



UNIVERSITY OF NORTH CAROLINA, CHAPEL HILL
PUBLIC INFRACTIONS REPORT
MARCH 12, 2012

A. INTRODUCTION.

On October 28, 2011, officials from the University of North Carolina, Chapel Hill, and a former assistant football coach ("former assistant coach") along with his legal counsel appeared before the NCAA Division I Committee on Infractions to address allegations of NCAA violations in the institution's football program.

The violations in this case fell into three categories: 1) a former tutor committing academic fraud with student-athletes and providing impermissible benefits to student-athletes; 2) the provision of impermissible benefits to student-athletes by various individuals, including sports agents and their associates; and 3) unethical conduct by the former assistant coach. From the 2008-09 academic year into 2010, the former tutor committed multiple major violations involving football student-athletes at the institution. During the 2008-09 academic year and the summer of 2009, the former tutor engaged in academic fraud with and on behalf of three football student-athletes ("student-athletes 1, 2 and 3," respectively) when the former tutor constructed significant parts of writing assignments for them. The former tutor wrote conclusive paragraphs for papers, revised drafts, composed "works-cited" pages, researched and edited content and inserted citations, among other violations. All of the assignments were handed in by the student-athletes for academic credit.

The former tutor also provided impermissible benefits to 11 football student-athletes during the 2009-10 academic year and the summer of 2010, after she had graduated from the institution and was no longer employed as a tutor. In May 2010, the former tutor bought an airline ticket for a student-athlete ("student-athlete 4") and she paid the \$1,789 balance owed on his campus parking tickets in August of that year. The former tutor also provided free tutoring services for 11 football student-athletes, including student-athletes 3 and 4, throughout 2009-10 even though she was no longer employed by the institution and had been instructed not to provide further academic assistance to student-athletes.

Finally, the former tutor refused to cooperate with the investigation. Her actions constituted violations of NCAA ethical conduct legislation.

In the summer of 2010, the NCAA enforcement staff and institution jointly investigated information suggesting that football student-athletes had received lodging, meals, transportation, athletic training, club admissions, jewelry and other items of value from agents or individuals associated with agents. Eventually, it was determined that seven

football student-athletes had received benefits worth over \$27,000 in violation of NCAA rules governing preferential treatment based on athletics reputation and interaction with prospective agents. All seven of the student-athletes were declared ineligible for further participation, with three (including student-athletes 3 and 4) being declared permanently ineligible by the NCAA Student-Athlete Reinstatement staff. The institution decided not to seek reinstatement for a fourth.

The situation involving the agents and their "runners" supplying impermissible benefits to the seven student-athletes is a window into the often unscrupulous world inhabited by those who look to "cash in" on potentially lucrative future professional contracts to be signed by gifted and talented student-athletes. Such actions, by the professional sports agents (and their associates) as well as student-athletes, who knowingly accept impermissible benefits, are in direct contravention to the principles of collegiate athletics and, as in this case, bring harm and disrepute to innocent teammates and the institutions the student-athletes attend. This case should serve as a cautionary tale to all institutions to vigilantly monitor the activities of those student-athletes who possess the potential to be top professional prospects. It should also serve to warn student-athletes that if they choose to accept benefits from agents or their associates, they risk losing their eligibility for collegiate competition.

The third point of inquiry for the committee, the relationship between the former assistant coach and a sports agent ("sports agent 1"), was uncovered during the course of the extra benefits investigation. As the investigation proceeded, information was discovered suggesting the former assistant coach was associated with a sports agency and marketing firm dedicated to representing professional athletes ("sports agency A"). Sports agency A was run by sports agent 1, a close friend of the former assistant coach. The former assistant coach was interviewed on two occasions in August 2010 and denied numerous times that he ever worked for the sports agency. However, extensive evidence established that he had been an affiliate of the company, including a company credit card issued in his name, the listing of the sports agency on his credit report as an employer, a sports agency brochure describing him as a company vice president and news articles in which he was quoted touting the sports agency and his work with it.

Following his resignation from the institution's football staff, the former assistant coach refused to divulge requested documentation relevant to his status with the sports agency that could have helped resolve questions concerning the nature and extent of his relationship with the agency. His failure to cooperate and his provision of false and misleading information during his interviews constituted violations of NCAA ethical conduct legislation.

A member of the Atlantic Coast Conference, the institution has an enrollment of approximately 18,000 students. The institution sponsors 13 men's and 15 women's

intercollegiate sports. This was the institution's second major infractions case. The institution had a previous infractions case in 1961, involving the men's basketball program.

B. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

1. UNETHICAL CONDUCT AND IMPERMISSIBLE PARTICIPATION. [NCAA Bylaws 10.1, 10.1-(b) and 14.11.1]

During the 2008-09 academic year and summer of 2009, the former tutor and student-athletes 1, 2 and 3 failed to deport themselves in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics and violated provisions of ethical conduct legislation when they engaged in academic fraud. As a result of the academic fraud, student-athlete 1 competed while ineligible during the 2008 football season, student-athlete 2 competed while ineligible during the 2009 and 2010 football seasons, and student-athlete 3 competed while ineligible during the 2008 and 2009 football seasons.

Committee Rationale

The enforcement staff and the institution were in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The former tutor did not respond to the allegations or submit to interviews with either the institution or enforcement staff. Pursuant to NCAA Bylaw 32.6.2, her failure to respond may be viewed as an admission. The committee finds that the violations occurred.

The former tutor, a May 2009 graduate of the institution, began working in the institution's academic support center in August 2007, the beginning of her junior year of college. As with all other tutors, she was extensively educated regarding appropriate levels of academic assistance to be provided to student-athletes. She was supplied with a tutoring handbook, which, among many other provisions, contained the rules regarding NCAA unethical conduct (including academic fraud) and NCAA extra benefits. It also set forth detailed institutional rules regarding the assistance that may be given to student-athletes when helping them with writing assignments.

The former tutor also received training specific to tutoring and mentoring student-athletes. For example, she was instructed not to do research for the individuals she tutored, but, rather, to show them how to conduct research. She was told to never make changes on electronic versions of the student-athletes' written assignments, instructed not to provide academic assistance anywhere but the institution's academic center, and

trained on the concept of plagiarism. As were all other tutors, she was required to attest in writing annually that she did not engage in any academic dishonesty.

In the summer of 2010, as it conducted an internal investigation into the possible receipt of impermissible benefits by student-athletes, the institution discovered indications of possible academic improprieties by the former tutor. The investigation was immediately expanded, with the institution undertaking a full review of her records from August 2007 to August 2009, when her employment ended.

The investigation confirmed that the former tutor had committed academic fraud with and on behalf of student-athletes 1, 2 and 3 during the 2008-09 academic year and the summer of 2009. Regarding student-athlete 1, a review of email communications revealed that on April 21, 2008, the former tutor wrote conclusion paragraphs for five of student-athlete 1's writing assignments in an education course. By the time the violations were discovered, student-athlete 1 was no longer enrolled at the institution, so no further action was taken.

The investigation also revealed that, during the spring and summer of 2009, the former tutor provided improper academic assistance to student-athlete 2 on two occasions. On April 15, 2009, the former tutor emailed student-athlete 2 an outline that included a thesis statement and other substantive material for a writing assignment in a communications course. Student-athlete 2 used the material to write the paper and submitted it for course credit. On June 11, 2009, student-athlete 2 requested by email that the former tutor provide him information to add to another communications writing assignment. He attached a draft of the writing assignment to the email. The following day, the former tutor sent student-athlete 2 a revised version of the draft. Before returning the draft, the former tutor made various grammatical corrections and added approximately four sentences to the document, which was two and one-half pages in length.

As with student-athlete 1, the fraud regarding student-athlete 2 was not discovered until the fall of 2010, after his eligibility had expired and he had graduated from the institution. Student-athlete 2 was interviewed and acknowledged that the impermissible academic assistance had occurred. He stated that he did not realize the assistance he had received from her was impermissible under NCAA rules.

The investigation also revealed that, during the fall of 2008 and summer of 2009, the former tutor provided improper academic assistance to student-athlete 3 by composing and typing citations and works-cited pages for three of his writing assignments, making substantive changes to the body of two of the assignments and researching sources for one assignment. In November 2008, the former tutor composed a works-cited page, composed and inserted citations into the body of the paper, and added words to a writing assignment for a course. Further, in June 2009, the former tutor composed a works-cited

page, composed and inserted citations into the body of the paper, and added and edited content to a writing assignment in another course. Additionally, in July 2009, the former tutor composed a works-cited page, composed and inserted citations into the body of the paper, and conducted research for a writing assignment in a cultural evolution course.

Student-athlete 3 was still enrolled at the institution when the academic fraud was discovered. He admitted the improprieties and went through the reinstatement process.

