University of Mississippi

Response to Notice of Allegations

Case No. 189693

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INTRODUCTION

In early September 2012, the University of Mississippi (the "University") received a letter from the Southeastern Conference (the "SEC") providing information about potential violations of NCAA legislation in its women's basketball program. The University promptly began an internal investigation that resulted in the discovery of significant rules violations. The University notified the NCAA enforcement staff of its investigation, which led to the University receiving a Notice of Inquiry in October 2012. This inquiry eventually expanded to include two other sports and extended more than three years, with the University receiving the Notice of Allegations (the "Notice") in January 2016.

From the moment the University received information about potential rules violations and in the three and a half years since, the University has been guided by its commitment to institutional integrity as reflected in its relentless efforts to discover the truth, deal with any potential rules violations transparently, and hold those responsible accountable. For all of the alleged violations, the University and enforcement staff largely agree on the material underlying facts. As a result of years of hard work by both the University and the enforcement staff, the University only contests one allegation and the leveling of five others.

In light of this broad agreement, the University's Response focuses on: (1) those allegations where more context is helpful to the Committee on Infractions (the "Committee") in determining an appropriate remedy; (2) those allegations where the University differs from the enforcement staff on how to most fairly characterize the underlying facts or how those facts should be viewed under applicable NCAA rules; (3) the University's commitment to rules

compliance and enforcement as demonstrated throughout this process; and (4) the corrective measures that the University has already implemented.

The University has accepted responsibility for the violations that occurred and self-imposed meaningful penalties. While discussed in more detail below, they collectively and generally include the termination of four coaches, including the only two involved head coaches still employed when the violations were discovered; the disassociation of every involved booster; a post-season ban in women's basketball; a double-digit reduction of scholarships in the football program; a significant reduction in off-campus evaluation days and official and unofficial visits in football and track and field; violation-specific rules education across all involved sports; and a $159,325.00 financial penalty. In every one of these situations, the University carefully weighed the appropriate range of penalties and erred toward the upper limits.

In discerning the appropriate classification for this case, the University has sought to balance its acceptance of responsibility with two additional, significant factors: (1) the University's proactive approach to compliance issues and exemplary cooperation throughout this process, efforts which resulted in the University discovering and self-reporting the information that led to the discovery of most of the violations included in the Notice; and (2) the fact that all but one of the 16 Level I violations arose from intentional misconduct committed by rogue former employees or boosters outside the University's direct control acting in contravention of rules education provided to them by the University. As a result of this analysis, the University has determined that, to the extent the current penalty guidelines apply, the proper classification is Level I – Mitigated for football and Level II – Standard for track

and field. Although a post-season ban may be imposed in a Level I – Mitigated case, the University believes a ban is unnecessary here based upon applicable precedent[1] and because the most serious allegations occurred years ago, involving staff and student-athletes long-since separated from the University.[2]

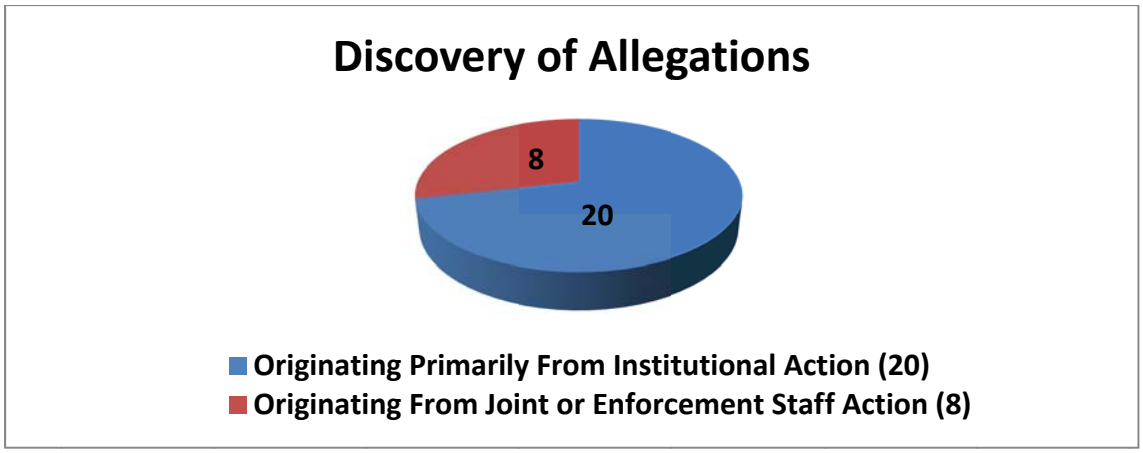
(1) Exemplary Cooperation – The University's Discovery And Self-Reporting Of Violations

The University has demonstrated an extraordinary level of initiative and cooperation throughout this process. At every step of the investigation, the University has been committed to finding the truth, no matter the issue. This commitment and determination to "get it right" is what led the University to initiate the inquiry or discover the preliminary information that led to 20 of the 28 allegations and to participate as an active partner with the enforcement staff in investigating all of the allegations.[3]

[1] In fact, the institution is only aware of one instance, *Southern Methodist University* (September 29, 2015), where the Committee imposed (as opposed to an institution self-imposing) a post-season ban where the institutional case was classified at the standard level. In that case, which was Southern Methodist University's tenth major infractions case, the Committee noted that it "initially arose out of false information submitted by the former compliance director to the" Committee and included the institution's decision to retain a head coach who "committed multiple severe violations and failed in his head coach responsibility[.]" In analyzing that case as part of its evaluation, the University feels its circumstances, both present and historically, are dramatically different.

[2] Even if the Committee determines that the case is more properly classified as Level I – Standard, the University submits that the unique facts of this case warrant a downward departure pursuant to Bylaw 19.9.6 from any required post-season ban.

[3] For 10 of the allegations, the University investigated and reported violations with little involvement from the enforcement staff until late in the process (*i.e.,* Allegations Nos. 6, 8-9, and 14-20). For another eight, the University uncovered and reported the initial information that led to the discovery of potential violations by the University and the enforcement staff acting in concert (*i.e.*, Allegations Nos. 21-28). In a third category of violations, the initial information came from the enforcement staff but the University's exemplary cooperation and diligent investigation led, in whole or in part, to the discovery of the violation (*i.e*., Allegations Nos. 1-2). For the remaining eight allegations, the initial information that led to the discovery of the alleged violation came from the enforcement staff, and the University fully participated in and cooperated with the enforcement staff in discovering the underlying facts.



As outlined below, the University's exemplary cooperation permeates every aspect of this case. Several of the most serious violations would not have been discovered or supported but for the persistence and creativity of University staff and counsel.

(A) Women's Basketball

The University's exemplary cooperation began with its response to a request from the SEC to look into the recruitment and/or academic credentials of two prospective student-athletes. Early in the inquiry, the University became concerned that one or more members of the coaching staff, all of whom were hired in March 2012 or later and had yet to coach a game, may have committed serious academic violations. The University reacted aggressively to address these concerns and took critical steps to expand the scope of its inquiry and preserve potential evidence, such as imaging computers, performing e-mail and document searches, reviewing and securing text messages, call history, and other records on student-athlete and staff cell phones, reviewing telephone records, preserving or restoring e-mail records, and tracking network activity associated with computers used by the women's basketball staff.

When it became apparent that two staff members were actively destroying electronic records to cover their tracks, the University's team promptly notified the enforcement staff and

the SEC. The enforcement staff authorized the University to quickly move forward with its investigation rather than waiting for NCAA investigators to get involved.

The University's extraordinary efforts to identify, locate, and preserve information proved critical to uncovering the misconduct of the two staff members. The University's investigation included the recovery of e-mails and documents deleted and presumed destroyed by these staff members, acts which resulted in the unethical conduct charges contained in Allegations Nos. 15-18. The University's efforts also led to the impermissible contact and head coach control charges in Allegations Nos. 19-20. In response to its findings on these issues, the University terminated the employment of the involved staff members and the head coach.

Although it does not change the fact that serious violations occurred in women's basketball, the Committee would not have the benefit of most of the information presented in the Notice without the University's quick and decisive actions. Highlighting this fact, during an October 4, 2012, call, the enforcement staff described the University's work as "amazing" and its actions as the kind the Committee would recognize as mitigating.

(B) Track and Field

The underlying track and field violations involve circumstances that would have been manageable had they been addressed by the coaching staff in an appropriate and timely manner. For example, the official visit violations involving meals and lodging would have been Level III violations, self-reported in the ordinary course, if the coaching staff had responded as the University expected them to when the issues arose. Regardless of the nature or reason for the allegations, none of the track and field violations would have been uncovered but for the University's actions. More specifically, it was the University's monitoring program that first led

the compliance staff to suspect a departing assistant coach may have knowledge of potential rules violations. The compliance staff's efforts convinced the reluctant coach to share information about potential infractions, and the University's subsequent investigation into the report confirmed their existence. Although the University and the enforcement staff jointly investigated the assistant coach's allegations, the University is confident it would have discovered these violations on its own had it not already been working with the enforcement staff on other matters.

(C) Football

The investigation into the football program involved similar University investigative efforts resulting in multiple self-discovered violations. The football inquiry began in the spring of 2013 with the University investigating and establishing the facts that provide the basis for Allegations Nos. 6, 8, and 9. The University's investigation into these allegations was nearly complete when the enforcement staff joined the University's efforts. The University is also responsible for discovering or developing much of the information supporting the extra benefits violations involving two student-athletes in Allegations Nos. 1-(b) and 1-(c). These violations serve as part of the predicate for Allegation No. 2. After the loaner car issue first arose as to student-athlete Student-Athlete 1, the University discovered and self-reported student-athlete Student-Athlete 2's separate use of a loaner car. Moreover, the University's additional efforts in reviewing all of the involved dealership's loaner car records led to the discovery that Student-Athlete 1 had use of two additional loaner cars during 2015. The University self-reported this information to the enforcement staff, knowing these facts may support a Level I allegation and present significant eligibility issues for the student-athletes.

* * *

The University's investigation, both on its own and in conjunction with the enforcement staff, has been thorough, comprehensive, and exhaustive. More than 265 interviews have been conducted over the course of the investigation, a number of which were conducted by the University alone. The University retained outside counsel experienced in NCAA matters to lead its efforts. Senior University leaders, particularly general counsel Lee Tyner, personally participated in every phase of the investigation. Athletics director Ross Bjork and compliance personnel also spent countless hours working with the enforcement staff. The Chancellor and former Chancellor have also been actively involved in the University's investigation and decision-making. By the time this matter will have concluded, the University will have spent more than $1,500,000.00 on this investigation, a sum that does not include the thousands of hours devoted to the investigation by University professionals.

(2) The Nature Of The Violations

Institutions are responsible for the actions of their employees and boosters. The Committee has recognized, however, that the classification for the case against the institution – whether aggravated, standard, or mitigated – should be analyzed separately based upon the institution's unique aggravating and mitigating factors. In other words, an institution's case is not judged solely on the underlying misconduct of its employees or boosters, and the Committee may consider a lower range of penalties based upon, among other things, the institution's compliance efforts and conduct during an investigation. (Exhibit IN-1, *University of Louisiana at Lafayette* (January 12, 2016), at 21; Exhibit IN-2, *University of Southern Mississippi* (April 8, 2016), at 32.)

In this case, all but one of the alleged Level I violations result from: either (1) intentional violations or efforts to conceal misconduct by former employees or student-athletes who face unethical conduct charges and personal sanctions (*i.e.*, Allegations Nos. 10-18, 26, and 28); or (2) actions of individual boosters who conducted themselves contrary to rules education provided by the University (*i.e.*, Allegations Nos. 1, 3-4, and 8). The single remaining Level I allegation is the head coach responsibility charge in women's basketball (Allegation No. 20), which is premised on the other Level I violations in that sport.

(3) The University Has Appropriately Addressed The Violations

The University has self-imposed appropriate penalties for the violations and implemented corrective and remedial measures to minimize the risk of recurrence. In addition to the immediate, punitive actions the University took during the early stages of the women's basketball investigation, the University imposed a post-season ban and implemented scholarship and recruiting reductions. Further, the University has disassociated every booster involved in the football allegations, imposed significant scholarship reductions and recruiting limitations, and required additional rules education for current staff members. Likewise, none of the coaches involved in the track and field allegations are currently employed with the University. The University has also provided additional rules education to its current track and field staff and imposed serious reductions in off-campus recruiting contacts and on-campus official visits.

RESPONSE TO NOTICE OF ALLEGATIONS

A. Processing Level of Case.

Based on the information contained within the following allegations, the NCAA enforcement staff believes this case should be reviewed by a hearing panel of the NCAA Division I Committee on Infractions pursuant to procedures applicable to a severe breach of conduct (Level I violation).[4]

RESPONSE TO PROCESSING LEVEL:

The University agrees that this case should be processed pursuant to the procedures applicable to a Level I violation.

[4] *Pursuant to NCAA Bylaw 19.7.7.1 (2015-16), if violations from multiple levels are identified in the notice of allegations, the case shall be processed pursuant to procedures applicable to the most serious violations alleged.*

B. Allegations.

Football.

OVERVIEW:

There are four categories of violations within the University's football program: (1) the David Saunders allegations (Allegations Nos. 10-13); (2) the 2012-13 recruiting allegations (Allegations Nos. 6 and 8); (3) the Level III violations (Allegations Nos. 5, 7, and 9); and (4) the booster allegations (Allegations Nos. 1-4). Each category is independent of and different in nature and kind from the others; these are not systemic violations. The University has taken targeted and aggressive steps to penalize the individuals who committed these infractions, self-imposed meaningful sanctions that will deeply impact its football program, and implemented needed corrective measures – both during this nearly four-year investigation as well as leading up to this submission.

Before turning to a discussion of the violations alleged in the Notice, the University believes a chronological overview of these four categories will promote a more complete understanding of how each of the issues arose.

(1) The David Saunders Allegations

The underlying events that led to the first set of alleged violations occurred in the summer of 2010, about six years ago and a year and a half before the current coaching staff was hired in December 2011. These allegations involve two members of a previous coaching staff, former football staff member David Saunders and former assistant football coach Chris Vaughn. The violations concern three distinct issues: (1) Saunders allegedly arranging on one occasion for fraudulent ACT scores for three prospects; (2) Saunders and Vaughn committing

unethical conduct related to the investigation into testing fraud; and (3) impermissible temporary lodging, meals, and transportation for six prospects during June and July 2010.