The impermissible academic assistance provided by the former tutor rendered the student-athletes ineligible for athletics competition. They, therefore, competed while ineligible during various games of the 2008, 2009 and 2010 seasons.

2. IMPERMISSIBLE BENEFITS. [NCAA Bylaw 16.11.2]

During the 2009-10 academic year and August 2010, the former tutor provided approximately \$4,075 in impermissible extra benefits to football student-athletes.

Committee Rationale

The enforcement staff and the institution were in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The former tutor did not respond to the allegations or submit to interviews with either the institution or enforcement staff. Pursuant to NCAA Bylaw 32.6.2, the former tutor's failure to respond may be viewed as an admission. The committee finds that the violations occurred.

As noted previously, the former tutor graduated from the institution in May 2009. She continued to work as a part-time tutor in the student-athlete academic support program into the summer of that year. However, as the summer progressed, her supervisors in the academic support center began having concerns that the former tutor was possibly socializing with the student-athletes off campus, which was prohibited for tutors in the program. Because of the rumors, the institution in July 2009 made the decision not to renew her employment contract. No further investigation into her activities was conducted at that time.

Approximately a year later, in July 2010, student-athlete 4 was interviewed as part of the larger ongoing impermissible benefits investigation. During his interview, he stated that the former tutor paid a \$150 airline change fee for him in May 2010, so he could return from his spring break trip earlier than originally planned. Later, in November 2010, institutional personnel discovered that the former tutor had made a one-time payment of

\$1,789 in August 2010 to cover student-athlete 4's bill for outstanding campus parking tickets.

In August 2010, during the investigation into possible impermissible benefits, the institution uncovered emails indicating that, following the time her tutoring employment contract was not renewed, the former tutor may have provided tutoring services to several football student-athletes at no charge. The 11 involved student-athletes were interviewed and acknowledged receiving the assistance, stating that the sessions took place in the off-campus private residences of the former tutor or the student-athletes. All of the student-athletes expressed a lack of understanding that continuing to work with the former tutor, who had assisted them during her employment in the student-athlete academic support center, would be considered NCAA violations unless they paid fair market value for her services.

The 11 student-athletes, including student-athletes 3 and 4, received from one to 45 hours of free tutoring, totaling 194 hours. The institution assessed the value of the tutoring services at \$11 per hour, the rate the former tutor was paid while employed in the academic support center. The total value of the free tutoring she provided was calculated to be worth \$2,134.

To constitute a violation of NCAA Bylaw 16.11.2, the benefits must be provided by either an institutional employee or a representative of the institution's athletics interests, who are commonly referred to as boosters. As the former tutor was clearly not an institutional employee at the time the benefits were provided, her actions must be seen as those of a booster before they are covered by 16.11.2. That bylaw provides, in part, that a booster is "an individual...who is known (or who should have been known) by a member of the institution's executive or athletics administration to (d) be assisting or to have assisted in providing benefits to enrolled student-athletes or their families."

That the former tutor provided benefits to enrolled student-athletes is well documented. The committee further finds that the institution should have known of her providing the benefits, which means that, according to the bylaw, she was a booster at the time the benefits were provided. The "rumors" that circulated in the summer of 2009 that the former tutor was becoming "too friendly" with student-athletes resulted in her employment contract not being renewed, but the institution undertook no further investigation. Had even a cursory review of her institutional emails been performed, the administration would likely have learned of the existence of the academic fraud, recognized the need to do more than just terminate the employment of the former tutor, and addressed the problem by admonishing student-athletes not to have further contact with her. The evidence of the academic fraud was clearly set forth in the emails, as evidenced by its discovery once the emails were reviewed as part of the 2010 impermissible benefits investigation.

3. UNETHICAL CONDUCT AND FAILURE TO COOPERATE. [NCAA Bylaws 10.1, 10.1-(a), 10.1-(c) and 19.01.3]

During the period 2009 through 2011, the former tutor failed to deport herself in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics by knowingly providing 11 football student-athletes with improper benefits and by refusing to furnish information relevant to an investigation of possible violations of NCAA regulations when requested to do so by the enforcement staff and institution.

Committee Rationale

The enforcement staff and the institution were in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The former tutor did not respond to the allegations or submit to interviews with either the institution or enforcement staff. Pursuant to NCAA Bylaw 32.6.2, the former tutor's failure to respond may be viewed as an admission. The committee finds that the violations occurred.

As set forth in Finding B-2 immediately above, the former tutor knowingly provided impermissible benefits to enrolled student-athletes during the 2009-10 academic year and in August 2010. The benefits included free tutoring sessions and the payment of parking fines and airline fees for football student-athletes.

From the time the investigation began, the former tutor refused to cooperate with the institution and enforcement staff. From November 2010 through mid-January 2011, the former tutor and her attorney did not respond to multiple attempts by the enforcement staff and institution to schedule interviews with her regarding her knowledge of possible rules violations. The former tutor's attorney was contacted via telephone on November 4, 12 and 17, and December 16. He did not return voicemail messages left at his office, except for a November 18, 2010, voicemail message from a paralegal who stated that the former tutor's attorney planned to return an earlier voicemail message later that day. The attorney never returned the call.

The enforcement staff sent a final letter requesting an interview of the former tutor on January 3, 2011. Her attorney responded via mail on January 19, 2011, with a letter stating that the former tutor "has chosen not to be interviewed by the [institution] or anyone else." The letter further stated she understood that declining to be interviewed could result in a charge that she violated NCAA ethical conduct principles.

4. PREFERENTIAL TREATMENT AND BENEFITS FROM PROSPECTIVE AGENTS. [NCAA Bylaws 12.1.2.1.6 and 12.3.1.2]

During 2009 and 2010, seven football student athletes received \$27,544.88 in benefits from individuals, some of whom triggered NCAA agent legislation. The benefits were provided to student-athlete 3 (\$99); student-athlete 4 (\$5,084.70); and five other student-athletes ("student-athletes 5, 6, 7, 8 and 9") in the following amounts: student-athlete 5 (\$13,507.47); student-athlete 6 (\$5,642.92); student-athlete 7 (\$1,755); student-athlete 8 (\$1,320.75); and student-athlete 9 (\$135).

Committee Rationale

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that those facts constituted violations of NCAA legislation. The committee finds that the violation occurred.

On June 21, 2010, the NCAA staff notified the institution's athletics compliance office of information it had received suggesting that several current football student-athletes were taking trips with "runners" and receiving cash and gifts from agents and financial advisors. An investigation immediately ensued, with the compliance staff gathering requested documents, forming an investigative working group and scheduling and conducting interviews.

The student-athletes reported they received benefits from, and took trips sponsored by, various sports agents, their "runners," a jeweler and five former football student-athletes at the institution, including student-athlete 1. Because one of the former student-athletes ("former student-athlete A") worked for sports agents, the benefits he provided triggered NCAA agent legislation.

The benefits provided to student-athlete 5 totaled over \$13,000. They included approximately \$1,000 from sports agent 1 for March 2009 and July 2009 flights from the vicinity of campus to the Los Angeles area, where sports agent 1's sports agency was headquartered. While in California, student-athlete 5 received lodging valued at over \$3,000 and athletic training valued at \$1,020, all paid for by sports agent 1. An individual deemed to be a sports agent under NCAA bylaws ("sports agent 2") paid approximately \$2,000 to fly student-athlete 5 to Miami in March, April and May 2009. While student-athlete 5 was in Florida, sports agent 2 paid for his lodging, the use of a rental car and admissions to clubs. In 2010, sports agent 2 deposited \$1,000 into student-

athlete 5's bank account and a former student-athlete at the institution ("former student-athlete B") deposited \$2,000 onto a prepaid debit card for him.

The benefits given to the other six student-athletes were of the same nature. Student-athlete 6 received \$5,000 worth of jewelry from a Miami businessman in May 2010, lodging and the use of a rental car, valued at over \$300, while in Miami and meals valued at \$120 from various financial advisors. Another sports agency ("sports agency B") paid student-athlete 6's \$199 admission fee to a party held at a seaside hotel in Miami. Student-athlete 4 also was provided lodging club admissions, airline flights and the use of a rental car by sports agent 2.

The student-athletes had been educated by the institution regarding extra benefits. They were aware that accepting items of value from sports agents and their associates was forbidden, though they may not have realized that some benefits received from former institutional football student-athletes also could be considered preferential treatment benefits. Some of the student-athletes claimed to have repaid the amounts of at least some of the benefits they received. All of them were declared ineligible prior to the first football game of 2010, with student-athletes 3, 4 and 6 declared permanently ineligible. The others were reinstated for competition with certain conditions, including repayment of the value of the benefits they received and, for some of them, a requirement that they sit out a certain percentage of the institution's 2010 games. Because of the nature of his violations and the value of the benefits he received, the institution did not seek reinstatement of student-athlete 5's eligibility.