(A) Testing Fraud

The University agrees that the testing fraud described in Allegation No. 10 occurred. Despite its best efforts, the University has been unable to determine exactly how the fraud was committed.[5] However, on balance, the information developed during the course of this investigation tends to establish that former staff members Saunders and Vaughn played a role in arranging for three student-athletes to receive fraudulent entrance test scores, deceiving the University as well as ACT, Inc. ("ACT"), and the NCAA Eligibility Center.

The University accepts responsibility for the actions of its former employees. Nevertheless, the information developed during the course of the joint investigation establishes that the University acted proactively, in real-time, in response to the information it received about the prospects' tests in 2010. Rather than relying solely on the NCAA Eligibility Center to determine the validity of these students' academic credentials, the University flagged all three of their test results due to the significant increase over their scores from prior tests. In the summer of 2010, the University requested that ACT review and validate the results as required by institutional policy and in light of the SEC's policy applicable to significant test score increases. Like other NCAA institutions across the country, the University reasonably relied on ACT to take appropriate steps to determine whether the test scores were valid. The University

[5] Although the University is aware that ACT has conducted its own investigation into the testing site in question, ACT has refused to disclose the results of that investigation. To date, ACT has never notified the University that it has invalidated the test scores for the three student-athletes at issue.

did not admit the student-athletes, give them financial aid, or allow them to participate in football activities until after ACT validated the scores.

(B) Unethical Conduct

Allegations Nos. 12 and 13 concern unethical conduct committed by Saunders and Vaughn related to their actions during the investigation, years after they had left the University. For this reason, the violations are not attributable to the University for any reason, including for purposes of institutional penalties.

(C) Impermissible Lodging And Local Transportation

The final allegation from 2010, Allegation No. 11, pertains to benefits received by six prospective student-athletes attending a summer school program in Location 1. Saunders and Vaughn provided them or their families with the contact information for a local-area church leader named Individual 1. During the summer, each of the prospects lived in Individual 1's home, under Individual 1's supervision, and received local transportation to the classes from Individual 1 and his family. Saunders and Vaughn were both aware of the prospects' living arrangements, and the violations are solely attributable to their conduct.

(2) The 2012-13 Recruiting Allegations

The next category includes recruiting allegations involving two staff members in 2012-13. Setting aside the Level III violations from the same year (Allegations Nos. 5 and 9 are dealt with separately below), two allegations relate to this time period: Allegation No. 6, which concerns former student-athlete Student-Athlete 1's official visit; and Allegation No. 8, which concerns benefits provided to four prospects by Individual 2 , a representative of the University's athletics interests. The University discovered both of these issues as part of an

independent review of potential recruiting violations in early 2013. The University investigated and then reported the issues to the enforcement staff when it found sufficient evidence to believe that violations had occurred.

As explained below in more detail, both of these violations resulted, at least in part, from mistakes made by members of the University's athletics staff in assessing whether certain actions violated NCAA legislation. The University does not condone what happened in either instance and has imposed appropriate penalties and implemented corrective measures.

(3) The Level III Allegations

The Notice includes three Level III violations in Allegations Nos. 5, 7, and 9, two of which date to 2013 and one of which occurred in 2014. The University does not contest any of these allegations and has already taken appropriate steps to report and address them through regular channels, including student-athlete reinstatement and conference action.

(4) The Booster Allegations

The three remaining Level I violations (Allegations Nos. 1, 3, and 4) are attributable to individuals who qualify as representatives of the University's athletics interests under NCAA legislation. Allegations Nos. 3 and 4 involve violations where boosters provided money and/or lodging to Family Member 1, Student-Athlete 1's former step-father. Family Member 1 used his relationship with Student-Athlete 1 and Student-Athlete 1's mother to solicit and receive impermissible benefits. Family Member 1's actions and the actions of these boosters were contrary to rules education they had received from the University.

It is unclear whether Student-Athlete 1 knew about Family Member 1's misconduct. Student-Athlete 1 and Family Member 1 were never close; in fact, Student-Athlete 1 and Family

Member 1 were estranged during significant stretches of time, including in the months leading up to their highly publicized physical altercation in June 2015. Had it not been for this altercation, which resulted in Family Member 1's decision to disclose his secret dealings in an effort to harm Student-Athlete 1, it is unlikely that the University or enforcement staff (or Student-Athlete 1) would have discovered Family Member 1's connection to the two boosters. The University has admitted and addressed these violations, and Student-Athlete 1 has made restitution for the benefits Family Member 1 received. The University has also indefinitely disassociated the two boosters who provided Family Member 1 with money and lodging.

The remaining Level I violation (Allegation No. 1) involves loaner cars that booster Business 1 provided Student-Athlete 1 and another student-athlete, Student-Athlete 2. Both student-athletes retained a loaner car after there was no longer a legitimate reason for them to have one. Student-Athlete 1 also acquired two different loaner cars while Business 1 employees searched for a used Dodge Challenger he was interested in purchasing.

Student-Athlete 1's conduct in accepting benefits from Business 1 was contrary to the extensive NCAA rules education he received from the University as a "high profile" student-athlete. The evidence also suggests that Student-Athlete 1 avoided the comprehensive systems put in place to monitor vehicle use.

Although the University does not dispute the factual basis for the violation involving Student-Athlete 2, it notes that the infraction resulted from an initially permissible arrangement between Student-Athlete 2 his father, and Business 1. The violation occurred when Student-Athlete 2, after being told by a Business 1 employee that only his father could return the loaner car (because it had been issued to Student-Athlete 2's father), kept that car

for about a month after retrieving his repaired vehicle. As a result of these violations, the University disassociated Business 1 and one of its owners for a three-year period, equal to the length of its proposed probation in this case.

RESPONSE TO ALLEGATIONS:

1. *[NCAA Division I Manual Bylaws 16.11.2.1 (2014-15 and 2015-16), 16.11.2.2-(a) (2014-15) and 16.11.2.2-(c) (2014-15 and 2015-16)]6*

   It is alleged that between August 2014 and August 2015, Business 1, a representative of the institution's athletics interests, provided football student-athletes Student-Athlete 1 (Student-Athlete 1) and Student-Athlete 2 with impermissible extra benefits in the form of complimentary vehicle use. Additionally, in June 2015, Business 1 and Individual 3, owner of Business 1 and representative of the institution's athletics interests, provided Student-Athlete 1 with an impermissible loan. The total monetary value of these extra benefits was approximately $7,495. Specifically:

   a. *On at least two occasions in the summer of 2014, Student-Athlete 1 took his personal vehicle to the Business 1 service department for repairs. During this time period, Business 1 loaned Student-Athlete 1 a 2012 Nissan Titan at no cost pursuant to its loaner vehicle program available to service customers. On or around August 11, 2014, while Student-Athlete 1 was in possession of the Titan, Business 1 and Student-Athlete 1 decided to forego further repairs on Student-Athlete 1's vehicle, which ended Student-Athlete 1's status as a service customer. However, Student-Athlete 1 kept the Titan until October 28, 2014. Student-Athlete 1's possession of the Titan from at least August 28 to October 28 was outside the scope of Business 1 loaner vehicle program. The value of the extra benefit was approximately $2,416. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(c) (2014-15)]*

   b. *In February 2015, Student-Athlete 1 approached the Business 1 sales department regarding purchasing a used Dodge Challenger. On February 16, 2015, Business 1 loaned Student-Athlete 1 a 2004 Chevrolet Tahoe at no cost. Student-Athlete 1 possessed the Tahoe continuously from February 16 to May 11, 2015. On May 11, Business 1 loaned Student-Athlete 1 a 2008 Nissan Armada at no cost because the Tahoe had been sold. Student-Athlete 1 possessed the Armada continuously from May 11 to June 10, 2015. Student-Athlete 1's possession of these two vehicles was outside the scope of Business 1's loaner vehicle program. The value*

[6] *This allegation is the basis for Allegation No. 2.*

of these extra benefits was approximately $1,324. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(c) (2014-15)]

c. *In late April 2015, Student-Athlete 2 took his personal vehicle to the Business 1 service department for repairs. Around this time, Business 1 loaned Student-Athlete 2 a 2013 Chevrolet Impala at no cost pursuant to its loaner vehicle program available to service customers. As of July 7, 2015, while Student-Athlete 2 was in possession of the Impala, the repairs to Student-Athlete 2 personal vehicle had been completed and paid for, which ended Student-Athlete 2 status as a service customer. However, Student-Athlete 2 kept the Impala until August 10, 2015. Student-Athlete 2 possession of the Impala from July 7 to August 10 was outside the scope of Business 1's loaner vehicle program. The value of the extra benefit was approximately $755. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(c) (2014-15 and 2015-16)]*

d. *On June 10, 2015, Student-Athlete 1 purchased a 2010 Dodge Challenger from Business 1 and financed the purchase through the dealership. The financing agreement for the Challenger stated that Student-Athlete 1 paid a $3,000 cash down payment June 10; however, Student-Athlete 1 did not make a down payment. Rather, Individual 3 and Business 1 provided Student-Athlete 1 a $3,000 deferred-payment, interest-free loan toward the down payment. This loan is not generally available to car buyers of Business 1. The value of the extra benefit was $3,000. [NCAA Bylaws 16.11.2.1 and 16.11.2.2-(a) (2014-15)]*

Level of Allegation No. 1:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 1 is a severe breach of conduct (Level I) because the alleged violations (a) seriously undermine or threaten the integrity of the NCAA Collegiate Model, (b) provided substantial or extensive impermissible benefits and (c) were not isolated or limited. [NCAA Bylaw 19.1.1 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 1:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 1. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 1 is

substantially correct,[7] (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

Business 1, a representative of the institution's athletics interests when the violations occurred, is one of the largest vehicle dealerships and repair centers in the Oxford, Mississippi area. Business 1 has been a sponsor of the University's athletics programs for many years, and one of the dealership's owners is a representative of the University's athletics interests. Business 1 has repeatedly received specific rules education on NCAA legislation, including the prohibition on providing free or discounted goods or services to enrolled student-athletes. (FI No. 57, FB 4466-4579.)

The business practice primarily at issue here is Business 1 loaner car policy. According to multiple employees interviewed during the investigation and loaner car records reviewed by the University, there is little question that Business 1 loaner car policy is more generous than other dealerships. Business 1 provides loaner cars for customers whose vehicles are being repaired. (FI No. 26, 8/7/15 Interview Transcript of Individual 4, at 7-9; FI No. 28, 8/10/15 Interview Transcript of Individual 5, at 8-12.) The dealership also provides loaner cars for customers who want to purchase a vehicle.[8] (FI No. 33, 8/18/15 Interview Transcript of

[7] As to Allegation No. 1-(c), the University notes that Student-Athlete 2's vehicle was actually towed to Business 1 for repairs at the direction of Student-Athlete 2's father (not taken in by Student-Athlete 2). Student-Athlete 2's father requested that Business 1 provide his son with a loaner car to use while repairs to Student-Athlete 2's vehicle were ongoing.

[8] In both instances, the length of time the customer is allowed the loaner vehicle varies depending on the customer's specific situation. Business 1 salesperson Individual 6 stated:

> It varies just according to how long [the customer's vehicle is] in the shop or how long we've got somebody looking at a car or looking for a car for some customer. I've had some stuff for a couple of months and some for overnight, you know. It's just according to what the predicament is.

(FI No. 33, 8/18/15 Interview Transcript of Individual 6, at 18.)

Individual 6, at 3-4, 9, and 11.) As a result, it is common for Business 1 to have dozens of loaner cars being used by customers at any given time. For example, when the University's legal counsel reviewed a banker's box of loaner car forms generated by Business 1 and its customers over an approximately one-month period from July 15, 2015, to August 19, 2015, the University was able to identify 80 separate instances of customers receiving loaner cars from Business 1's sales, body shop, and service departments. These customers came from all walks of life. The records also reflected loaner cars provided to University students who were non-athletes.

In light of its independent review of Business 1 documents confirming both the existence of this policy and its application, the University is comfortable that these loaner car arrangements did not originate as knowing and intentional violations where Business 1 varied from established business practices by allowing student-athletes to use its vehicles at no cost. Thus, the issue is not that Student-Athlete 1 and Student-Athlete 2 were initially provided loaner cars from Business 1, but that Student-Athlete 1 and Student-Athlete 2 kept those cars after there was no longer any need for a loaner.

(1) Student-Athlete 1

Business 1 provided three loaner cars to Student-Athlete 1 over two separate time periods. Student-Athlete 1 received the first loaner car (a 2012 Nissan Titan) sometime in July 2014 after he brought his personal vehicle (a 2002 Chevrolet Impala) to Business 1 for repairs. While the arrangement was permissible at the outset, Student-Athlete 1's use of the Titan became a violation when Student-Athlete 1 failed to promptly return that car after both Business 1 and Student-Athlete 1 agreed that his Impala was unusable and beyond repair in August. Instead, Student-Athlete 1 continued to use the Titan for approximately eight more

weeks (from August 28, 2014, until October 28, 2014) until the University's compliance office discovered he had the car and instructed him to return it to the dealership. The University agrees that Student-Athlete 1's continued use of the Titan violated NCAA legislation.

At the time, for the reasons explained more fully in the University's response to Allegation No. 2, the University believed that Student-Athlete 1's use of the Titan was permissible. This conclusion was based upon information Student-Athlete 1 provided about how long he had used the Titan, information which the University later determined to be inaccurate. Nevertheless, compliance personnel made clear to Student-Athlete 1 that he should return the car to avoid any appearance or suggestion of a rules violation (or a violation itself). The University is satisfied that Student-Athlete 1 understood in late October 2014 that he should not accept any loaner car going forward – at least not without clearing it with the University's compliance office first.

A few months later in February 2015, Student-Athlete 1 returned to Business 1 to discuss purchasing a used Dodge Challenger to replace his Impala. Business 1 did not have a Challenger matching Student-Athlete 1's description on its lot. Business 1 provided Student-Athlete 1 with a second loaner car (a 2004 Chevrolet Tahoe with 150,692 miles) to use while it searched for the used Challenger. Student-Athlete 1 kept the Tahoe for approximately three months until Business 1 sold it to another person.[9] Business 1 then replaced the Tahoe with a third loaner car (a 2008 Nissan Armada with 131,196 miles) while it continued its search for a Challenger Student-Athlete 1 could afford. Student-Athlete 1 used the Armada for a month

[9] Business 1 used its used vehicle inventory as a supply of loaner cars. Although the Tahoe was in Student-Athlete 1's possession, Business 1 continued to advertise it for sale.

until Business 1 found a vehicle for him to purchase (a 2010 Dodge Challenger with 100,632 miles). The University agrees that the violations in Allegations Nos. 1-(a) and 1-(b) occurred as alleged.

Finally, Business 1 violated NCAA legislation when the dealership deferred Student-Athlete 1's $3,000.00 down payment on the Challenger by three to four months until Student-Athlete 1 received his scholarship and Pell Grant awards and had the financial resources to pay the full amount. (FI No. 24, 8/6/15 Interview Transcript of Student-Athlete 1, at 88; FI No. 38, 8/27/15 Interview Transcript of Student-Athlete 1, at 46-48.) The purchase price for the Challenger was reasonable and appropriate, and the rate of interest Student-Athlete 1 agreed to pay – 20 percent – was anything but favorable to Student-Athlete 1. (*See* FI No. 13, FB 3828-3832.) However, it has not been reasonably established that this specific down payment arrangement was generally available to similarly situated customers at Business 1's Oxford dealership or that Business 1 routinely approved deferrals of similar customers' down payments.[10] As such, the University agrees that the violation occurred.

(2) Student-Athlete 2

The violation involving Student-Athlete 2 arose out of vastly different circumstances. After Student-Athlete 2 vehicle was vandalized and suffered significant damage, Student-Athlete 2's father arranged to have the vehicle towed to Business 1 and repaired. (FI No. 37, 8/27/15 Interview Transcript of Student-Athlete 2, at 8-11.) Student-Athlete 2 and his father

[10] According to Business 1, the finance company that purchased Student-Athlete 1's loan is a related corporation with shared ownership. Business 1 contends that it regularly defers down payments to facilitate sales financed under high-interest rate loans through this company, particularly where the customer can identify a concrete source of repayment in the foreseeable future (*e.g.*, a tax return or Pell Grant disbursement). While the University believes that this may be true, Business 1 has not provided sufficient information for the University to conclude that unemployed college students have commonly been approved for these deferred down payment loans.

chose Business 1 because the family had a strong connection to the General Motors brand through Student-Athlete 2's grandfather, a former General Motors employee. (FI No. 32, 8/18/15 Interview Transcript of Student-Athlete 2, at 12; FI No. 37, 8/27/15 Interview Transcript of Student-Athlete 2, at 7-8.) The repairs were to be paid for by the family's insurance company. (FI Nos. 34 and 35; FI No. 37, 8/27/15 Interview Transcript of Student-Athlete 2, at 8.) After Student-Athlete 2 parents attempted but could not accommodate Student-Athlete 2 transportation needs using other family-owned vehicles, Student-Athlete 2 father looked into a short-term rental for Student-Athlete 2 under the insurance policy. (FI No. 36; FI No. 37, 8/27/15 Interview Transcript of Student-Athlete 2, at 12.) While doing so, Student-Athlete 2 father learned about Business 1's loaner policy and requested and received a loaner car in his name for his son to use. (FI No. 37, 8/27/15 Interview Transcript of Student-Athlete 2, at 13 and 16.)

After Business 1 repaired Student-Athlete 2 vehicle, Student-Athlete 2 tried to return the loaner car but was told his father had to be present for Business 1 to accept it because the loaner had been issued to the father. (FI No. 32, 8/18/15 Interview Transcript of Student-Athlete 2, at 21-25.) Student-Athlete 2 eventually picked-up his own vehicle without returning the loaner car or arranging for his father to do so, keeping the loaner car for approximately one month. (*See id.*) The University agrees that Student-Athlete 2 failure to return the loaner car when retrieving his vehicle violates NCAA legislation, as there is no evidence that this was a benefit generally available to Business 1 customers.

* * *

As a result of these violations, the University has disassociated Business 1 and the involved owner for a three-year period equal to the length of the University's proposed probation. During the three years, Business 1 will not be permitted to participate in promotional activities with the University. Further, Business 1 has agreed to notify the University as soon as it learns that a student-athlete has brought in a personal vehicle for repairs and before a loaner car is provided, and the University will provide regular notices reminding Business 1 of this obligation. Both Business 1 and the University's compliance office have designated contacts to ensure information is provided consistently and in a timely manner so that the University can prevent future, similar violations of NCAA legislation. In addition, the University has conducted and will continue to conduct targeted rules education with Business 1 employees regarding the provision of extra benefits to University student-athletes (including repairs, sales, loaner cars, purchase loans, etc.) and general rules education with Business 1 management. The University will also provide specific rules education to student-athletes concerning vehicle violations as part of its annual NCAA instruction. Finally, the University will conduct extra rules education with all participants in the University's coaches and staff courtesy vehicle program focusing on extra benefits legislation involving vehicles.

2. *[NCAA Constitution 2.8.1 (2014-15 and 2015-16) and NCAA Division I Manual Bylaw 12.11.1 (2014-15)]*

   It is alleged that the scope and nature of the violations detailed in Allegation No. 1 demonstrate that the institution violated the NCAA principles of rules compliance when it failed to monitor the activities of Business 1, a representative of its athletics interests.

   Collectively, the institution's athletics administration, athletics compliance office and football program failed to monitor the activities of Business 1 and its loaning of vehicles at no cost to football student-athletes Student-Athlete 1 and Student-Athlete 2. The institution failed to monitor that Student-Athlete 1 received impermissible use of three

loaner vehicles for a total of approximately six months between August 2014 and June 2015, and that Student-Athlete 2 received impermissible use of a loaner vehicle for over one month between July and August 2015. Additionally, in October 2014, the institution's athletics compliance office learned that Business 1 loaned a 2012 Nissan Titan to Student-Athlete 1 during the fall of 2014. However, the compliance office failed to adequately inquire into the circumstances surrounding Student-Athlete 1's acquisition and use of the vehicle, including the impact to Student-Athlete 1's eligibility. As a result, Student-Athlete 1 competed while ineligible in six contests during the 2014 season.

Level of Allegation No. 2:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 2 is a significant breach of conduct (Level II) because the alleged violation involves a failure to monitor, which is presumptively a Level II violation. [NCAA Bylaw 19.1.2 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 2:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 2. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

This allegation poses two questions. First, did the University's monitoring program with respect to student-athlete vehicles fulfill its institutional obligations under NCAA legislation? The University's monitoring program identified Student-Athlete 1's first loaner car (the Titan) in late October 2014, and the University's initial review concluded it did not constitute a violation. That conclusion was wrong, which leads to the second question. Did the University's October 2014 inquiry or the error that flowed from it fall short of the University's obligations under the monitoring Bylaws?

The University and the enforcement staff agree on the facts at the heart of both questions, but the University does not agree that these underlying facts constitute a violation of NCAA legislation and therefore denies Allegation No. 2. As described below, the University's

monitoring program was robust and worked as intended. The fact that the University, with the benefit of hindsight, would respond differently today to the information it had in October 2014 does not constitute a failure to monitor.

(1) Monitoring Efforts During The Relevant Period

In analyzing the University's conduct, the starting point is whether the University created adequate systems to monitor the particular issue – student-athlete vehicles. At all times relevant to this allegation, the University implemented and administered a strong, robust, and far-reaching student-athlete vehicle monitoring program covering all student-athlete vehicles. Specifically, the University: (1) required all student-athletes to register their vehicles each year;[11] (2) instructed all student-athletes to timely register any change in vehicle status through an internal athletics database; (3) conducted regular inspections of the parking lots most often used by student-athletes for suspicious or unfamiliar vehicles (*i.e.*, no University parking decal or hangtag, new or high-end vehicles, etc.); (4) conducted ongoing rules education on impermissible benefits and vehicle-related violations; (5) implemented a supplemental monitoring system for "high profile" student-athletes in 2013-14 with heightened scrutiny of prominent student-athletes, including regular meetings to ensure that, in part, there have been no changes in vehicle status;[12] and (6) requested and reviewed parking services

[11] If a student-athlete fails to provide the required registration paperwork and information to the compliance staff, the student-athlete is placed on an internal "hold list." Student-athletes on the "hold list" do not receive scholarship checks until they satisfy outstanding deficiencies. (FI No. 54, 8/11/15 Interview Transcript of Matt Ball, at 39.)

[12] Student-Athlete 1 was a part of this "high profile" program, which, in addition to vehicle monitoring, also included additional education on all relevant extra benefits legislation and other pertinent information regarding NCAA legislation (*i.e.*, changes in living arrangements, the use of agents, autographs, etc.). Student-Athlete 1 met with members of the University's compliance staff as part of the "high profile" program to specifically discuss his vehicle arrangements on three occasions: in November 2014; in April 2015; and in May 2015. (FI No. 57, FB 4444-4445 and FB 4464-4465B.)

reports on every student-athlete to cross-check vehicle registration information provided by the student-athletes and to identify outstanding and/or significant parking or traffic citations issued to student-athletes.[13]

This vehicle monitoring program is the product of considerable thought and effort. To the University's knowledge, the enforcement staff does not take issue with these aspects of the University's monitoring efforts that led to the discovery of Student-Athlete 1's first loaner car in October 2014 and Student-Athlete 2 loaner car in August 2015. Instead, the University understands the enforcement staff to focus on decisions the University made after it learned about Student-Athlete 1's use of the Titan in October 2014.

(2) The University's Monitoring Leads To The Discovery of Student-Athlete 1's First Loaner Car

As outlined in Allegation No. 1-(a), Business 1 provided Student-Athlete 1 use of a 2012 Nissan Titan before August 2014 while his personal vehicle (the Impala) was being repaired. Student-Athlete 1 did not notify the University of these repairs during the summer of 2014, nor

[13] As described in more detail in the University's correspondence with the enforcement staff (*see* FI No. 56), the University's compliance office first began receiving manually-compiled parking services reports on an annual basis in 2012. After a database update allowed the University to generate the reports electronically in September 2014, the compliance staff began receiving parking services' reports on a monthly basis. In early 2015, however, compliance and parking services discovered that the database automatically transferred certain traffic or parking violations from the parking services database to the bursar's office database (where the charges could be applied to student bills), typically within 30-days of issuance. Accordingly, if a student-athlete received a parking or traffic citation early in the monthly reporting cycle, that citation could roll from the parking services database to the bursar's office database before parking services generated compliance's next monthly report. As a result, it was possible that the original monthly reports provided electronically to compliance omitted some traffic and parking citations associated with student-athletes' vehicles. To ensure it had all potentially relevant information, compliance began receiving bi-monthly reports from parking services beginning in May 2015. Out of an abundance of caution, compliance updated the frequency to a weekly report the following month. When a report suggested that a student-athlete was in possession of a new or previously unregistered vehicle, the compliance office would contact the student-athlete and inquire about that vehicle. This additional check was intended as a fail-safe to confirm the accuracy of reports given by student-athletes during their initial registration with the parking services and compliance offices each fall.

did he register the Titan with parking services until October 2014. Student-Athlete 1 never registered the Titan with compliance as instructed. Between August 28, 2014, and October 1, 2014, the Titan received eight parking citations on six different dates. (FI No. 21, FB 3468.) Based on these records, Student-Athlete 1 did not regularly park the Titan near the football offices or facilities during this time, as the Titan was only cited once in lots where student-athletes frequently park.[14] (*See id.*) Importantly, even though the compliance office received monthly reports from parking services, compliance personnel had no knowledge of any of these tickets during late August, September, and part of October because Student-Athlete 1 had not registered the vehicle as required by the University, sought a temporary parking tag, or otherwise provided anyone information that the Titan was associated with him.

On October 1, 2014, Student-Athlete 1 parked the Titan in a location where, for the first time, it was booted. (*Id.*) On October 3, 2014, Student-Athlete 1 was forced to go to the University's parking services department to purchase a temporary parking permit so that the boot would be removed. This marked the first time the Titan was associated with Student-Athlete 1 in any University record. (FI No. 43, FB 3467.)

Around October 14, 2014, while reviewing the monthly report from parking services, the University's compliance staff noted that Student-Athlete 1 had registered the Titan with the University's parking services (but not the compliance office) several days earlier. While the October report included the October 1, 2014, citation and boot, it did not include any of the

[14] The other citations were received in lots that were residential or faculty/staff only and, accordingly, were not lots being monitored by random compliance sweeps.

August and September citations associated with the Titan because they were issued at a time when the vehicle was not associated with Student-Athlete 1.

After learning about the Titan, the University's compliance staff immediately began an inquiry into the circumstances surrounding Student-Athlete 1's use of that car. The compliance staff secured the Titan's vehicle identification number ("VIN") from parking services, ran a VIN report, and determined that the Titan had been registered to two individuals who were not boosters (presumably the individuals who sold the Titan to Business 1). (*See* FI No. 56.) This VIN report did not identify any affiliation with Business 1. (*Id.*) The compliance staff also began looking for the Titan in areas where football student-athletes frequently park, ultimately locating the Titan in a lot near the athletics center. The Titan had a Business 1 promotional plate rather than a license plate, suggesting that the Titan was a loaner car or had been recently purchased. The compliance office then requested a meeting with Student-Athlete 1 to discuss the Titan.

(3) <u>The University's Initial Review And Conclusion Was Reasonable</u>

During this meeting, Student-Athlete 1 told the University's head of athletics compliance, Matt Ball, that Business 1 had loaned him the Titan while his Impala was being repaired. Student-Athlete 1 did not disclose that Business 1 had already determined that his vehicle was not repairable or that the Impala had been in the shop for more than two months. Instead, Student-Athlete 1 told Ball that he had only been driving the Titan for a few weeks. (FI No. 50, 7/10/15 Interview Transcript of Matt Ball, at 33) The records available to the compliance office at the time corroborated Student-Athlete 1's account – *i.e.*, the only tickets

included in parking services' reports were those issued on October 1, 2014, and Student-Athlete 1 had obtained a one-week temporary parking pass on October 3, 2014. (FI No. 56.)