The suspensions played a significant role in the institution's football team performing below expectations during the 2010 season. Individuals left their jobs, student-athletes were unable to participate in a game they enjoy and trained for (with some being dismissed permanently from the squad), innocent teammates of the offending student-athletes were adversely affected, once-sterling reputations have been sullied and the institution now must answer for the major violations that occurred. This committee reiterates, as it has done in the past, that institutions must do more than just educate their student-athletes regarding agent and amateurism issues. Institutions must be particularly vigilant in monitoring those student-athletes who demonstrate potential as top professional prospects. And student-athletes must come to understand that, in dealing with agents and their associates, they risk losing their athletics eligibility and bringing NCAA rules problems to their teammates, coaches and schools.

5. FAILURE TO MONITOR. [NCAA Constitution 2.8.1]

During 2009 and 2010, the institution failed to monitor the conduct and administration of the football program. Specifically, the institution failed to a)

monitor the activities of former student-athlete A; and b) investigate information it obtained suggesting that student-athlete 5 may have been in violation of NCAA legislation.

Committee Rationale

The enforcement staff and institution were in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The committee finds that the violations occurred.

During 2009 and 2010, the institution failed to properly monitor the conduct of former student-athlete A. He was a former student-athlete at the institution who was given access to institutional training facilities. Approximately twice weekly he came to the facilities to work out with another former institutional football student-athlete. ("former student-athlete C"). On occasion, former student-athlete A also participated in drills and one-on-one training with current student-athletes.

The institution was unaware of former student-athlete A's affiliation with any sports agent and observed no inappropriate activity on his part in his interactions with student-athletes. However, in September 2010 institutional personnel learned through media reports that former student-athlete A was involved in activities with student-athletes at another institution that triggered NCAA agent legislation and caused him to be categorized as a "runner." The institution agreed that, at that time, it should have regarded former student-athlete A with a heightened awareness and precluded him from having contact with student-athletes, some of whom were projected as professional prospects. Had the institution taken a closer look at former student-athlete A, it may have been able to discover that he had provided benefits to student-athletes 8 and 9 as part of the violations detailed in Finding B-4 above. He provided transportation, meals, lodging and party admission fees worth over \$700 to student-athlete 8, mostly in Las Vegas in May 2010. He provided the use of a rental car to student-athlete 9, also in May 2010.

Institutional administrators require student-athletes to inform their coaches when they plan to travel off campus. The requirement is not to track their travels, but for the purpose of allowing coaches the ability to reach the student-athletes in the event there is a need to contact them. The student-athletes are cautioned to "do the right thing" when they are off campus.

During 2009 and 2010, student-athlete 5, a prospective high professional draft choice, took a number of trips off campus. At times he failed to inform his coaches that he was leaving, while at other times he stated that he was going to visit in his home city. In 2009, student-athlete 5 began to express a desire to train at locations other than on

campus. It was emphasized to him by coaches and administrators that he must inform the coaches when he was leaving, but he did not always do so. With his expenses paid for by sports agent 1, and without the knowledge of any institutional personnel, student-athlete 5 traveled to California in both March and July 2009. In 2010, he traveled to Miami three times between March 8 and May 31, with all expenses paid by sports agent 2. He also made trips to Washington D.C. in 2009 and 2010 that were paid for by sports agents.

Though student-athlete 5 did not tell institutional personnel he was going to travel to California and Miami, he did express a desire to train with two National Football League (NFL) players, including former student-athlete B. A simple internet search of the two NFL players would have revealed that they lived and trained in California and were clients of sports agent 1. At that point, the institution could have questioned him regarding the details of the trips, including how he was paying for the plane tickets and where he would be staying. The institution did no follow-up.

In mid- to late-May 2010, student-athlete 5 told an institutional administrator that he had traveled to Miami with a friend who was an NFL player. The administrator did not make any inquiry regarding the trip. Failing to investigate the facts surrounding the trips, which indicated a possibility that violations could occur, constituted failure to monitor. Once the information was known, the institution had a duty to follow up to ensure student-athlete 5 was not accepting impermissible benefits to bankroll his travels. The failure to monitor the situation precluded the institution from having any chance of discovering the violations.

The enforcement staff also alleged a failure to monitor because the institution did not "consistently" monitor the social networking activity of its student-athletes. The social networking site of student-athlete 5 contained information that, if observed, would have alerted the institution to some of the violations set forth above in Finding B-4.

The committee declines to impose a blanket duty on institutions to monitor social networking sites. Consistent with the duty to monitor other information outside the campus setting (beyond on-campus activities such as countable athletically related activities, financial aid, satisfactory progress, etc.), such sites should be part of the monitoring effort if the institution becomes aware of an issue that might be resolved in some part by reviewing information on a site. For example, there exists no inherent duty of institutions to monitor the purchase of clothes by student-athletes. However, if an institution obtains information that a student-athlete's clothes are being purchased by a booster, and if that student-athlete is seen wearing new and expensive clothes, a duty to investigate the student-athlete's clothing purchases would arise. Similarly, in this case the committee found a failure to monitor because the institution was informed that student-athlete 5 was either planning to travel out-of-town or had made trips out-of-town.

The institution failed to act on that information, even though a cursory review would have shown that the travel included trips to California and Miami, locales which might have attracted the attention of the compliance department. While the institution does not have an inherent duty to monitor personal travel by student-athletes, once it became aware of the circumstances of student-athlete 5's travel it had a duty to investigate how the trips were paid for.

The same is true with social networking sites; if the institution receives information regarding potential rules violations, and if it is reasonable to believe that a review of otherwise publically available social networking information may yield clues to the violations, this committee will conclude that the duty to monitor extended to the social networking site.

The committee recognizes that social networking sites are a preferred method of communication in present society, particularly so among college-age individuals. While we do not impose an absolute duty upon member institutions to regularly monitor such sites, the duty to do so may arise as part of an institution's heightened awareness when it has or should have a reasonable suspicion of rules violations. If the membership desires that the duty to monitor social networking sites extend further than we state here, the matter is best dealt with through NCAA legislation.

6. UNETHICAL CONDUCT AND FAILURE TO COOPERATE. [NCAA Bylaws 10.1, 10.1-(a), 10.1-(d) and 19.01.3]

Beginning in August 2010, the former assistant coach failed to deport himself in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics by refusing to furnish information relevant to an investigation of possible violations of NCAA legislation when requested to do so by the NCAA and by furnishing the NCAA and the institution false and misleading information.

Committee Rationale:

The enforcement staff and institution were in substantial agreement with the facts of this finding and that those facts constituted violations of NCAA legislation. The former assistant coach was in agreement that he declined to provide the requested information and agree to follow-up interviews, but he stated that, because he was no longer an employee of an NCAA institution, he was not obligated to provide further information or submit to further interviews. The former assistant coach did not agree that he provided false and misleading information. The committee finds that the violations occurred.

As mentioned previously, in June 2010 the NCAA enforcement staff and the institution initiated an investigation into potential violations of NCAA agent legislation by student-athletes at the institution. The investigation resulted in the discovery of various violations that became the basis for Finding B-4 above. As the investigation progressed, the former assistant coach was one of many people interviewed. His interviews took place on August 3 and August 31, 2010.

One focus of the interviews was the former assistant coach's relationship with sports agency A, which is operated by sports agent 1, who had provided some of the impermissible benefits to student-athlete 5. Among other things, the investigators were particularly interested in the detail surrounding a \$45,000 deposit made into the bank account of the former assistant coach on December 26, 2007. The money originated at a bank in New York through which sports agent 1 conducted much of his business. The former assistant coach had no ties to the bank or the area where it is located.

The enforcement staff also requested limited tax information from the former assistant coach. The staff requested the loan and tax information so as to clarify the nature of the former assistant coach's relationship with sports agency A.

The requests were made after the former assistant coach had left the employment of the institution. Letters were sent to his attorney requesting the items on September 28, 2010, and March 10 and June 13, 2011. In the June 13 letter the enforcement staff also requested an additional interview. Shortly thereafter, the former assistant coach's attorney phoned the enforcement staff to inform them he would not be providing further materials or submitting to another interview.

Both in his response to the notice of allegations and at the hearing, the former assistant coach and his attorney acknowledged they had refused to turn over the requested information and submit to another interview. They argued they were not required to do so because 1) the former assistant coach was, at the time of the request, no longer employed by an NCAA member institution; 2) the \$45,000 transaction was a personal loan that did not constitute athletically related income; 3) the subjects had already been discussed in the former assistant coach's interviews; 4) the former assistant coach had already provided numerous bank records; 5) the former assistant coach had been subjected to a "rush to judgment" during the investigation; and 6) any information he provided was being "twisted" against him.

Bylaw 10.1 applies to former institutional staff members as well as present employees, thus the former assistant coach's obligation did not end when his employment at the institution did. And while the committee notes in the former assistant coach's favor that he consented to two interviews and provided a number of documents, it is not unusual,

during the course of an investigation, for information to be developed that leads to requests for further evidentiary items. As long as the further requests are in good faith and not unduly burdensome, they must be complied with. The committee concluded that the requests to the former assistant coach were neither excessive in nature nor made for any illegitimate purpose; they were made in furtherance of legitimate questions that arose relevant to issues that had not yet been resolved. The enforcement staff was specifically interested in whether the former assistant coach had ever been employed by or received payments from sports agent 1 or his sports agency, information which was germane to questions in the case. The requested records could have helped establish the answers. As such, the former assistant coach had an obligation under Bylaw 10.1 to comply with the requests.

The former assistant coach and sports agent 1 were, by former assistant coach 1's own description, "lifelong best friends" since first becoming acquainted in 1984. The former assistant coach called sports agent 1 an "ever present" figure in his life. Shortly after being released as head football coach of an NCAA member institution in November 1998, the former assistant coach and his family moved to California, at least in part to be near sports agent 1. The former assistant coach remained in California until 2002.

During his August 3 and 31, 2010, interviews with the enforcement staff and institution, the former assistant coach was asked numerous times if he had ever been employed by sports agent 1 or his sports agency (sports agency A). On each occasion he denied that he had ever worked for them or been compensated by them, stating only that he "was just training guys" who happened to be clients of the sports agency. However, in a brochure published and disseminated by the sports agency, the former assistant coach is described as vice president/football operations. He is quoted in the brochure as saying "Together with [sports agent 1], I can utilize what I've learned and be there for *our* clients to help lead them down the path to NFL prominence" (emphasis added). The brochure also states "[The former assistant coach] made the move into athletics representation because he feels he can have a greater on-going positive impact on the careers of athletes than merely coaching them in college for four years."

When asked why the statements and his photograph appeared in the brochure, the former assistant coach stated that he just needed a title and that the brochure was produced in 1999, at a time when he was "thinking" about working for the sports agency. However, the brochure contains a picture of a client of the agency, dressed in his NFL uniform, who did not enter the professional ranks until 2001, meaning the brochure was in production for at least a couple of years.

Further, the former assistant coach possessed a credit card issued to the sports agency. Early in his first interview he was asked to list all credit cards he possessed and did so, detailing a number of debit and credit cards he either presently or formerly held. He did not mention a card in the name of the sports agency. Asked specifically about a card

issued to the sports agency, he stated "I didn't have a card through [the sports agency]" and "I just don't know for sure. I don't think I did though." At the time of his second interview, after being told the enforcement staff intended to review his credit report to determine all credit cards he held, he acknowledged he held a credit card in the name of the sports agency from 1999 to 2007 and that sports agent 1 helped pay off the balances due.

Once the former assistant coach's credit report was obtained, it was found to list sports agency A as one of his employers. His explanation was that he "used [sports agency A] as a reference" when looking to rent or buy something. Finally, an individual employed by sports agency A from 2000 to 2004 ("sports agency employee") stated that the former assistant coach worked at the agency from 2000 to 2002. The sports agency employee was able to provide a detailed description of sports agency A's office layout, and he named all others working in the agency at the time the former assistant coach was employed there. He described the former assistant coach as a "partner" of sports agent 1 who trained the clients and helped recruit student-athletes to the company. The former assistant coach attended lunches and other meetings with potential clients and was the individual who was best able to "sell" the agency.

The committee noted that, in spite of the former assistant coach's assertion that he used sports agency A as a reference when seeking loans or leases, he did not produce any documentation to that effect.

At the hearing, and in a reversal of his previous position, the former assistant coach expressed a willingness to provide the tax and loan records sought by the enforcement staff. Without ruling on the issue of timely compliance, the committee granted him time to make the materials available. Following the hearing, his attorney and the NCAA enforcement staff engaged in discussions regarding the circumstances under which the documents would be produced. Finally, in early February 2012, further documentation was delivered to the enforcement staff.

The belated delivery of the documents precluded the enforcement staff from the ability to question the former assistant coach about the documents or follow up on his answers. We find that the failure to make a timely delivery of the documents constituted failure to cooperate. The documents were not delivered for over three months following the hearing, resulting in a significant delay in bringing this matter to a conclusion and finalizing and releasing this report. All parties to infractions proceedings are entitled to have cases processed as expeditiously as possible. Even though the former assistant coach had steadfastly refused to provide the requested documents prior to the hearing, once he indicated a willingness to supply the documents the final adjudication of the case was postponed to allow him to do so. To the detriment of the institution, the other

involved parties and the infractions process, he then took over three additional months to supply the materials.

The committee notes the former assistant coach's contention that his tax information does not show the receipt of any earned income from sports agent 1 or his sports agency. While relevant, tax filings are not dispositive of the bylaw compliance issue before us. We find that there was enough business history and ongoing business-related interaction that the former assistant coach should have reported the receipt of the money, whether it was earned income or not, to the institution. His failure to do so was damaging to the institution and constituted a breach of his duty under Bylaw 11.2.2. (See Finding B-7 below).

Based on the totality of evidence, the committee concludes that the former assistant coach was either employed by or compensated by sports agent 1 and sports agency A. His denials, as well as his refusals to submit to a further interview and provide pertinent information in a timely manner, constituted unethical conduct.

7. FAILURE TO REPORT OUTSIDE INCOME. [NCAA Bylaw 11.2.2]

From May 2007 to October 2009, the former assistant coach did not report \$31,000 in athletically related outside income from sports agency A. Specifically, the former assistant coach received wire transfers in amounts ranging from \$1,000 to \$10,000 from sports agency A's bank account into his personal bank account on seven occasions; however, he did not provide a written account of the income to the institution, as required by NCAA legislation.

Committee Rationale

The enforcement staff and the institution were in substantial agreement as to the facts of this finding and that those facts constitute violations of NCAA legislation. The former assistant coach agreed that he received money from the sports agency but denied that he had an obligation to report the money to the institution because it was not athletically related income. The committee finds that the violation occurred.

NCAA Bylaw 11.2.2 requires all full- or part-time athletics personnel to annually provide a written accounting of all athletically related income and benefits received from sources outside the institution. Before it is necessary for the income or benefits to be reported, the individual must be employed in an athletics capacity by a member institution and must receive income or benefits related to an athletics purpose.

The former assistant coach was employed by the institution from early 2007 through August 2010. In his appointment letter dated April 13, 2007, and in his reappointment letters in the following years, he was instructed that he needed prior written approval for all athletically related income from sources outside the institution. Additionally, all athletics staff members were educated on the need to comply with Bylaw 11.2.2.

It is undisputed that, during his time as an institutional employee, the former assistant coach received a number of wire transfers from sports agency A's account as follows:

- May 21, 2007: \$10,000;
- June 22, 2007: \$1,000;
- October 25, 2007: \$2,500;
- December 4, 2007: \$3,000;
- April 1, 2008: \$5,000;
- March 31, 2009: \$5,000;
- October 15, 2009: \$5,000.

It is also undisputed that the former assistant coach did not report the income to the institution.

In his response and at the hearing, the former assistant coach characterized the transfers as gifts from a friend at a time when the former assistant coach was experiencing financial difficulties. Were that the case, the income/benefits would not have to be reported as athletically related income. However, the committee finds the payments were related to the former assistant coach's relationship with sports agent 1 and his agency. The relationship included the former assistant coach providing information related to potential clients (that is, current student-athletes) and his efforts to coordinate relationships between sports agent 1 and potential clients.

As stated in Finding B-6, the former assistant coach was in a business relationship with sports agent 1. It cannot be determined with certainty when their business relationship began, but, generally, it appears to have commenced in early 1999, when the former assistant coach moved to California after being released from his position as a head football coach. There was no showing that the partnership continued to exist in a formal sense after 2002, when the former assistant coach moved out of California and, within a year, began coaching on the collegiate level again.

But the committee noted that the relationship between the former assistant coach and sports agent 1 was strong both prior to 1999 and after 2002. The two individuals met in 1984 and, by the former head coach's own admission, were best friends. A former student-athlete ("former student-athlete D") at the institution where the former assistant coach worked in various capacities from 1985 to 1998 described in detail for

investigators how, back in 1985, the former assistant coach steered him toward sports agent 1 and was "instrumental" in former student-athlete D, a highly coveted professional prospect, signing with sports agent 1's agency (sports agency A). Former student-athlete D also stated that the former assistant coach had relationships with other student-athletes who eventually retained sports agent 1 (though some of those individuals denied being steered to sports agent 1 by the former assistant coach), with some of those relationships also going back many years.

Former student-athlete D stated he had no malice toward the former assistant coach. His statements, which were clear and detailed, were consistent with statements made by others, and the committee did not detect any hidden agenda on his part.