Based upon the information provided by Student-Athlete 1, the compliance staff's review of the parking services records available at the time, and verbal corroboration from members of the coaching staff that Student-Athlete 1's vehicle (the Impala) was in the shop for repairs at that time, the University reasonably believed Student-Athlete 1 only had use of the Titan for a limited period in October. (*See* FI No. 50, 7/10/15 Interview Transcript of Matt Ball, at 35.) The University concluded that the short-term use of a loaner car during repairs was not a violation. Nevertheless, the compliance staff instructed Student-Athlete 1 to return the Titan to avoid the appearance of impropriety. (*Id.* at 32-33.) They also followed-up with Student-Athlete 1's position coach and again with Student-Athlete 1 to confirm the Titan was promptly returned. (*Id.*)

With the benefit of hindsight and additional information, the University now knows that its initial conclusion was incorrect and that Student-Athlete 1 received improper benefits. Nevertheless, the University's efforts at the time did not fall short of its obligations to monitor its athletics program. The University's inquiry was reasonable under the circumstances, as was its conclusion that no violation occurred. The University had no reason to believe Student-Athlete 1 had been less than forthright, particularly where the information available from the University's monitoring program and coaches corroborated Student-Athlete 1's account. Had the University known in October 2014 what it knows now, it could have prevented additional violations involving Business 1 in the following months, but the University reasonably concluded at the time that its monitoring efforts and inquiry were effective and sufficient.

(4) The University's Monitoring Efforts Following Its Discovery Of Student-Athlete 1's First Loaner Car

As a part of its "high profile" student-athlete monitoring program, the compliance staff met with Student-Athlete 1 on November 3, 2014. (FI No. 56.) Student-Athlete 1 was specifically asked during this meeting if he had use of any vehicles. (*Id.*) Student-Athlete 1 reported that his Impala was still at Business 1 for repairs and that he did not have access to any other cars. (FI No. 57, FB 4436-4437.) Around the same time, Ball observed Student-Athlete 1 boarding a University bus near the Academic Support Center, confirming to Ball that Student-Athlete 1 did not have use of a vehicle. (*See* FI No. 56.) Ball also inquired with Student-Athlete 1's mother in January of 2015 regarding her alleged use of a Ford F-150 truck and did not find any evidence that Student-Athlete 1 (or his family) had access to other vehicles at that time. (*See* FI Nos. 47 and 48.)

As outlined in Allegation No. 1-(b), despite the previous admonition from the compliance staff, Student-Athlete 1 began driving a second loaner car (the Tahoe) from Business 1 in mid-February 2015, while the dealership searched for a used Dodge Challenger he could afford. Student-Athlete 1 drove the Tahoe for approximately three months until Business 1 sold it to another customer. Student-Athlete 1 then obtained a third loaner car (the Armada), which he drove until June 10, 2015, the date he purchased the Challenger from Business 1. Student-Athlete 1 never registered the Tahoe or Armada with University parking services, the athletics department, or the compliance office.

The evidence suggests that, throughout the spring 2015 semester, Student-Athlete 1 did not drive these two loaner cars on campus with any regularity. In the four months he drove the

Tahoe and Armada, he received only one parking citation.[15] (*Id.*, FB 3833-3837.) In addition, records obtained from Business 1 during the course of the investigation indicate that the Tahoe and Armada were not driven for many miles while in Student-Athlete 1's possession.[16]

Further, Student-Athlete 1 did not disclose his use of these two loaner cars on several occasions. Specifically, Student-Athlete 1 failed to disclose his use of the Tahoe in March 2015 when he submitted a request for funds through the student-athlete assistance fund to help cover the cost of gas associated with driving his girlfriend's car to his mother's home in Location 2 during spring break. Also, as part of its "high profile" student-athlete monitoring program, the compliance office specifically asked Student-Athlete 1 about vehicles available to him during interviews on April 1, 2015, and again on May 1, 2015. On both occasions, Student-Athlete 1 indicated he did not have use of any car other than his girlfriend's vehicle. (FI No. 57, FB4464, FB4465, and FB4465A-4465B.) Finally, in August 2015, when the enforcement staff and University interviewed Student-Athlete 1 about his use of the Titan, Student-Athlete 1 denied ever having access to any other loaner vehicles. The enforcement staff and University had no reason to doubt Student-Athlete 1's statement at the time. The University later learned this statement was incorrect when it discovered and self-reported the loaner car records obtained from Business 1.

(5) <u>The University's Monitoring Leads To The Discovery of Student-Athlete 2 Loaner Car</u>

[15] This single citation for the Tahoe was never associated with Student-Athlete 1 and was not included in any of the parking services reports because Student-Athlete 1 never registered the vehicle with parking services.

[16] For example, when Business 1 obtained the Tahoe, it had 150,654 miles on it. (Exhibit 2-1, FB 3844.) It was sold with 151,666 miles on it. (*Id.*, FB 3849.) Thus, Student-Athlete 1 put at most 1,012 miles on the Tahoe over three months.

The University's monitoring program uncovered Student-Athlete 2 impermissible use of a Business 1 loaner car. The compliance office flagged the loaner during a regular, pre-season monitoring sweep of vehicles in a student-athletes parking lot. The car had promotional, dealership plates rather than an ordinary, state-issued license plate, and the compliance staff observed possessions in the vehicle that appeared to belong to a student-athlete. Once discovered, the University self-reported the presence of that car to the enforcement staff. The compliance staff then determined that Student-Athlete 2 had registered this loaner car with parking services and received a short-term parking hangtag, although he had not notified the compliance office about his use of the loaner. The University followed up on this information, determined that Student-Athlete 2 had kept the loaner car even after he had retrieved his personal vehicle, instructed Student-Athlete 2 to return the loaner car to Business 1, and reported the violation.

3. [NCAA Division I Manual Bylaw 16.11.2.1 (2014-15)]

It is alleged that on or around August 22, 2014, Individual 7, a representative of the institution's athletics interests, provided an impermissible extra benefit in the form of $800 cash to Family Member 1, stepfather to football student-athlete Student-Athlete 1.

Level of Allegation No. 3:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 3 is a severe breach of conduct (Level I) because the alleged violation (a) seriously undermines or threatens the integrity of the NCAA Collegiate Model, (b) provided a substantial or extensive impermissible benefit and (c) involves an intentional violation or showing reckless indifference to the NCAA constitution and bylaws. [NCAA Bylaw 19.1.1 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 3:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 3. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 3 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

Family Member 1 alleged that he met with University booster Individual 7 on August 22, 2014, at the Oxford airport and that, sometime during their interaction, Individual 7 handed him $800 in cash. (FI No. 77, 8/26/15 Interview Transcript of Family Member 1, at 9-10.) This allegation is supported by a series of text messages Family Member 1 had in August 2014 with Individual 7. (*See* FI No. 69). Based on the volume of text messages, there is no question that Individual 7 and Family Member 1 communicated regularly,[17] and several of the text messages may be reasonably read to corroborate Family Member 1's account. Specifically, on August 18, 2014, Family Member 1 texted Individual 7 requesting that Individual 7 deliver a "package" to him. Individual 7 replied that he and Family Member 1 were "still on" and that he would know more on August 21, 2014. On August 21, 2014, Individual 7 indicated in a series of text messages to Family Member 1 that he was flying his plane to Oxford that day, a fact confirmed by University flight records. The text messages do not provide any explanation for why Individual 7 and Family Member 1 planned to meet or what the "package" contained.

[17] Family Member 1 and Individual 7 met one another at a hotel while attending an away football game in Location 3, and exchanged phone numbers. Family Member 1 also attended tailgate parties hosted by Individual 7 or his friends. Until Family Member 1's allegation, the University had no information indicating that there was any relationship between Individual 7 and Family Member 1 or between Individual 7 and any member of Student-Athlete 1's family.

Family Member 1's financial statements, which he provided to the enforcement staff in August 2015, also support the allegation. On August 22, 2014, the day after Individual 7 flew to Oxford, Family Member 1 opened a Wal-Mart account associated with a prepaid checking card. (*See* FI No. 68.) Upon opening the account, Family Member 1 deposited $500. (*Id.*) Family Member 1 claims that he used the $800 payment from Individual 7 to fund this account. (FI No. 77, 8/26/15 Interview Transcript of Family Member 1, at 14-16.) Family Member 1 did not make any large withdrawals from or deposits into his other accounts that might explain how he funded the Wal-Mart prepaid account, and his financial records establish that he did not have enough money in his accounts at that time to fund the prepaid card. (*See* FI Nos. 62 and 63.)

During his interview, Individual 7 denied that he had ever given or wired money to Family Member 1.[18] (FI No. 77, 8/27/15 Interview Transcript of Individual 7, at 29-30 and 42.) When asked about Family Member 1's allegation and the text message exchanges, however, Individual 7 was unable to explain the text messages or what the term "package" meant. Individual 7 stated that he did not remember the text message and did not remember ever meeting Family Member 1 on a Thursday. (*Id.* at 35-36 and 46.)

Based upon the available information and the absence of another plausible explanation, the University agrees the weight of the information supports a finding that Individual 7 provided payment of at least $500 to Family Member 1.[19] The University has accordingly

[18] Individual 7 did confirm that he had received rules education materials from the University explicitly stating that boosters could not provide any form of financial assistance to student-athletes, their friends, or members of their families. Included in the rules education materials was a letter sent to Individual 7 and other boosters pertaining to the *University of Miami* (October 22, 2013) major infractions case. Copies of representative materials are attached to the University's letter to the enforcement staff dated November 17, 2015. (*See* FI Nos. 56-57.)

[19] Student-Athlete 1 and his mother were not aware of Individual 7 making any payments to Family Member 1. Family Member 1 repeatedly told Student-Athlete 1's family that he was paying their expenses out of his own

disassociated Individual 7 for an indefinite period not less than the length of the University's probation.

4. [NCAA Division I Manual Bylaw 16.11.2.1 (2012-13 and 2013-14)]

It is alleged that on 12 occasions between June 7, 2013, and May 27, 2014, Individual 8, a representative of the institution's athletics interests, provided impermissible extra benefits in the form of free lodging in Oxford, Mississippi, to football student-athlete Student-Athlete 1's mother, Family Member 2 and her then boyfriend, Family Member 1. The total monetary value of the extra benefits was approximately $2,253. Specifically:

a. Between June 7 and 8, 2013, Individual 8 provided Family Member 2 and Family Member 1 with two nights' lodging at a Business 2 in Oxford. The total value of the lodging was approximately $280. [NCAA Bylaw 16.11.2.1 (2012-13)]

savings. (FI No. 23, 8/6/15 Interview Transcript of Family Member 2 at 104-105; FI No. 30, 8/11/15 Interview Transcript of Student-Athlete 1, at 50-51.)

b. Between October 26 and November 16, 2013, Individual 8 provided Family Member 2 and Family Member 1 with three nights' lodging at the Business 2. The total value of the lodging was approximately $938. This lodging allowed Family Member 2 and Family Member 1 to travel to Oxford and watch Student-Athlete 1 compete in three home football contests. [NCAA Bylaw 16.11.2.1 (2013-14)]

c. On March 8, 2014, Individual 8 provided Family Member 2 and Family Member 1 with one night's lodging at the Business 2. The total value of the lodging was approximately $128. [NCAA Bylaw 16.11.2.1 (2013-14)]

d. Between April 4 and 5, 2014, Individual 8 provided Family Member 2 and Family Member 1 with two nights' lodging at a residential rental property in Oxford. The total value of the lodging was approximately $303. [NCAA Bylaw 16.11.2.1 (2013-14)]

e. On May 10, 2014, Individual 8 provided Family Member 2 and Family Member 1 with one night's lodging at the Business 2. The total value of the lodging was approximately $217. [NCAA Bylaw 16.11.2.1 (2013-14)]

f. Between May 25 and 27, 2014, Individual 8 provided Family Member 2 and Family Member 1 with three nights' hotel lodging at the Business 2. The total value of the lodging was approximately $386. [NCAA Bylaw 16.11.2.1 (2013-14)]

Level of Allegation No. 4:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 4 is a severe breach of conduct (Level I) because the alleged violations (a) seriously undermine or threaten the integrity of the NCAA Collegiate Model, (b) provided substantial or extensive impermissible benefits and (c) were not isolated or limited. [NCAA Bylaw 19.1.1 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 4:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 4. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 4 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is

classified appropriately as Level I.

In summer of 2015, Family Member 1 alleged to the enforcement staff that Individual 8, a representative of the University's athletics interest and owner of several hotels in and around Oxford, had provided free lodging to him and Student-Athlete 1's mother, Family Member 2 (family member 2), in 2013 and 2014.[20] Family Member 1 claimed that Individual 8 provided the free lodging on multiple occasions at hotels owned by one of Individual 8's companies, Business 3, and a rental home in Oxford owned by another of Individual 8's companies, Business 4.[21] Family Member 1 alleged that on some of these occasions, the hotel room was listed in Individual 7's name, with Family Member 1 receiving the room key after identifying himself as Individual 7 to someone at the front desk. In support of the allegation, Family Member 1 provided the enforcement staff with Facebook messages between him and Individual 8. In several of the messages, Family Member 1 asked for Individual 8's help with lodging. (FI No. 81.) In other messages sent the day of or the day after Family Member 1 had needed the lodging, Family Member 1 thanked Individual 8 for assistance. (*E.g.*, *id.*) Family Member 1's financial records do not include any direct evidence (*e.g.*, credit or debit card

[20] The dates on which Family Member 1 received lodging in 2013 correspond to days on which Family Member 1 and Family Member 2 travelled to Oxford to see Student-Athlete 1 on campus or attend football games. The 2014 dates correspond to days on which Family Member 1 was in Oxford to pick Student-Athlete 1 up for spring break, watch the University's spring football game, pick Student-Athlete 1 up for summer break, and drop Student-Athlete 1 off for the summer 2014 term.