The sports agency employee also provided detailed information regarding student-athletes recruited by the former assistant coach to sports agency A, even though the former assistant coach denied ever doing so. The sports agency employee stated that the recruitment efforts of the former assistant coach continued even after the former assistant coach left the sports agency in 2002 to return to coaching on the collegiate level. The sports agency employee had personal knowledge of the former assistant coach recruiting a client for the sports agency in 2002, the first client sports agent 1 ever signed from the institution whose staff the former assistant coach joined upon leaving sports agency A. Similarly, within a year after the former assistant coach joined the coaching staff of a second institution in 2003, sports agent 1 signed a client from that institution. Later, while still at the second institution, the former assistant coach personally introduced the sports agency employee to two potential clients from that institution, provided contact information and "helped to support" the sports agency employee in his bid to land the two student-athletes as clients. The sports agency employee was able to sign both student-athletes for sports agency A.

Once the former assistant coach began working at North Carolina in 2007, sports agency A landed former student-athlete B as its first-ever client from the institution. The former assistant coach was former student-athlete B's position coach during the 2007 season, after which time former student-athlete B retained the services of sports agent 1. The former assistant coach acknowledged a close relationship with former student-athlete B and that sports agent 1 was interested in representing him.

The committee concludes that the former assistant coach continued recruiting clients for sports agency A even after he returned to coaching in 2002.

Due to sports agent 1 and former student-athlete B declining to be interviewed, the enforcement staff was unable to ascertain the exact date former student-athlete B retained sports agent 1. However, the committee noted that payments to the former assistant coach from sports agent 1 occurred on October 25, 2007 - \$2,500 and December 4, 2007

- \$3,000. The dates are significant in that they generally correspond with the time former student-athlete B's senior season of football was winding down and he would have been looking to retain the services of an agent. As stated above, former student-athlete B picked sports agent 1 to represent him, the first student-athlete from the institution to ever do so. Though the evidence is circumstantial, the committee finds that the payments on October 25 and December 4 were made in furtherance of the relationship in which the former assistant coach was compensated for supplying information to sports agent 1 and influencing student-athletes toward him and his sports agency.

On April 1, 2008, sports agent 1 wired \$5,000 to the former assistant coach. The significance of the timing is that the payment occurred immediately prior to the NFL draft. The committee finds that it too was related to the former assistant coach assisting sports agent 1 in becoming the representative of former student-athlete B.

On both March 31, 2009, and October 15, 2009, sports agent 1 wired payments of \$5,000 to the former assistant coach. During the same time frame, student-athlete 5 was on campus; he played as a junior in the fall of 2009 and considered foregoing his senior year of athletics eligibility to enter the professional ranks prior to the 2010 season. The former assistant coach was student-athlete 5's position coach.

As well as could be determined, student-athlete 5 and sports agent 1 met for the first time in March 2009, when student-athlete 5 traveled to California to train with former student-athlete B, who by that time was residing there. Despite the fact that sports agent 1 had, prior to the trip, never met student-athlete 5, sports agent 1 paid student-athlete 5's expenses for the trip in violation of NCAA rules (see Finding B-4 above).

It is reasonable to conclude that sports agent 1 and student-athlete 5 became acquainted through the efforts of the former assistant coach. The former assistant coach's claims that he did not know sports agent 1 was recruiting student-athlete 5 during this time frame were unpersuasive. As noted earlier, the former assistant coach and sports agent 1 were close friends who spoke frequently. Further, phone records confirmed regular contact among student-athlete 5, sports agent 1 and the former assistant coach from March 6 to March 14, 2009, the exact days student-athlete 5 was in Los Angeles meeting sports agent 1 for the first time. Of particular note to the committee was a series of phone calls on March 7 at 6:30 p.m., the former assistant coach spoke to sports agent 1 for three minutes. The former assistant coach then immediately called student-athlete 5. Later on the same evening, the former assistant coach called student-athlete 5 at 10:02 p.m. before phoning sports agent 1 at 10:06 p.m. Also significant were two March 11 phone calls from the former assistant coach to student-athlete 5's high school coach ("high school coach") at 4:37 p.m. and 4:44 p.m., followed immediately by a call to sports agent 1 at 4:45 p.m. It was the high school coach who student-athlete 5 initially claimed in his

interviews purchased the plane ticket for him to travel to California before records confirmed the purchase was made by sports agent 1.

The evidence that the former assistant coach was aware sports agent 1 and student-athlete 5 were communicating is overwhelming. It reasonably follows that he was also aware their communication dealt with sports agent 1 representing student-athlete 5.

The former assistant coach claimed to be unaware that student-athlete 5 was in Los Angeles to train. Based on the phone calls detailed above, which occurred while student-athlete 5 was in California, the committee is unpersuaded by this claim. Similarly, the former assistant coach's claims that he was unaware sports agent 1 was recruiting student-athlete 5 are not persuasive. Even though the former assistant coach claimed no knowledge of sports agent 1 recruiting student-athlete 5, he acknowledged in one of his interviews that he told sports agent 1 not to contact him about student-athlete 5 and to instead go through the high school coach to recruit him. This shows an awareness that his best friend, a person he spoke to frequently, desired to represent student-athlete 5. To believe the former assistant coach was unaware is contrary to common sense and the weight of the evidence.

In 2009, the first \$5,000 payment to the former assistant coach was made on March 31, two weeks after student-athlete 5 returned from the first California trip financed by sports agent 1. The second \$5,000 payment was received by the former assistant coach on October 15. The committee finds the payments were made by sports agent 1 in return for the former assistant coach helping guide potential clients to sports agency A.

The former assistant coach's assertions that the payments were made to help him out of financial difficulty are not persuasive. On October 25, 2007, the date of the \$2,500 payment, the former assistant coach had over \$52,000 in the bank and was being paid over \$10,000 per month by the institution. In April 2008, the time of the first \$5,000 payment, he had over \$23,000 in the bank and was still being paid over \$10,000 per month. By March 2009 his monthly pay had increased to over \$12,000, and in October 2009 he was being paid \$13,339.51 per month. While he had debts and obligations, the evidence does not support that he was in particular financial peril at the times of the payments.

Further, the former assistant coach told the enforcement staff in his initial interview that he had no financial problems. It was not until subsequent interviews that he indicated he had financial struggles, including the payment of tuition for his children and mortgage and lease payments on various residences he maintained as he changed coaching positions. However, as outlined above, the committee finds that the payments made to the former assistant coach from sports agent 1 were made to compensate him for his work for the sports agency and the access he provided to NFL-caliber student-athletes.

Therefore, the committee finds that the first two payments made in May 2007 also constituted athletically related income from sources outside the institution.

Because the committee finds that the funds paid to the former assistant coach were, at least in material part, compensation for his assistance in guiding potential clients to the sports agency, they were athletically related income. The former assistant coach violated NCAA rules when he failed to report the income to the institution.

C. PENALTIES.

For the reasons set forth in Parts A and B of this report, the Committee on Infractions found that this case involved major violations of NCAA legislation. In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions. [Note: The institution's corrective actions are contained in Appendix Two.]

The committee also considered the institution's cooperation in the processing of this case. Cooperation during the infractions process is addressed in Bylaw 19.01.3 - **Responsibility to Cooperate**, which states in relevant part that, "All representatives of member institutions shall cooperate fully with the NCAA enforcement staff, Committee on Infractions, Infractions Appeals Committee and Board of Directors. The enforcement policies and procedures require full and complete disclosure by all institutional representatives of any relevant information requested by the NCAA enforcement staff, Committee on Infractions or Infractions Appeals Committee during the course of an inquiry." Further, NCAA Bylaw 32.1.4 – **Cooperative Principle**, also addresses institutional responsibility to fully cooperate during infractions investigations, stating, in relevant part, "The cooperative principle imposes an affirmative obligation on each institution to assist the enforcement staff in developing full information, to determine whether a possible violation of NCAA legislation has occurred and the details thereof." The committee determined that the cooperation exhibited by the institution met its obligation under Bylaws 19.01.3.3 and 32.1.4.

The institution had educated its tutors regarding academic improprieties and its coaches regarding outside athletically related income. It self-discovered the academic fraud and took decisive action when the former assistant coach's violations came to light. It cooperated fully, is not a repeat violator and, although there is a finding of failure to monitor, the institution exhibited appropriate control over its athletics program. Nonetheless, the violations in this case were serious and widespread, involving academic fraud, the receipt of over \$27,000 in impermissible benefits from individuals including agents/runners by seven student-athletes, and unethical conduct by the former assistant coach. The committee concluded that, in light of the serious nature of the violations, the

institution did not warrant relief from the penalties to be imposed by the committee in this case.

1. Public reprimand and censure.
2. Three years of probation from March 12, 2012, through March 11, 2015. (The institution self-imposed a two-year period of probation beginning on September 19, 2011).
3. The institution will vacate all victories by the football program during the 2008 and 2009 seasons (Institution imposed). The vacations shall be effected pursuant to NCAA Bylaws 19.5.2.2-(e)-(2) and 31.2.2.3. Further, if any ineligible student-athletes competed in the postseason after either the 2008 or 2009 season, that participation shall be vacated as well.