[21] The rental home in question is located on Address 1 in Oxford. Text messages between Family Member 1 and an acquaintance of Individual 8 refer to a key the acquaintance left for Family Member 1's use. Individual 8 stated that he did not recall ever providing Family Member 1 a key to this home, either directly or through an intermediary. Although the text messages do not specifically refer to the Address 1 house, the University believes that the cumulative weight of (1) these text messages, (2) corresponding communications between Family Member 1 and Individual 8, (3) Family Member 1's ability to accurately describe the interior of the home, (4) Family Member 2's confirmation that she and Family Member 1 spent the night at the home, and (5) the lack of an alternative explanation would permit the Committee to conclude that Individual 8 arranged for Family Member 1 and Family Member 2 to spend the night there.

charges) that Family Member 1 reserved or paid for lodging on the days in question. (*See* FI Nos. 59, 61, 62, and 63.)

The University and enforcement staff interviewed Individual 8 on September 3, 2015. Individual 8 confirmed that he had received rules education from the University and understood that he could not provide benefits, including free or discounted lodging, to student-athletes. (FI No. 88, 9/3/15 Interview Transcript of Individual 8, at 30-31.) The rules education materials Individual 8 received specifically addressed the legislation prohibiting the provision of free or discounted lodging to student-athletes, prospects, their friends, or their families. (*See* FI Nos. 56-57 (including a letter directed to Oxford-area hotels regarding the provision of benefits to family members of prospects and student-athletes).) Individual 8 nevertheless admitted that he provided Family Member 1 with free lodging at the Business 2 in Oxford on "a couple" of occasions.[22] (FI No. 88, 9/3/15 Interview Transcript of Individual 8, at 30-32.) Individual 8 denied, however, that he ever provided lodging at any other location (*id.* at 63-66), on the other dates referenced in his Facebook exchanges with Family Member 1 (*id.* at 53-66), or under Individual 7's name (*id.* at 33-34).

Individual 8's admission establishes that Family Member 1 received complimentary lodging on at least two occasions. Further, the University's review of Family Member 1's financial records indicates that Family Member 1 was in the Oxford area on the other dates identified in the allegation without any direct evidence that he had paid for hotel accommodations. Finally, the University also obtained a single hotel receipt from Individual 7

[22] Family Member 1 later obtained two receipts from Business 3 and provided them to the enforcement staff. The hotel receipts show that Family Member 1 was provided free lodging at the Business 2 in Oxford on October 26, 2013, and March 8, 2014. (FI Nos. 84-85.)

indicating that he (or someone giving his name) had received a complimentary room at the Business 2 in Oxford on November 16, 2013. (Exhibit 4-1, Business 2 Receipt.) Combined with Family Member 1's claim that he used Individual 7's name when checking in, this receipt, which corresponds to one of the dates on which Family Member 1 spent the night in Oxford without conclusive evidence that Family Member 1 paid for a hotel room, provides credible evidence that Individual 8 provided Family Member 1 with lodging on dates in addition to those Individual 8 admitted.

In sum, the University believes that the evidence is sufficient for the Committee to find that Individual 8 provided free lodging to Family Member 1 as alleged. The University has accordingly disassociated Individual 8 for an indefinite period not less than the length of the University's probation.

5. [NCAA Division I Manual Bylaw 16.11.2.1 (2012-13)]

It is alleged that in the summer of 2013, Chris Kiffin, assistant football coach, provided football student-athlete Student-Athlete 1 with two nights' lodging at his residence. The monetary value of the extra benefit was approximately $33.

Level of Allegation No. 5:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 5 is a breach of conduct (Level III) because the alleged violation provided no more than a minimal impermissible benefit. [NCAA Bylaw 19.1.3 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 5:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 5. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 5 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level III. The University is satisfied that this violation is not part of a pattern of infractions or related to an ongoing housing arrangement.

6. [NCAA Division I Manual Bylaws 13.2.1, 13.6.7.7 and 13.6.8 (2012-13)]

It is alleged that between January 25 and 27, 2013, Chris Kiffin (Kiffin), assistant football coach, arranged for three family members who were not parents or legal guardians of then football prospective student-athlete Student-Athlete 1 to receive impermissible recruiting inducements during his official paid visit. The total monetary value of the inducements was approximately $1,027. Specifically:

a. Kiffin arranged for Family Member 3 (father of Student-Athlete 1's half-brother; Family Member 4, Family Member 3 wife; and Family Member 1, Student-Athlete 1's mother's then boyfriend, to receive complimentary meals during Student-Athlete 1's official paid visit. The total value of the meals was approximately $709. [NCAA Bylaws 13.2.1 and 13.6.7.7 (2012-13)]

b. Kiffin arranged for Family Member 3 and Family Member 4 to receive two nights' hotel lodging at The Inn at Ole Miss during Student-Athlete 1's official paid visit. The total value of the lodging was approximately $318. [NCAA Bylaws 13.2.1 and 13.6.8 (2012-13)]

Level of Allegation No. 6:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 6 is a significant breach of conduct (Level II) because the alleged violations (a) provided or were intended to provide more than a minimal recruiting advantage, (b) include more than a minimal impermissible benefit and (c) are more serious than a Level III violation. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 6:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 6. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that the factual information contained in Allegation No. 6 is substantially correct and believes that a violation of NCAA legislation occurred.[23] The University submits that the violation is more appropriately classified as Level III based on applicable precedent.

The University discovered these violations in February 2013. The University conducted interviews, reviewed relevant documentation, and then self-reported the infraction to the enforcement staff after determining that one or more violations may have occurred.[24] The University and enforcement staff then completed a joint investigation that further substantiated the violations.

Specifically, the investigation confirmed that Kiffin and Student-Athlete 1 became close over the course of Student-Athlete 1's recruitment. (FI No. 92, 3.8/14 Interview Transcript of Chris Kiffin, at 8-11.) Kiffin learned that Student-Athlete 1's biological father was not involved in Student-Athlete 1's life. (FI No. 98, 5/9/13 Interview Transcript of Chris Kiffin, at 9.) Kiffin also understood that Student-Athlete 1's mother had lived with a man named Family Member 3 for several years when Student-Athlete 1 was young, and that Family Member 3 and Family Member 2 had a child (Student-Athlete 1's half-brother, Family Member 5) during that time.

[23] The factual Information chart summarizes Kiffin's testimony on this topic as stating Kiffin described Family Member 3 as Student-Athlete 1's "biological father." Kiffin actually described Family Member 3 as Student-Athlete 1's "real dad." While the factual information chart's summary text accurately reflects Wenzel's interpretation of Kiffin's words, both Branden Wenzel and Kiffin confirm that Kiffin's exact words were "real dad," not "biological father." The University submits that Kiffin's exact words are relevant to a complete understanding of how these violations occurred.

[24] The University declared Student-Athlete 1 ineligible and secured his reinstatement during the summer of 2013 (*i.e.*, prior to Student-Athlete 1's first contest). The University also provided additional rules education to the involved coaching and administrative staff members and amended its internal forms to require a description of the exact ***biological*** relationship of each person expected to accompany a prospect on an official visit.

Kiffin knew that Student-Athlete 1 referred to and identified Family Member 3 as his "dad" and considered Family Member 3 to be his father, but Kiffin was also aware that Family Member 3 was not married to Student-Athlete 1's mother during the University's recruitment of Student-Athlete 1. (FI No. 96, 3/8/13 Interview Transcript of Chris Kiffin, at 9 and 11.)

When it came time for Student-Athlete 1's official visit, Student-Athlete 1 asked Family Member 3 to join him, and Family Member 3 in turn invited his wife. The Family Member 3s drove to Oxford from their home in Location 4. (*Id.* at 10.) Student-Athlete 1's mother, her then-boyfriend (now ex-husband) Family Member 1, and Student-Athlete 1's half-brother also attended the official visit. They drove with Student-Athlete 1 to Oxford from Student-Athlete 1's hometown of Location 2. (*Id.*)

As Student-Athlete 1's primary recruiter, Kiffin was initially responsible for providing the information needed to complete Student-Athlete 1's official visit paperwork. (FI No. 99, 5/9/13 Interview Transcript of Branden Wenzel, at 24.) Although Kiffin ensured that the Family Member 3s and Family Member 1 were all listed on the official visit form, he failed to adequately detail each person's specific relationship with Student-Athlete 1. Specifically, when the University's former assistant recruiting director in charge of arranging lodging for and collecting payment from guests of prospects on official visits, Branden Wenzel, asked Kiffin about Family Member 3, Kiffin told Wenzel that Family Member 3 was Student-Athlete 1's "real dad." (*Id.* at 32-34.) Wenzel, who lacked Kiffin's detailed understanding of Student-Athlete 1's relationship with Family Member 3, reasonably understood Kiffin to mean that Family Member 3 was Student-Athlete 1's biological father instead of his father figure. Kiffin failed to make the distinction clear.

By not providing Wenzel with clear information about Student-Athlete 1's exact relationship with Family Member 3, Kiffin failed to meet the University's expectations of its coaching staff. As a result, the University has reprimanded Kiffin, provided him additional rules education, and required him to attend the NCAA's 2015 regional rules seminar.

Because Wenzel believed Family Member 3 and his wife were Student-Athlete 1's biological father and stepmother, Wenzel arranged free lodging and meals for them in violation of NCAA rules. Similarly, Wenzel misunderstood Family Member 1 to be Family Member 2's husband and permitted Family Member 1 to receive meals in violation of NCAA rules. (*Id.* at 24.) The University is satisfied these violations were not intentional but instead resulted from miscommunication between staff members and from Kiffin's failure to make certain Wenzel clearly understood the relationships in question.

The University believes this violation should be classified as Level III, not Level II. As the following table demonstrates, the NCAA has routinely processed similar violations involving the provision of meals, lodging, and even transportation to a prospect's guests during official visits as Level III or secondary:

Case Number	Bylaw Cites	Decision Date	Summary
42625	13.6.7.1, 13.6.8, 13.6.9	3/16/2010	PSA's relative received impermissible lodging and meals during official visit
50934	13.6.7.1, 13.6.9	6/28/2011	Two PSAs received impermissible benefits during official visit
47833	13.6.9, 13.6.7.7	8/15/2011	PSA's sister received impermissible meals and lodging during official visit
371085	13.6.7.7	6/6/2013	PSA's sister and brother-in-law received impermissible meals during official visit
403845	13.6.7.7	8/16/2013	PSA's aunt and family friend received impermissible meal during official visit

375645	13.6.8, 13.6.9	9/24/2013	PSA's host father's lodging and entertainment expenses were paid during the PSA's official visit without the necessary legislative relief waiver
458791	13.6.7.7	11/25/2013	PSA's mother's boyfriend received three impermissible meals during official visit
485531	13.6.7.7	1/25/2014	Sister of two PSA's received impermissible meal on official visit
523111	13.6.7.7	2/10/2014	PSA's brother received impermissible meal on official visit
535574	13.6.7.7	2/24/2014	PSA's grandmother received impermissible meals during official visit
535593	13.6.7.7	2/24/2014	PSA's sister received impermissible meal during official visit
533992	13.6.7.7	3/17/2014	PSA's sister received impermissible meals during official visit
555953	13.6.7.7	3/31/2014	PSA's parents received impermissible meal during official visit
641639	13.6.7.7	4/23/2014	PSA's brother received two impermissible meals during official visit
629851	13.2, 13.6.7.1, 13.6.7.1.1, 13.6.9	4/25/2014	PSA's parents received an impermissible meal and pet charge for hotel room on official visit
646652	13.6.7.7	5/1/2014	PSA's sibling received impermissible meals during official visit
600411	13.6.9, 13.6.8	5/2/2014	Impermissible lodging provided to PSA's "acting guardian" during official visit
574951	13.6.7.7	5/2/2014	PSA's brother received impermissible meal during official visit
675033	13.6.7.7	5/13/2014	PSA's family friend received impermissible meal during official visit
587111	13.6.9	5/28/2014	Impermissible lodging was provided to PSA's brother during official visit
671632	13.6.7.7	6/3/2014	PSA's high school coach received an impermissible meal during official visit
691554	13.6.7.7	6/18/2014	PSA's grandmother received impermissible meals during official visit
707031	13.6.7.7, 13.2.1	7/28/2014	PSA's brother received four impermissible meals during official visit
698899	13.6.7.7, 13.2.1	7/30/2014	PSA's brother received impermissible meal during official visit
695951	13.6.7.7	7/31/2014	PSA's grandmother received impermissible meals during official visit

717412	13.6.7.7	9/12/2014	PSA's sister received impermissible meal during official visit
726346	13.6.7.1.1, 13.6.9	9/25/2014	PSA's parents received impermissible lodging prior to official visit
737286	13.6.7.1.1, 13.6.9	10/3/2014	PSA's parent received impermissible lodging expenses prior to official visit
726143	13.6.7.7	10/10/2014	PSA's brother provided 3 impermissible meals during official visit
859844	16.6.7.7.2	1/26/16	PSA's uncle received impermissible meals during official visit
806446	13.6.4.1.2, 13.6.8	2/23/2106	PSA's aunt received impermissible meals and lodging during official visit
870599	13.6.7.7	3/25/2016	PSA's mother's boyfriend received three impermissible meals during official visit under mistaken assumption that the mother and boyfriend were married

In addition, in Case Nos. 377545 (July 2013) (concerning violations for travel arrangements during official visits valued at $1,409.20 and $503.80) and 853006 (December 2015) (concerning official visit transportation expenses valued at $1467.30 and $1596.14), the staff treated two official visit violations involving significantly higher combined cash values as secondary in nature. There is no reason to deviate from this established precedent, and the University respectfully asks the Committee to classify this violation as Level III.

7. [NCAA Division I Manual Bylaw 13.1.1.1 (2013-14)]

It is alleged that on May 8, 2014, Chris Kiffin (Kiffin), assistant football coach, made impermissible, off-campus recruiting contact with then football prospective student-athletes Student-Athlete 3 and Student-Athlete 4 at High School 1 in Location 3. Specifically, Kiffin had a 10-minute recruiting conversation with Student-Athlete 3and Student-Athlete 4 in a private office at High School 1 during the spring of 2014 evaluation period.

Level of Allegation No. 7:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 7 is a breach of conduct (Level III) because the alleged violation (a) provided no more than a minimal recruiting advantage and (b) does not rise to a Level II violation. [NCAA Bylaw 19.1.3 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 7:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 7. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 7 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level III.

The University is satisfied this impermissible recruiting contact was isolated in nature and not prearranged. Nevertheless, the University expects all of its coaches to remove themselves from such situations in a timely manner and to immediately report these types of occurrences to compliance personnel. Because neither happened here, the University reprimanded Kiffin and self-imposed the following penalties: (1) the University prohibited Kiffin from recruiting off-campus for a period of 30 days; (2) the University prohibited football coaching staff from having contact with Student-Athlete 3and Student-Athlete 4 for 30 days;

and (3) the University limited the staff to one off-campus contact with Student-Athlete 3and Student-Athlete 4. Neither prospective student-athlete signed a scholarship with nor enrolled at the University.

8. *[NCAA Division I Manual Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.4-(a), 13.1.2.5, 13.1.3.5.1, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.5.3, 13.7.2.1 and 13.7.2.1.2 (2012-13)]*

It is alleged that during the 2012-13 academic year, Individual 2 , a then representative of the institution's athletics interests, assisted the institution in its recruitment of four then football prospective student-athletes by engaging in recruiting activities that promoted the institution's football program. This included providing the prospects with various recruiting inducements. The total monetary value of the inducements Individual 2 provided was approximately $2,250. Additionally, Maurice Harris (Harris), assistant football coach, knew of Individual 2' association with the prospects and, at times, facilitated Individual 2' involvement in their recruitment. Between January 18 and February 3, 2013, Harris arranged for two of the four prospects to receive impermissible recruiting inducements from the institution. The total monetary value of inducements in which Harris arranged was approximately $485. Specifically:

a. *On October 13, 2012, Individual 2 provided then football prospective student athletes Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7 with round-trip transportation between Location 5, and Oxford, Mississippi, (approximately Distance 1 miles) for the prospects to attend an unofficial visit and home football contest at the institution. Individual 2 also provided Student-Athlete 6 with a meal on this occasion. The value of the transportation that Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7 received was approximately $38. The value of the meal that Student-Athlete 6 received was approximately $5. Individual 2 met Harris on this occasion. Individual 2 also notified Harris; Hugh Freeze (Freeze), head football coach; and Matt Luke (Luke), assistant football coach, after the visit that he provided Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7 with transportation to the institution on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1(2012-13)]*

b. *On November 10, 2012, Individual 2 provided Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7 with round-trip transportation between Location 5 and Oxford for the prospects to attend an unofficial visit and home football contest at the institution. Individual 2 also provided Student-Athlete 6 with a meal on this occasion. The value of the transportation Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7 received was approximately $38. The value of the meal Student-Athlete 6 received was approximately $5. Further, Individual 2 notified Harris prior to the visit that he was planning to drive Student-Athlete 5 and*

Student-Athlete 7 to the institution on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

c. *On November 24, 2012, Individual 2 provided then football prospective student-athlete Student-Athlete 8, Student-Athlete 5 and Student-Athlete 7 with round-trip transportation between Location 5 and Oxford for the prospects to attend an unofficial visit and home football contest at the institution. Individual 2 also provided the prospects with meals on this occasion. The value of the transportation Student Athlete 8, Student-Athlete 5 and Student-Athlete 7 received was approximately $38; the value of the meals they received was approximately $45. Further, Individual 2 notified Harris prior to the visit that he was planning to see Harris at the institution on this occasion. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]*

d. *Between November 28 and 30, 2012, Individual 2 engaged in telephone communication with Student-Athlete 6's mother, at Harris' instruction, to arrange an off-campus recruiting contact with Luke. [NCAA Bylaws 13.01.4, 13.1.2.1, 13.1.2.4-(a) and 13.1.3.5.1 (2012-13)]*

e. *On December 3, 2012, Individual 2 attended an in-home recruiting visit by Harris and Freeze that occurred at Student-Athlete 5's residence. Additionally, Harris knew that Individual 2 was planning to attend the in-home visit and both he and Freeze interacted with Individual 2 during the visit. Further, Individual 2 provided food for this occasion. The value of the food Individual 2 provided was approximately $60. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]*

f. *In December 2012, Individual 2 paid Student-Athlete 5's cellular telephone bill, which had a value of approximately $67. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2012-13)]*

g. *In December 2012, Individual 2 paid Student Athlete 7 's mother's telephone bill, which had a y [sic] value of approximately $120. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2012-13)]*

h. *Between January 4 and 5, 2013, Individual 2 provided Student-Athlete 8 and Student-Athlete 5 with round-trip transportation between Location 5 and Location 6, (approximately Distance 2 miles) as well as lodging, meals and game tickets for the prospects to attend the institution's bowl game. The value of the inducements Student-Athlete 8 and Student-Athlete 5 received was approximately $350. Additionally, Individual 2 notified Harris prior to the trip that he was planning to bring Student-Athlete 8 and Student-Athlete 5 to the bowl game. Further, on January 4, Harris arranged an off-campus recruiting contact in Location 6 between Grad Asst. 1, then graduate assistant football coach, and Student-Athlete 8 and Student-Athlete 5. The off-campus contact by Grad Asst. 1*

occurred at the team hotel. [NCAA Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.5 and 13.2.1 (2012-13)]

i. Between January 14 and 15, 2013, Individual 2 spoke by telephone with Student-Athlete 6' mother, at Harris' direction, to arrange an off-campus recruiting contact between her and Harris. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.1.3.5.1 (2012-13)]

j. *Between January 18 and 20, 2013, Individual 2 provided Student Athlete 8, Student Athlete 7 , and Student Athlete 7 's mother and sister with round-trip transportation between Location 5 and Oxford in order for the two prospects and Student Athlete 7 's two family members to attend an unofficial visit to the institution.*

Specifically, on January 18, 2013, Individual 2 drove Student-Athlete 8 and Student-Athlete 7 from Location 5 to Oxford, and did the same for Student Athlete 7 's mother and sister January 20. On January 20, Individual 2 drove Student Athlete 8, Student-Athlete 7 and Student Athlete 7 's family members back to Location 5 . The value of the transportation Student Athlete 8, Student-Athlete 7 and Student Athlete 7 's family members received was approximately $136. Further, Individual 2 notified Harris that he was planning to bring Student-Athlete 8 and Student-Athlete 7 to the institution on this occasion and also notified Harris upon their arrival that he had driven Student Athlete 7 's mother and sister to the institution.

Additionally, on January 18 and 19, 2013, Harris arranged for Student-Athlete 8 and Student-Athlete 7 to stay overnight at no cost in the hotel room at The Inn at Ole Miss that the institution provided to Student-Athlete 5, who was on campus for his official paid visit. The value of the lodging provided to Student-Athlete 8 and Student-Athlete 7 was approximately $212.

Further, on January 20, 2013, Student-Athlete 11 provided Student-Athlete 8 and Student-Athlete 7 with round-trip transportation between their hotel and Freeze's residence (approximately 11 miles) in order for the prospects to attend a breakfast at Freeze's residence. The value of the transportation provided to Student-Athlete 8 and Student-Athlete 7 was approximately $12.

Lastly, during the January 20 breakfast at Freeze's residence, Student Athlete 8, Student Athlete 7 , and Student Athlete 7 's mother and sister were provided with a catered breakfast. The value of their meals was approximately $102. While at Freeze's residence, Student Athlete 8, Student-Athlete 7 and Student Athlete 7 's family members had contact with various members of the football staff, including Student-Athlete 11 and Harris. Harris knew that Individual 2 accompanied Student Athlete 8, Student-Athlete 7 and Student Athlete 7 's family members to Freeze's residence on this occasion. [NCAA Bylaws 11.7.2.2, 13.01.4, 13.1.2.1, 13.1.2.5, 13.2.1, 13.5.3 and 13.7.2.1.2 (2012-13)]

k. *On January 26, 2013, Individual 2 provided Student-Athlete 5with one-way transportation from Location 5 to Oxford for Student-Athlete 5 to attend an unofficial visit at the institution. The value of the transportation to Oxford that Student-Athlete 5 received was approximately $13. Additionally, Individual 2 notified Harris prior to the visit that he was planning to drive Student-Athlete 5to*

the institution on this occasion. Further, on January 27, 2013, Individual 9, a representative of the institution's athletics interests, provided Student-Athlete 5with one-way transportation from Oxford to Location 5 . The value of the transportation that Individual 9provided to Student-Athlete 5was approximately $13. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

l. On January 30, 2013, Individual 2 hosted at his residence an off-campus recruiting contact by Harris that was attended by Student Athlete 8, Student-Athlete 5, Student-Athlete 7 and members of the prospects' families. [NCAA Bylaws 13.01.4 and 13.1.2.1 (2012-13)]

m. Between February 2 and 3, 2013, Individual 2 provided Student-Athlete 8 and Student-Athlete 6 with round-trip transportation between Location 5 and Oxford for the prospects to attend their respective unofficial and official paid visits to the institution. The value of the transportation Student-Athlete 8 and Student-Athlete 6 received was approximately $43. Individual 2 notified Harris prior to the visit that he would provide Student-Athlete 8 and Student-Athlete 6 with transportation on this occasion.

Additionally, on February 2, Harris arranged for Student-Athlete 8 to stay overnight at no cost in his own hotel room, which was originally reserved for Student-Athlete 6' mother during Student-Athlete 6' official paid visit. The monetary value of the lodging Student-Athlete 8 received was approximately $159. On this occasion, Harris and Chris Kiffin, assistant football coach, were present when Student-Athlete 8 and Student-Athlete 6 arrived at the hotel and assisted them with checking into their rooms. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1, and 13.7.2.1 (2012-13)]

n. On March 24, 2013, Individual 2 provided Student Athlete 8, Student-Athlete 5and Student-Athlete 7 with round-trip transportation between Location 5 and Oxford, as well as tickets and concessions, for the prospects to attend a baseball game at the institution. The total monetary value of the inducements Student Athlete 8, Student-Athlete 5and Student-Athlete 7 received was approximately $126. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

o. During the 2012-13 academic year, members of Individual 2' family provided Student Athlete 8, Student-Athlete 5and Student-Athlete 7 with academic tutoring assistance with their high school coursework and ACT exam preparation. The total monetary value of the assistance Student Athlete 8, Student-Athlete 5and Student-Athlete 7 received was approximately $647. Additionally, Individual 2 informed Freeze and Harris that his son was providing Student-Athlete 5with academic assistance. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.2.1 (2012-13)]

p. During the 2012-13 academic year, Individual 2 purchased clothing and apparel bearing the institution's name and/or logo for Student Athlete 8, Student-Athlete 5and Student-Athlete 7 during visits to the institution. The total monetary value of the inducements Student Athlete 8, Student-Athlete 5and Student-Athlete 7 received was approximately $510. [NCAA Bylaws 13.01.4, 13.1.2.1, 13.2.1 and 13.2.1.1-(b) (2012-13)]

Level of Allegation No. 8:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 8 is a severe breach of conduct (Level I) because the alleged violations (a) seriously undermine or threaten the integrity of the NCAA Collegiate Model; (b) provided or were intended to provide a substantial or extensive recruiting advantage; (c) provided or were intended to provide substantial or extensive impermissible benefits; (d) include benefits provided by a representative of the institution's athletics interests intended to secure, or which resulted in, enrollment of prospects; (e) include third-party involvement in recruiting violations that institutional officials knew or should have known about; and (f) were not isolated or limited. [NCAA Bylaws 19.1.1, 19.1.1-(f) and 19.1.1-(g) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 8:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 8. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that the factual information contained in Allegation No. 8 is substantially correct[25] and believes that a violation of NCAA legislation occurred. Although the individual violations would ordinarily be treated as Level II and Level III, collectively they rise to at least a Level II violation. Because the football case includes other Level I violations, the University does not contest the enforcement staff's position that these violations should be classified in aggregate as Level I.

[25] While the University agrees that the information included in the allegation is substantially correct, the University submits that the allegation contains one factual error. In Allegation No. 8-(j), the enforcement staff asserts that prospective student-athlete Student-Athlete 7 received impermissible lodging and transportation during a January 18-20, 2013 visit to campus. This assertion is presumably based on preliminary documentation produced by the University classifying Student Athlete 7's visit as an unofficial visit. (FI No. 147.) However, before Student-Athlete 7 arrived on campus, the University's football staff and compliance staff submitted and had the proper documentation approved to classify Student Athlete 7's trip as an official visit. (FI No. 146) As such, the lodging and meals provided to Student-Athlete 7 on those dates were permissible under NCAA Bylaws, and the monetary values corresponding to impermissible benefits outlined in Allegation No. 8-(j) are overstated by the amounts attributable to Student Athlete 7.

The University's decision not to contest leveling notwithstanding, the University notes that the structure and format of the Notice do not allow the enforcement staff to include all of the background information needed to fully understand and assess these violations. The University provides that information below.

(1) Individual 2 's Involvement With High School 2

The starting point for understanding these violations is Individual 2. Individual 2 does not fit the stereotypical mold for violations involving campus visits and related impermissible benefits, which typically involve either a "third party" seeking to benefit from his association with a prospect or a wealthy booster seeking to persuade a prospect to attend a particular institution by providing lavish gifts or benefits. Individual 2 is neither. While Individual 2 had purchased season tickets a few times in the past and was undoubtedly a booster, he never made a donation of any other type to the University, and he stopped purchasing football season tickets in 2009, years before the violations in question occurred. (FI No. 174, 2/13/13 Interview transcript of Individual 2 , at 3.)

Individual 2's connection to the prospects in question arose from his work as a volunteer with the high school they attended, High School 2, an institution largely serving under-privileged youth. (*Id.* at 16-18.) Individual 2 became involved with High School 2 through his church as part of the Fellowship of Christian Athletes ("FCA") program. Members of that church served as FCA leaders (often called "huddle leaders"), forming personal relationships and mentoring students. The "huddle leaders" embedded themselves with individual sports teams at High School 2, serving a role like a team chaplain or an additional staff member. (*See id.* at 26-28 (discussing pre-game meals and post-game devotionals

provided by FCA "huddle leaders").) Individual 2 was not only a "huddle leader" in this program, he was one of its principal organizers. (*Id.* at 21.)