The individual records of all student-athletes who competed while ineligible shall also be vacated. Further, the institution's records regarding football, as well as the record of the former head coach will reflect the vacated records and will be recorded in all publications in which football 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 former head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins 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.

Finally, 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 director of statistics and appropriate conference officials to identify the specific student-athlete(s) and contest(s) impacted by the penalties. In addition, the institution must provide the NCAA statistics department a written report, detailing those discussions with the director of statistics. This document will be maintained in the permanent files of the statistics department. This written report must be delivered to the NCAA statistics department no later than 45 days following the initial Committee on

Infractions release or, if the vacation penalty is appealed, the final adjudication of the appeals process.

4. The institution will reduce by a total of 15 the number of both initial and total grants-in-aid over a three-year period covering the 2012-13, 2013-14 and 2014-15 academic years. The institution proposed a reduction of nine initial and total grants over the same period. The reductions shall be applied as follows:
 - a. A reduction of five initial and total grants in aid for the 2012-13 academic year;
 - b. A reduction of five initial and total grants in aid for the 2013-14 academic year; and
 - c. A reduction of five initial and total grants in aid for the 2014-15 academic year.

Due to the timing of the release of this report, the committee recognizes that the institution may have already committed a full complement of initial and total football grants for the 2012-13 academic year. Therefore, if the institution wishes to do so, it may request that the committee delay the imposition of this penalty for one year.

5. The institution will pay a monetary fine of \$50,000. (Institution imposed).
6. On October 4, 2010, the department of athletics issued a disassociation letter to the former student-athlete. The letter incorporates the requirements of Bylaw 19.5.2.4. (Institution imposed).
7. On November 5, 2010, the department of athletics issued a disassociation letter to the former tutor. The letter incorporates the requirements of Bylaw 19.5.2.4. (Institution imposed).
8. Because of their involvement in the impermissible academic activities detailed in Finding B-1, student-athletes 1, 2 and 3 competed in certain football contests during the 2008, 2009 and 2010 seasons while ineligible. Due to them receiving the impermissible benefits detailed in Finding B-4, student-athletes 5, 7 and 8 all participated in 13 games of the 2009 season while ineligible. In total, the six student-athletes participated in 71 football contests among them during the 2008, 2009 and 2010 seasons while ineligible for intercollegiate competition. Due to the ineligible participation of the six football student-athletes, four of whom made substantial contributions to the football team's success, the institution received a significant competitive advantage. Further, as set forth in Findings B-1 and B-5, this case included a failure to monitor by the institution and the commission of

academic fraud by an institutional employee. Therefore, in accordance with NCAA Bylaw 19.5.2-(g), the institution's football team shall end its 2012 season with the playing of its last regularly scheduled, in-season contest and shall not be eligible to participate in any postseason competition, including a conference championship game or bowl game. Further, during the 2012 season the institution shall not be allowed to take advantage of any of the exemptions provided in Bylaw 17.9.5.2.

9. Though he submitted to interviews and provided requested documentation while employed at the institution, once his employment ended the former assistant coach did not cooperate with the investigation. He refused to provide documentation relevant to issues in the case. Further, he provided false and misleading information when interviewed regarding his employment with sports agent 1's sports agency. Finally, he failed to report athletically related income as required by NCAA bylaws and his institutional employment contract. Therefore, the committee imposes a three-year show-cause upon the former assistant coach. During that period, which begins on March 12, 2012, and ends on March 11, 2015, the committee restricts the athletically related duties of the former assistant coach as follows:
 - a. During the duration of the show-cause order, the former assistant coach is precluded from any and all recruiting activities as set forth and defined in NCAA Bylaw 13.
 - b. Within 30 days of the release of this report or 30 days after the hiring of the former assistant coach, whichever is later, any employing member institution shall file a report with the office of the Committees on Infractions setting forth its agreement with these restrictions or asking for a date to appear before the committee to contest the restrictions. Every six months thereafter through the end of the period of the show-cause order, the employing institution shall file further reports detailing its adherence to these restrictions.
10. During this 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 department personnel and all institution staff members with responsibility for the certification of student-athletes' eligibility for admission, financial aid, practice or competition;

- b. Submit a preliminary report to the office of the Committees on Infractions by May 1, 2012, setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by January 15 of each year during the probationary period. Particular emphasis should be placed on 1) education for tutors, student-athletes and staff regarding academic fraud; 2) education for student-athletes and staff regarding impermissible benefits and interaction with agents/runners; 3) educating staff regarding outside athletically related income; and 4) monitoring student-athletes with professional potential. The reports must also include documentation of the institution's compliance with the penalties adopted and imposed by the committee.
11. During the period of probation, the institution shall:
- a. Inform prospective student-athletes in football that the institution is on probation for three years and explain 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.
 - b. Publicize the information annually in football media guides or via web posting on the football section of the athletics web site as well as in a general institution alumni publication to be chosen by the institution with the assent of the office of the Committees on Infractions. A copy of the publicized information, alumni publication, and information included in recruiting material shall be included in the compliance reports to be submitted annually to the Committees on Infractions.
12. The above-listed 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.
13. In accordance with Bylaw 19.5.2.7, the NCAA president shall forward a copy of the public infractions report to the appropriate regional accrediting agency.
14. At the conclusion of the probationary period, 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.

As required by NCAA legislation for any institution involved in a major infractions case, the University of North Carolina, Chapel Hill shall be subject to the provisions of NCAA Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, March 12, 2012.

Should the institution or either of the involved individuals appeal either the findings of violations or penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the appeals committee.

The Committee on Infractions advises the institution that it should take every precaution to ensure that the terms of the penalties are observed. 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 or imposing more severe sanctions or may result in additional allegations and findings of violations. An institution that employs an individual while a show-cause order is in effect against that individual, and fails to adhere to the penalties imposed, subjects itself to allegations and possible findings of violations.

Should any portion of any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. Should any actions by NCAA legislative bodies directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

NCAA COMMITTEE ON INFRACTIONS

Britton Banowsky, chair

John S. Black

Brian P. Halloran

Roscoe C. Howard Jr.

Andrea (Andi) Myers

James O'Fallon

Gregory Sankey

Rod Uphoff

APPENDIX ONE

CASE CHRONOLOGY.

2006

December 16 – The former assistant football coach was hired.

2007

August – The former tutor began employment with the institution's academic support center during her junior year at the institution.

2008

April 21 – The former tutor emailed student-athlete 1 five Education 441 course writing assignments containing conclusion paragraphs written by the former tutor.

November – The former tutor emailed student-athlete 3 a draft of a course assignment to which she made substantive changes and composed the works-cited page.

2009

March 7-14 - Student-athlete 5 received \$2,680 in lodging, airfare and training benefits from sports agent1.

March 7 and 8 – Student-athletes 7 and 8 received \$242 in meals, lodging and transportation benefits from a former student-athlete at the institution.

April 15 – The former tutor emailed student-athlete 2 an outline for a Communication 270 course writing assignment containing a thesis statement and other substantive material written by the former tutor.

May – The former tutor received an institutional award for tutoring excellence and received an undergraduate degree from the institution.

June – The former tutor emailed student-athlete 3 a draft of a course assignment to which she had made substantive changes and composed the works-cited page.

June 11 – Student-athlete 2 emailed the former tutor a draft of his Communication 224 course writing assignment and asked her for information to include.

June 12 – The former tutor emailed student-athlete 2 a draft of his Communication 224 writing assignment containing approximately two and one-half pages of content written by the former tutor.

July – The former tutor emailed student-athlete 3 research she had conducted for a course writing assignment and a draft of a course assignment to which she had added a works-cited page. An academic support center employee informed the associate director of academic support program that the former tutor was rumored to have visited football student-athletes at their residences.

July 3-5 – Student-athlete 5 received \$357 in air fare benefits from sports agent 2.

July 22 through August 1 – Student-athlete 5 received \$2,400 in lodging and training benefits from sports agent 1.

August 2009 – The director of academic support center and the assistant director of athletics for certification discussed rumors of potential inappropriate relationships between the former tutor and football student-athletes. The former tutor was notified by the director of academic support center that her contract with the institution's academic support center would not be renewed by the institution.

September 30 - Institution sent a letter to the former tutor instructing her that it was impermissible to continue providing tutoring services to student-athletes.

September 2009 through August 2010 – The former tutor provided approximately 142 hours of free tutoring services to football student-athletes.

2010

February - Student-athlete 4 received \$375 in jewelry benefits from student-athlete 1.

Spring - Student-athlete 6 received \$120 in meal benefits from various financial advisors. Additionally, he received \$1,000 in cash from student-athlete 1.