Through this involvement with his church and the FCA program, Individual 2 developed strong personal relationships with football players of all ages, their parents, and others in the administration at High School 2. (*Id.* at 19-20 and 25.) He also had regular contact with High School 2 students who were not recruited to play college sports, providing additional attention and counseling to those who needed a positive influence in their lives. (*See, e.g.*, FI No. 174, 2/13/13 Interview Transcript of Individual 2, at 87.) It was in this context that Individual 2 developed relationships with the student-athletes in question and the violations occurred.

Individual 2's relationship with the High School 2 students identified in this allegation did not begin until ninth grade or later and therefore did not satisfy the requirements of the NCAA's pre-existing relationship test. Nevertheless, Individual 2 provided the prospects with transportation and lodging. He also bought them clothing items and paid phone bills, and he even arranged for academic tutoring. All of these things violated NCAA legislation as alleged.

The University is confident that Individual 2 did not realize, at least at the outset, that he was jeopardizing the collegiate eligibility of the High School 2 prospects he helped.[26] Individual 2 knew he could not help a prospective student-athlete that he had no relationship with, but he believed his actions were permissible because he had developed relationships with the

[26] For example, after the University identified him as being involved in potential violation, Individual 2 cooperated fully with the investigation. He sat down with the University's legal counsel for more than 10 hours of questioning; he provided all documentation that was requested, including e-mails and text messages that he had preserved (*see* FI Nos. 114, 113, 124, WH0001-WH0098); and he submitted to a review of his bank records.

prospects through the FCA.[27] At some point, however, Individual 2's passion for the University, affection for the student-athletes, or both, clouded his judgment, and his conduct crossed the line from permissible to impermissible. This inability to limit his involvement was most apparent in March 2013 when, even after the University identified him through social media, concluded he had violated NCAA legislation, and explicitly warned him that he could not provide transportation and game tickets to prospects, Individual 2 still brought three of the prospects in question to a baseball game on the University's campus.[28] Individual 2's failure to follow the University's clear instructions caused the University to disassociate him for at least the length of the University's probation.

(2) Maurice Harris's Interaction With Individual 2

Assistant football coach Maurice Harris did not know about Individual 2's involvement with High School 2 when Individual 2 first contacted Harris in October 2012. Soon thereafter, after Harris personally met Individual 2 on an unofficial visit by several High School 2 prospects, Harris inquired with both Individual 2 and High School 2's football coach about the nature of Individual 2's relationships with those prospects. Individual 2 explained that he was a "mentor" to the prospects, and High School 2's football coach confirmed that Individual 2 worked with his athletes through the church and the FCA. (FI No. 174, 2/13/13 Interview Transcript of

[27] Individual 2 recalled that he called the University and provided information that he was bringing some prospective student-athletes to campus for a football game, but he was unable to recall the name of the person with whom he spoke, and the University has been unable to identify the individual. (FI No. 174, 2/13/13 Interview Transcript of Individual 2, at 43-44; FI No. 175, 2/21/13 Interview Transcript of Individual 2, at 1-2.) University phone records indicate that such a call was made. However, in light of the length of this conversation, less than one minute, the University is confident that Individual 2 did not provide all of the background information relevant to this violation during the call.

[28] In this instance, assistant football coach Maurice Harris spotted prospects Student-Athlete 5, Student Athlete 7, and Student-Athlete 8 at the University's athletics performance center, learned that they had come to a baseball game with Individual 2, and reported the violation to the University's compliance staff.

Individual 2 , at 52 (Individual 2 as a "mentor"); FI No. 176, 2/26/13 Interview Transcript of Maurice Harris, at 13 and 18.) This fact was also echoed by one of the prospects, Student-Athlete 5, who told Harris that he knew Individual 2 through his church. (FI No. 176, 2/26/13 Interview Transcript of Maurice Harris, at 13-14 and 16 (Student-Athlete 5describing Individual 2 as the "Christian guy" or the "FCA guy").)

At the time, Harris incorrectly believed that the relationship between a volunteer FCA "huddle leader" and prospective student-athletes in the FCA program was permissible under NCAA legislation. Harris had coached at a Memphis-area high school (Whitehaven High School) for seven years and understood the role of FCA "huddle leaders" in Memphis's high school football locker rooms. For that reason, Harris initially felt comfortable with Individual 2 bringing prospects on unofficial visits.

After making initial contact, Individual 2 frequently e-mailed and messaged Harris. Harris, for the most part, did not respond. (FI No. 174, 2/13/13 Interview Transcript of Individual 2, at 131.) However, after Student-Athlete 6, a highly regarded member of the High School 2 football team who had initially committed to the Institution 1, re-opened his recruitment in November 2013, Harris asked Individual 2 to help him get in contact with Student-Athlete 6's mother so Harris could arrange for her to attend an official visit to the University's campus. (FI No. 176, 2/26/13 Interview Transcript of Individual 2 , at 9 and 26.) Harris also asked Individual 2 for help in contacting another High School 2 prospective student-athlete, Student Athlete 7. Harris explained that Student-Athlete 7 came from a "tough" situation at home and could be difficult to reach by phone. (*Id.* at 20.) Individual 2, who was interested in helping Student-Athlete 7 find another scholarship after a new coaching staff at

Institution 9 appeared to withdraw his initial offer, was eager to help. By way of comparison, Harris did not ask Individual 2 for help with Student-Athlete 5 and the other prospect involved, Student Athlete 8, as Harris said he could reach Student-Athlete 5 whenever he wanted and Student-Athlete 8 was not being recruited. (*Id.* at 10.)

Harris knew that Individual 2 was providing transportation to the prospects and academic assistance to Student-Athlete 5 (all of which Harris mistakenly understood to be permissible). This does not mean, however, that Harris facilitated Individual 2's involvement in the recruitment of these student-athletes. The University is unaware of any instance in which Harris asked Individual 2 to provide specific benefits like meals, clothing, or transportation to the prospects or their families. Thus, while the University does not dispute the underlying fact that these benefits were provided and that Harris at least acquiesced to their provision, it disagrees with the enforcement staff's overall characterization of Harris's involvement.

Further, the University questions the allegation that Harris "arranged" hotel lodging for Student-Athlete 8 during Student-Athlete 6's official visit, as the evidence demonstrates that Harris only saw Student-Athlete 6 and Student-Athlete 8 after the prospects had already checked in, and Harris did not learn that Student-Athlete 8 had used the room intended for Student-Athlete 6's mother until the end of Student-Athlete 6's visit. (FI No. 182, 5/9/13 Interview Transcript of Maurice Harris, at 40-44.) Harris also required Individual 2 to bring Student-Athlete 8 back to campus to pay for meals and lodging Student-Athlete 8 received on this visit after discovering that Student-Athlete 8 had not reimbursed the University for those expenses. (*Id.* at 46-49.) For this reason, the University believes that the language used in the

allegation overstates Harris's culpability for his involvement in the violations.[29]

(3) The University Has Taken Appropriate Corrective Measures Against Maurice Harris

While the University understands the reasons for Harris's mistake with respect to Individual 2, Harris should have consulted the compliance staff in making the initial determination. The University also agrees that Harris erred when he continued to communicate with Individual 2 after it became clear to Harris that Individual 2 was a fan of the University's athletics teams and was becoming overly involved in the recruiting process, particularly after several of Individual 2's comments should have raised questions about Individual 2's level of involvement with Student-Athlete 6. At minimum, the University believes that Harris should have brought the issue to the attention of the University's compliance staff for a more thorough review. Harris's failure to ask the right people the right questions about Individual 2 did not meet the University's expectations, and Harris was appropriately penalized for his conduct. Specifically, Harris was required to attend an NCAA Regional Rules Seminar and was prohibited from off-campus recruiting for three weeks during the spring 2015 evaluation period. He has also received a letter of admonishment.

(4) The Four Prospects

Finally, in analyzing Individual 2's motivation and the University's response, the Committee should consider the circumstances surrounding Individual 2's involvement with

[29] The University also notes that the allegation mentions several interactions between Individual 2 and other members of the coaching staff, including head football coach Hugh Freeze. As the lead recruiter for High School 2, Harris had the responsibility to evaluate whether Individual 2's involvement was appropriate. The other coaches mentioned in the allegation asked the right questions and relied upon Harris's understanding of Individual 2's relationship with the prospects in determining that there was no violation of NCAA legislation. (*See* FI No. 184, 8/20/13 Interview Transcript of Hugh Freeze, at 34-37 (Freeze asked Harris about Individual 2 and correctly stated that Individual 2 could not be present for his meeting with Student-Athlete 5's family).)

each of the four High School 2 prospective student-athletes. In every case, it is clear that Individual 2's interest in them did not begin or end with their connection to the University's football team.

(A) Student-Athlete 5

Student-Athlete 5 verbally committed to the University in the summer of 2012, between his junior and senior years of high school at High School 2. He did not consult with Individual 2 about his decision prior to committing. (FI No. 180, 3/25/13 Interview Transcript of Student-Athlete 5, at 6-9 and 61.) After committing, Student-Athlete 5 often accepted transportation from Individual 2 for unofficial visits to campus. Student-Athlete 5 signed a National Letter of Intent ("NLI") with the University in February 2013 and is currently enrolled and a member of the football team.

(B) Student-Athlete 7

Student-Athlete 7 was initially committed to Institution 9 but his scholarship was in doubt after a change in the coaching staff. Individual 2 reached out to the new coaching staff and recommended that they continue to recruit Student Athlete 7, but the new coaching staff did not respond. (FI No. 174, 2/13/13 Interview Transcript of Individual 2, at 82 and 101.) Individual 2 attempted to help find Student-Athlete 7 a scholarship to go elsewhere, and Student-Athlete 7 eventually committed to the University, the only other institution to offer Student-Athlete 7 a scholarship. (*Id.* at 131.) As the University anticipated at the time it signed him, Student-Athlete 7 did not qualify academically, and he eventually enrolled at another institution.

(C) Student Athlete 8

The University did not actively recruit Student-Athlete 8 and did not offer him a scholarship. Realizing that the University was not interested in recruiting Student Athlete 8, Individual 2 attempted to get local junior college and Division II institutions to offer Student-

Athlete 8 a scholarship, and he generally encouraged Student-Athlete 8 to pursue other institutions rather than attempt to walk on at the University. (*Id.* at 130.) Student-Athlete 8 never enrolled at the University.

(D) Student-Athlete 6

Although Individual 2 was not as close to Student-Athlete 6 as the others, he tried to exert the most influence in Student-Athlete 6's recruitment. Student-Athlete 6 initially committed to Institution 1. However, when Student-Athlete 6 reopened his recruitment, Individual 2 hoped Student-Athlete 6 would sign with the University, which was closer to his home and mother. Individual 2 contacted Harris and gave him insights into Student-Athlete 6's recruitment, including Student-Athlete 6's mother's concern about her son attending college across the country. At Harris's request, Individual 2 also coordinated meetings between members of the coaching staff and Student-Athlete 6's mother. As signing day approached, Individual 2 reported that he had several frank conversations with Student-Athlete 6 about his mother's concerns and the possibility of signing with the University, but Student-Athlete 6 nonetheless decided on Institution 1. Student-Athlete 6 enrolled at Institution 1 and attended summer school before returning to Location 5 in fall of 2013 to help care for an ailing family member. Student-Athlete 6 eventually enrolled at the University in spring of 2014 and received a legislative relief waiver from serving a year in residence based upon his family circumstances.

9. [NCAA Division I Manual Bylaws 13.4.1.5 and 13.6.7.9 (2012-13)]

It is alleged that during the weekends of January 18, January 25 and February 1, 2013, the institution's football program produced and/or played three personalized recruiting videos to numerous then football prospective student-athletes who were visiting the institution. Specifically, during the weekends of January 18, January 25 and February 1, the assistant director of sports video for football, under the direction of the head football

coach, took photographs at the institution's football indoor practice facility of visiting prospects wearing official team equipment and/or apparel and edited the photographs into a commercial-style video. During the weekends of January 18 and January 25, the assistant director played the videos for the visiting prospects and their families; the video from the February 1 weekend was not played for the prospects.

Level of Allegation No. 9:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 9 is a breach of conduct (Level III) because the alleged violations (a) provided no more than a minimal recruiting advantage and (b) were isolated or limited. [NCAA Bylaw 19.1.3 (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 9:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 9. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 9 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level III.[30]

10. *[NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(h) (2009-10); 14.1.2, 14.3.2.1, 14.3.2.1.1 and 15.01.5 (2010-11); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]*

    It is alleged that between May and June 2010, David Saunders (Saunders), then administrative operations coordinator for football, and Chris Vaughn (Vaughn), then assistant football coach, violated the NCAA principles of ethical conduct when they engaged in fraudulence or misconduct in connection with the ACT exams of three then football prospective student-athletes. The fraudulent exam scores allowed the prospects to satisfy NCAA initial eligibility academic requirements. Specifically:

    a. *Vaughn instructed then football prospective student-athletes Student-Athlete 9 , Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County High School (Wayne County) in Waynesboro, Mississippi, as well as instructed the three prospects prior to the exam to refrain from answering any exam questions to which they did not know the answer, in order to facilitate*

[30] The University does not agree with the enforcement staff's statement that assistant director of sports videos Chris Buttgen acted "under the direction of the head football coach." Buttgen mentioned the idea for these videos to Freeze, telling Freeze that he (permissibly) made similar videos while employed at another NCAA institution. Freeze approved the making of the videos based upon these comments.

fraudulence or misconduct in connection with their exams. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(h) (2009-10)]

b. *Saunders arranged for Student-Athlete 9 , Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County and arranged for the then ACT testing supervisor at Wayne County to complete and/or alter their exam answer sheets in such a manner that they received fraudulent exam scores. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(h) (2009-10)]*

Student-Athlete 9 's, and Student-Athlete 11's June 2010 ACT scores were used in their initial eligibility academic certifications; as a result, they practiced, competed and received athletically related financial aid from the institution while ineligible during the 2010-11 academic year; Student-Athlete 11 also competed while ineligible during the 2011-12, 2012-13 and 2013-14 academic years. [NCAA Bylaws 14.1.2, 14.3.2.1, 14.3.2.1.1 and 15.01.5 (2010-11); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]

Level of Allegation No. 10:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 10 is a severe breach of conduct (Level I) because the alleged violations (a) seriously undermine or threaten the integrity of the NCAA Collegiate Model; (b) provided or were intended to provide a substantial recruiting, competitive or other advantage; and (c) involve individual unethical or dishonest conduct and (d) involve intentional violations or showing reckless indifference to the NCAA constitution and bylaws. [NCAA Bylaws 19.1.1, 19.1.1-(d) and 19.1.1-(h) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 10:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 10. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 10 is substantially correct, (2) that a violation of NCAA legislation occurred, and (3) that the violation is classified appropriately as Level I.