March – Student-athlete 4 received \$1,234 in air fare and lodging benefits from student-athlete 1.

March 5-10 – Student-athlete 7 received \$1,235 in meals, lodging, transportation and entertainment benefits from a former student-athlete at the institution.

March 8- 14 – Student-athlete 5 received \$1,262 in air fare and lodging benefits from sports agent 2.

March 11 – The former tutor paid \$150 flight change fee for student-athlete 4.

April 10 – Student-athlete 6 received \$5,000 from a jeweler from Miami, who student-athlete 5 met outside the Kenan Memorial Football Stadium after the football game.

April 24 and 25 – Student-athletes 3, 4 and 5 received a total of \$207 in lodging and entertainment benefits from sports agent 2.

May first summer session – The director of football student-athlete development received information from a staff member, whose identity he could not remember, about student-athlete 5's Twitter page containing excessive cursing. The director of football student-athlete development called student-athlete 5 into his office and told him to take down the excessive cursing comments on his Twitter page. Student-athlete 5 told the director of football student-athlete development that he removed the comments, but the director did not check the student-athlete's account. The associate athletics director for football administration also reported that he received information in May that the Twitter page contained excessive profane language but did not view the Twitter page.

May 7 and 12 – Student-athlete 5 received \$299 in air fare benefits from sports agent 2.

May 15 – Student-athletes 4 and 5 received \$1,326 and \$1,018, respectively, in air fare, lodging, transportation and entertainment benefits from sports agent 2.

May 21 – Student-athlete 8 traveled with the former student-athlete 1 and student-athlete 9 to Atlanta where they met with an agent and incurred benefits from the agent.

May 22 – Student-athletes 8 and 9 received a total of \$140 in transportation benefits from the agent and \$130 in lodging and transportation from a former student-athlete at the institution.

May 25-31 – Student-athletes 4 and 5 received \$1,163 and \$579, respectively, in air fare and lodging benefits from sports agent 2. Student-athletes 4 and 6 received \$398 in entertainment benefits from an employee of sports agency B. Additionally, student-athlete 6 received \$323 in lodging and transportation benefits from an unknown individual.

May 28-31 – Student-athlete 8 received \$506 in air fare, lodging and entertainment benefits from former student-athlete 1.

August 20 – The former tutor paid a \$1,789 fine for parking tickets accumulated by student-athlete 4.

September 5 – The former assistant coach resigned.

September 28 - The enforcement staff sent a letter to the former assistant coach's attorney requesting additional financial documentation.

November 4- Enforcement staff left a voicemail message with the former tutor's attorney requesting an interview.

November 12 through December 16 - The enforcement staff left three voicemail messages with the former tutor's attorney requesting an interview.

2011

January 3 - The enforcement staff sent a letter to the attorney for the former tutor.

January 19 – The attorney for the former tutor sent a letter to the enforcement staff stating that the former tutor would not interview and understood she may be charged with unethical conduct for refusing to cooperate with the investigation.

March 10 - The enforcement staff sent a letter to the former assistant coach's attorney requesting additional financial documentation as previously requested September 28, 2010.

June 7 - A notice of inquiry was sent to the institution.

June 13 - The enforcement staff sent a letter to the former assistant coach's attorney requesting an additional interview and financial documentation previously requested September 28, 2010, and March 10, 2011. That same day, the former assistant coach's attorney contacted the enforcement staff and informed the staff that his client would not be made available for an additional interview.

June 21 - The enforcement staff issued a notice of allegations to the institution and requested written responses by September 19, 2011.

June 30 – The attorney for the former tutor left a voicemail for the enforcement staff stating that the former tutor would not respond to the notice of allegations or attend the hearing.

September 19 - The NCAA Division I Committee on Infractions and enforcement staff received the institution's response to the notice of allegations.

September 22 - The Committee on Infractions and the enforcement staff received the former assistant coach's response to the notice of allegations.

September 22 - The enforcement staff conducted a prehearing conference with the institution.

September 28 - The enforcement staff conducted a prehearing conference with the former assistant coach.

October 28 – The institution and the former assistant coach appeared before the NCAA Division I Committee on Infractions.

2012

March 12 – Infractions Report No. 360 was released.

APPENDIX TWO

CORRECTIVE ACTIONS AS IDENTIFIED IN THE INSTITUTION'S SEPTEMBER 19, 2011, RESPONSE TO THE NOTICE OF ALLEGATIONS.

1. **Corrective Actions Regarding the Academic Support Program for Student-Athletes.**

In the fall of 2010, the institution formed a review committee to develop a strategic plan for the Academic Support Program for Student-Athletes (ASPSA). The institution had contemplated such a review in advance of academic support program for student-athletes' (ASPSA's) transition to a new facility for the 2011-12 academic year. When the institution learned of the events that gave rise to Findings B-1 and B-2, however, the review committee performed its work and made its recommendations with those events prominently in mind. The review committee's recommendations, together with the events that gave rise to Findings B-1 and B-2, led ASPSA to make several significant changes:

- a. ASPSA has abandoned the academic mentor program. Learning assistants now work with those student-athletes who are the least prepared for college-level academic work. Unlike academic mentors, learning assistants are not assigned to work with a single student-athlete for an entire academic term. They do not assist student-athletes with writing. All ASPSA learning assistants are graduate students, doctoral candidates, or current or former school teachers.
- b. ASPSA has imposed additional constraints on communications between student-athletes and their tutors and learning assistants. Contact between student-athletes and tutors outside of tutoring sessions, including communications by phone, email, social networking services, or text message, is expressly prohibited. Any communication between a student-athlete and his or her tutor must occur as part of an in-person tutoring session at the academic support center, or through the student-athlete's academic counselor.
- c. ASPSA has hired dedicated writing tutors to assist student-athletes with papers and other writing assignments. Nearly all writing tutors are graduate students, and many of them teach English composition on campus. The vast majority of the more than 20 writing tutors currently on staff has completed coursework from the department of English and comparative literature dedicated to the teaching of writing in a college classroom.
- d. The department of athletics has substantially increased the budget to hire and retain tutors. This change enabled ASPSA to increase the percentage of graduate students, retired faculty, and community members who serve as tutors. ASPSA has reduced dramatically the number of undergraduate tutors it employs. Of the approximately 80 tutors ASPSA currently employs, fewer than five are undergraduates. The rest are graduate students or professionals, including many school teachers, from the local community.

- e. ASPSA has hired an additional reading, writing, and learning specialist to work with those student-athletes who are the least academically prepared for college, particularly in the areas of writing and reading.
- f. ASPSA has started the process of hiring a full-time tutor coordinator dedicated specifically to recruit, hire, train, supervise, and evaluate the performance of tutors. This new position frees academic counselors, one of whom previously coordinated tutor assignments, to devote more attention to the academic progress of student-athletes.
- g. ASPSA has expanded rules education and training for its tutors beyond that described in the institution's response. Tutors now receive four evening training sessions at the beginning of each academic year. Training for the 2011-12 academic year featured, among other programming, a presentation by the associate director of the Undergraduate Tutorial Center at North Carolina State University. ASPSA also will provide additional training sessions more frequently during the academic year.
- h. ASPSA has expanded and improved its Tutor Handbook to include, among other material, more specific written guidance about helping student-athletes with writing assignments. The institution's Judicial Programs Officer, who works closely with the Honor Court, reviewed and approved this portion of the Handbook.
- i. ASPSA now provides student-athletes with NCAA rules education above and beyond that described in the institution's response. This additional education session, conducted as part of student-athletes' orientation to ASPSA, addresses their work with tutors specifically and in detail. Among other instructions, student-athletes are reminded that they may not socialize with any tutor outside the Academic Support Center or work with a tutor who is not employed by the institution.
- j. A compliance staff member now works full-time from an office in the Academic Support Center. Her presence facilitates communication between ASPSA and the compliance staff and provides a ready resource for rules education and the reporting of potential violations.
- k. ASPSA has collaborated with the Honor Court and the Office of the Dean of Students to reinforce the importance of the institution's Honor Code among student-athletes. In addition to annual Honor Court education sessions by institution administrators, members of each athletics team now lead peer-driven discussions about the importance of the Honor Code and the consequences of Code violations. Posters that feature student-athletes and the Honor Code will be placed not only in the Academic Support Center, but also in locker rooms.
- l. The football program has embraced changes at ASPSA. The summer SCORES program for football student-athletes now provides additional focus on academic skills and expectations. The interim head football coach has indicated that the

ASPSA employee who coordinates academic support for football student-athletes will attend coaches meetings regularly.

A revitalized faculty advisory committee will oversee the changes at ASPSA. Among other issues, this advisory committee will emphasize the institution's commitment to a thorough and ongoing assessment of ASPSA's program. The faculty advisory committee will serve not only an oversight function, but also as a resource for strategic planning and advice on day-to-day issues. This committee also will coordinate with ASPSA to develop and conduct annual assessments of the programming provided to student-athletes.

2. Certification of Ethical Conduct Requirement for the Department of Athletics.

Effective December 2010, the Department of Athletics instituted a policy by which all new staff members and continuing staff members must, on an annual basis, sign a statement certifying that they have not engaged in activities specifically precluded by Bylaw 10.1. Additionally, the policy requires that staff members disclose either past or current involvement with agents, financial advisors, or representatives of agents or advisors (e.g., runners).

3. Enhanced Rules Education Regarding Agents, Extra Benefits, and Preferential Treatment.

There was no indication during the joint investigation that student-athletes are not well-educated on regulations concerning agents, extra benefits, and preferential treatment. Nonetheless, the institution's compliance staff is enhancing the rules education provided to student-athletes in this area. The following efforts have already occurred, and continued enhancements will be added during the current academic year.

- a. The 2010-11 Football Player Guide includes an educational document on agents and extra benefits. That material has been revised and included in the 2011-12 Football Player Guide. Additionally, the document has been edited to make it applicable to all sports and was provided to all student-athletes at their team eligibility meetings in the fall of 2011. During these meetings, student-athletes were directed specifically to review the document, and the compliance staff explained its contents in detail.
- b. During each team's eligibility meeting in the fall of 2011, the institution's compliance staff provided direction to student-athletes regarding the NCAA's stance on the receipt of benefits from former teammates who are no longer in college, including, but not limited to, professional athletes. Student-athletes were informed that they are not permitted to accept benefits from these individuals

- beyond those that are consistent with the benefits provided to the student-athlete by the individual when he or she was a fellow college student.
- c. The 2011-12 Student-Athlete Handbook contains enhanced rules education concerning extra benefits and receipt of benefits from former teammates.
 - d. The department of athletics has contracted with Cornerstone Sports Consulting, an outside agency, to provide football student-athletes with an educational program to better prepare them to make informed decisions as they navigate the agent selection process as upperclassmen. Representatives from Cornerstone will meet with upper class football student-athletes and their parents before a home football game during the 2011 season. Additionally, Cornerstone staff will meet with these student-athletes at various times during the academic year to assist them with the agent selection process responsibly, legally, and in compliance with NCAA rules.
 - e. Beginning in August 2011, the compliance staff mailed letters to all agents registered with the department of athletics. These letters identify the guidelines in place for football student-athletes regarding contact with agents during the football season. A student-athlete may not meet with an agent on campus unless the agent is registered with both the North Carolina Department of the Secretary of State and the Department of Athletics. The compliance staff also mailed copies of these letters to the parents of all senior football student-athletes. Additionally, the letter was provided to, and regulations reviewed with, all departmental staff members who work in the Kenan Football Center.

4. Enhanced Rules Education Regarding Assistance Provided by Tutors.

During team eligibility meetings prior to the start of the 2011 football training camp, the compliance staff provided detailed information to all football student-athletes about the level of assistance they should expect to receive from tutors. For example, student-athletes were informed that they are not permitted to communicate electronically with tutors – by email, text message, Facebook, or otherwise – and that all necessary communication between tutors and student-athletes should be either in-person at the Academic Support Center or directed through ASPSA's full-time academic counselors. Additionally, student-athletes were reminded that tutors should never write or type on a student-athlete's paper. Rather, the tutor should employ strategies to assist student-athletes in finding errors and identifying solutions. These messages previously had been delivered to student-athletes in other ways, but the institution has now added this issue to team eligibility meetings, as well. The compliance staff implemented this enhanced education for football student-athletes, but it also provides the same information to student-athletes in other sports.

These points of emphasis were reiterated by the compliance staff to tutors during their training session on August 23, 2011. Additionally, tutors were informed that they will be

required to sign a statement at the end of each semester to certify that they followed all NCAA, University of North Carolina and ASPSA regulations, including those regarding electronic communication with student-athletes.

The 2011-12 Tutor Handbook contains enhanced education regarding extra benefits and the scope of permissible academic assistance that may be provided to a student-athlete.

5. More Restrictive Agent Contact Policy.

The football program has implemented a policy that limits football student-athletes' contact with agents, runners, and financial advisors to specific times and locations. The policy provides:

- a. Student-athletes with eligibility remaining are permitted to have in-person contact with agents only in the on-campus Kenan Football Center.
- b. In-person contact is not permitted between the dates of August 1 through the end of the regular season.
- c. Phone calls during this time period are permitted only between the hours of 7 p.m. and 10 p.m. on Sunday nights.
- d. Electronic communication (e.g., email, text messaging, and social networking) is prohibited from Thursday through Saturday.
- e. All literature must be sent through the compliance staff, which will deliver it to the student-athletes at an appropriate time.

Student-athletes have been educated on this policy, and the compliance staff has sent a letter detailing the regulations to all agents who have registered with the department of athletics.

6. Expanded Compliance Staffing.

Prior to the joint investigation, the department of athletics approved the addition of a compliance staff member with responsibilities concentrated in the area of financial aid. The goal of this staffing increase was to enable the associate director of athletics for compliance to focus efforts on enhancing the overall compliance program. The assistant director of compliance for financial aid began employment in May 2011.

The assistant director of athletics for eligibility and certification, a member of the compliance staff, has relocated to ASPSA's facility. This move provides for enhanced and timely communication between the compliance staff and ASPSA staff (including tutors), and also makes the compliance staff more accessible to the student-athletes, who frequent the academic support center.

During the fall of 2010, the director of athletics convened a committee to conduct a review of the department of athletics' compliance operation. This committee reviewed the staffing and responsibilities of the compliance office and compared them to the work

performed by athletics compliance departments at other universities. It also explored NCAA, the Atlantic Coast Conference and the institution's areas of compliance focus and made recommendations to efficiently and effectively improve the institution's compliance efforts. Following this review, the committee recommended that the compliance office expand to include a fifth full-time staff member. The director of athletics has approved the addition of this staff member, whose responsibilities will concentrate in the areas of rules education and monitoring.

7. Additional Monitoring Mechanisms.

- a. Travel Notification Forms. Beginning with the 2010-11 academic year, football student-athletes were required to complete a Travel Notification Form any time they left campus, as opposed to solely during extended academic year or football breaks. Effective for the 2011-12 academic year, completion of these forms requires that a student-athlete obtain prior permission, by signature, from his position coach, the head coach, the associate director of athletics for football administration, or the director of football student-athlete development. Football staff members still use these forms to obtain contact information for the student-athletes, but they now review the forms to identify potential concerns about extra benefits or preferential treatment, as well. Football staff members will be reminded periodically in writing of their obligation to monitor these student-athlete forms and, in addition, to be attentive to any student-athlete communication that indicates the student-athlete might be at risk of engaging in conduct that violates NCAA legislation regarding impermissible benefits. If such concerns arise, football staff will address them with the student-athlete and the compliance staff.
- b. Use of Football Center Facilities by Former Student-Athletes. Effective May 16, 2011, the department of athletics and the football program instituted a written policy concerning the use of Kenan Football Center facilities by former football student-athletes. All former football student-athletes who want to use Kenan Football Center facilities will be required to read and sign this policy annually, certifying both their understanding of the regulations and their agreement to abide by them. Additionally, appointed personnel in the Kenan Football Center will maintain attendance logs to record the days on which these individuals use the facility. Compliance staff will review these logs regularly.
- c. Social Networking Policy. The department of athletics has implemented an updated policy regarding social networking use by student-athletes. The policy provides guidelines for student-athletes pertaining to their use of various social networking sites and informs them of online behavior that the department will not tolerate. The policy notifies student-athletes that at least one coach or administrator has been assigned to monitor sites regularly, including specifically evaluating postings that identify possible improper extra benefits or agent-related

activities. The policy also provides direct contact information for the compliance office so that any concerns about a student-athlete's posting or other online activity related to potential NCAA violations can be reported immediately to that office. Finally, the policy specifies a range of sanctions for violations, including termination of athletics grant-in-aid and dismissal from the team.

- d. Parking Citations. The institution's Parking Services Division will provide the department of athletics with biweekly reports of parking citations received by student-athletes during the academic year. The football program has implemented a policy that requires football student-athletes to pay all parking citations by the end of each month. If a football student-athlete receives four parking citations in a semester, he will lose driving privileges until all parking fines have been paid. If that student-athlete receives five parking citations in a semester, he will forfeit driving privileges for the rest of the academic term.
8. The institution declared student-athletes 3, 4, 5, 6, 7, 8, 9 and three other student-athletes ineligible prior to the first football game of the 2010 season.
9. The institution declared another student-athlete ineligible on September 3, 2010.
10. The institution declared another student-athlete ineligible on September 3, 2010, requiring repayment.
11. The institution requested and received the former assistant football coach's resignation on September 5, 2010.