In August 2013, the enforcement staff conducted an interview with student-athlete Student-Athlete 9, who was enrolled at another institution. During that interview, Student-

Athlete 9 disclosed that he suspected testing fraud in connection with his June 2010 ACT in Wayne County, Mississippi, and implicated two other prospective student-athletes, Student-Athlete 10 and Student-Athlete 11, as being potentially involved.[31] Beginning in September 2013, the University and NCAA enforcement staff conducted multiple interviews of involved student-athletes, members of the University's former coaching staff, ACT administrators from the Wayne County, Mississippi, test site, and others who might have information relevant to allegations of ACT fraud. The University also obtained information from ACT regarding test security procedures.[32] Finally, the University received permission from Student-Athlete 9 and Student-Athlete 10 for the University to obtain and review their test materials and answer sheets. An analysis of these test materials and other information pertaining to contacts between the student-athletes and former University staff members is attached as Exhibit 10-2.

Even with the benefit of this exhaustive and thorough investigation, the University remains uncertain exactly how the testing fraud was carried out.[33] Nevertheless, the University concurs that, after the test ended, an unknown person altered the answer sheets for Student-

[31] Vaughn was the University's primary recruiter for Student-Athlete 9, and Student-Athlete 11. As the summer of 2010 approached, it became clear that the three prospects needed to improve their standardized test score to meet NCAA initial eligibility requirements. Vaughn turned to Saunders, who was known for his previous work in the private sector helping prospects to become academically eligible. Saunders admits that he likely suggested to at least one of the prospects to consider taking the June ACT in Wayne County.

[32] As part of its score validation process, ACT security personnel review a flagged student's prior test score(s), the test materials and answer sheet for the test in question, records from the test site administrators and proctors, and any other factors (*i.e.*, excessive erasure marks, evidence of copying off of answer sheets of nearby students, etc.) that might indicate some form of misconduct. In response to the University's request, ACT Employee 1, an in-house attorney for ACT contacted as part of the University's investigation, provided the policies and procedures applicable to such a score review, a copy of which is attached as Exhibit 10-1.

[33] The University unequivocally believes that Saunders was involved in (and likely spearheaded) the academic fraud but, in fairness, cannot agree with the specific allegation that he directed the testing coordinator to complete and/or alter answer sheets. Neither the University nor the enforcement staff has ever been able to determine who actually altered or completed the answer sheets.

Athlete 9 and Student-Athlete 10 or completed answers they originally left blank. In light of Student-Athlete 11's refusal in 2015, more than a year after his eligibility expired, to authorize the release of his ACT answer sheet to the University and enforcement staff, and because of other circumstantial evidence indicative of fraud, the University also admits the allegation as to him.[34] The University concludes that this fraud was an isolated occurrence planned, directed, and/or carried out by two rogue staff members long-since separated from the University.

Several key facts are relevant in evaluating the University's actions with respect to this allegation. First, the test score increases for these three prospects – five to eight points — are plausible and could have been achieved by legitimate means. Possibly for this reason, the NCAA Eligibility Center did not flag any of these test scores when certifying the prospects' eligibility. Yet, University policy requires the University to initiate an ACT review whenever any applicant's overall score increases by six or more points. In addition, under SEC Bylaws, the University must review a student-athlete's ACT if any subject matter score increases by at least six points. Based on these policies, the University's 9A Committee requested that ACT validate all three test results in the summer of 2010, shortly after the prospects took their test.[35]

[34] Student-Athlete 11 stated that he didn't remember if he left test questions blank and believed that his test result was legitimate. (*See* FI No. 244, 10/1/13 Interview Transcript of Student-Athlete 11, at 23-24.) Student-Athlete 11 attributed the increase in his composite ACT score to hard work that he put in with a tutor. (*Id.* at 14-19 and 30.) However, the proctor in charge of overseeing and administering Student-Athlete 11's ACT test remembered seeing a number of "blanks" or unanswered questions on Student-Athlete 11's answer sheet. (FI No. 271, 12/1/14 Interview Transcript of ACT Employee 2, at 2-6.) At minimum, this proctor's recollection, combined with Student-Athlete 9's statement that he was instructed not to answer questions for which he did not know the answer, raises legitimate questions as to whether Student-Athlete 11 completed the entire test on his own. Without access to Student-Athlete 11's answer sheet and test booklet, the University cannot make an absolute determination whether Student-Athlete 11's score is valid or fraudulent.

[35] The University's 9A Committee, created in compliance with SEC Bylaw 14.1.2.2, seeks to ensure the validity of academic credentials of incoming prospective student-athletes. The 9A Committee consists of the University's Faculty Athletics Representative, Senior Associate Athletics Director for Compliance, Director of Admissions, Certifying Officer (from the registrar's office), Registrar/Assistant Provost, Vice Chancellor for Student Affairs, and General Counsel. If the academic credentials of a potential student-athlete trigger the SEC Bylaw, then the

ACT validated Student-Athlete 9 's, and Student-Athlete 11's tests scores before any of them were admitted to the University, received financial aid, or practiced or competed for the University's football team. (Exhibit 10-3, 8/19/10, 8/20/10, and 7/9/10 Letters from ACT Employee 3 to Jennifer A. Simmons.) To the University's knowledge, these scores remain valid as of the date of this Response despite ACT's independent investigation of the Wayne County test site.

Second, the University never knowingly allowed any of the student-athletes to compete while ineligible.[36] With the exception of Saunders and Vaughn, there is no evidence that any other University employee knew the prospects took the June 2010 ACT in Wayne County. Saunders left the University in December 2010 to accept an assistant coach position at another NCAA member institution, and Vaughn left the University in December 2011 when the new coaching staff took over that same month. Even after allegations of testing fraud came to light in the fall of 2013, the enforcement staff informed the University that the information known at that time was insufficient to require withholding Student-Athlete 11 from competition and authorized the University to continue to allow Student-Athlete 11 to compete. The enforcement staff provided written assurances in October 2013 that, given the state of the investigation, the University would not be at risk for knowingly playing an ineligible student-

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prospect is included in the required Special Report generated to determine if, to the best of the University's knowledge, the triggering academic credentials are valid. The University's Chancellor reviews and signs the Special Report, which must be approved by the SEC Commissioner before the prospect is eligible for competition.

[36] Student-Athlete 11 was the only prospect still playing football at the University during the 2013-14 season, when the possibility of testing fraud first came to light, that had potentially been involved in the testing fraud. Student-Athlete 9 and Student-Athlete 10 lasted less than one academic year at the University. Student-Athlete 9 competed in nine contests during the 2010-11 season before he was dismissed from the team for violating team rules in November 2010. Student-Athlete 10 played in two games during the 2010-11 season before he was dismissed from the team in May 2011. Student-Athlete 9 and Student-Athlete 10 continued their playing careers at junior colleges before transferring to other NCAA institutions.

athlete if Student-Athlete 11 continued to compete in football contests. (Exhibit 10-4, 10/12/13 E-Mail from NCAA Investigator 1 to William H. King, III.)

Finally, at least as to the University, any testing fraud that occurred was limited to just one test date, June 12, 2010. As such, the scope of the violation is substantially different from a prior, similar infractions case involving Saunders decided by the Committee last year and another complex, multi-year academic fraud scheme overseen by a head coach in a separate infractions case decided earlier this month.

Altogether, the cumulative evidence marshaled by the University and enforcement staff supports a finding that testing fraud occurred and that Saunders and Vaughn were involved or had knowledge of that fraud. The University took appropriate steps at the time of the violations to flag the increased test scores for the ACT's review and fully relied upon ACT's validation of those scores.

11. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); 14.11.1 (2010-11 through 2012-13); and 14.10.1 (2013-14)]

It is alleged that during the summer of 2010, David Saunders (Saunders), then administrative operations coordinator for football, and Chris Vaughn (Vaughn), then assistant football coach, violated the NCAA principles of ethical conduct when they knowingly arranged for Individual 1, a representative of the institution's athletics interests, to provide impermissible recruiting inducements in the form of housing, meals and/or transportation to five then football prospective student-athletes. Additionally, Saunders knowingly arranged for Individual 1 to provide housing, meals and/or transportation to a sixth then football prospective student-athlete. Individual 1 became a representative of the institution's athletics interests due to Saunders and Vaughn arranging for him to provide recruiting inducements to the prospects. Further, Derrick Nix (Nix), assistant football coach, was involved in arranging for the sixth prospect to receive housing, meals and/or transportation.

The total monetary value of impermissible housing, meals and/or transportation provided to the six prospects was approximately $1,750. The housing, meals and/or

transportation allowed the prospects to enroll in summer courses to satisfy NCAA initial eligibility academic requirements. Specifically:

a. *In the summer of 2010, Vaughn and Saunders knowingly arranged for Individual 1 to provide housing, meals and/or transportation to then football prospective student-athletes Student-Athlete 12, Student-Athlete 9, Student-Athlete 10, Student-Athlete 13 and Student-Athlete 11 while they were enrolled at the Business 5 in Location 1. The value of impermissible inducements provided to the five prospects was approximately $1,460.*

   Student-Athlete 12, Student-Athlete 9, Student-Athlete 10 and Student-Athlete 13 each received approximately $333 in housing, transportation and/or meals; Student-Athlete 11 received approximately $131 in those same inducements. As a result, Student-Athlete 9, Student-Athlete 10 and Student-Athlete 11 competed while ineligible during the 2010-11 academic year; Student-Athlete 12 and Student-Athlete 11 also competed while ineligible during the 2011-12 and 2012-13 academic years. Student-Athlete 13 did not compete while ineligible. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); and 14.11.1 (2010-11 through 2012-13)]

b. *In the summer of 2010, Saunders knowingly arranged for Individual 1 to provide housing, meals and/or transportation to then football prospective student-athlete Student-Athlete 14 while he was enrolled in a course at the Business 5. The value of impermissible inducements provided to Student-Athlete 14 was approximately $290. Subsequently, Student-Athlete 14 competed while ineligible during the 2011-12 and 2012-13 academic years. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 13.01.4, 13.1.2.1, 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10); and 14.11.1 (2011-12 and 2012-13)]*

c. *In the summer of 2010, Nix assisted in arranging for Student-Athlete 14 to receive housing, meals and/or transportation while enrolled at the Business 5 when he placed Student-Athlete 14 and/or Student-Athlete 14 family in contact with Saunders and/or Individual 1 to arrange housing, meals and/or transportation. [NCAA Bylaws 13.2.1, 13.2.1.1-(h) and 13.15.1 (2009-10)]*

Level of Allegation No. 11:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 11 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and provided, or were intended to provide, a substantial recruiting, competitive or other advantage and a substantial or extensive impermissible benefit. In addition, the alleged violations involve (a) individual unethical conduct; (b) benefits provided by a representative of the institution's athletics interests that were intended to secure, or which resulted in, the

enrollment of prospects; and (c) third-party involvement in recruiting violations in which institutional officials knew or should have known about. [NCAA Bylaws 19.1.1, 19.1.1-(d), 19.1.1-(f) and 19.1.1-(g) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 11:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 11. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University believes that the factual information contained in Allegation No. 11 is substantially correct and believes that a violation of NCAA legislation occurred as described in Allegations Nos. 11-(a) and 11-(b).[37] As to Allegation No. 11-(c), the University disagrees that the evidence supports a finding that assistant football coach Derrick Nix "assisted in arranging" for one of the prospects to receive impermissible benefits. The University also disagrees with the enforcement staff's classification of these violations as Level I and proposes that the violations should be classified as Level II.

(1) Derrick Nix Did Not Assist In Arranging Impermissible Benefits For Student-Athlete 14

Nix is mentioned in connection with only one of the prospects identified in Allegation No. 11, Student-Athlete 14. The University disputes the allegation that Nix "assisted in arranging" for Student-Athlete 14 to live with Individual 1 during the summer of 2010. The University does not deny that Nix placed Student-Athlete 14 in contact with Saunders, a non-coaching staff member whose job duties included assisting with initial eligibility issues for football prospects. This does not mean, however, that Nix "assisted in arranging for Student-Athlete 14 to receive housing, meals and/or transportation" from Individual 1.

[37] The allegation refers to the prospects receiving impermissible meals during their time at the home of Individual 1. However, several of the prospects stated during the course of the investigation that they purchased their own food while living in Individual 1's home or paid Individual 1 for gas and meals. Further, when the University and enforcement staff agreed upon facts relevant to the reinstatement of the prospects, there was no mention of impermissible meals. Regardless, the University does not dispute that the prospects received lodging and transportation benefits during the applicable time period.

Nix did not know who Individual 1 was when Student-Athlete 14 began living at Individual 1's home. Nix assumed Student-Athlete 14 was living at home with his family in Location 7, and commuting each day to Business 5 campus in Location 1. Nix did not learn that Student-Athlete 14 was staying at Individual 1's home until later that summer, well after any arrangements with Individual 1 were finalized. At that point, Nix asked Saunders whether it was permissible for the prospects to be living with Individual 1. Saunders, whom Nix believed had expertise in this area, told Nix that Individual 1's status as an owner of a non-profit made it permissible.[38]

The only evidence supporting an allegation against Nix consists of speculative statements made by Student-Athlete 14 in his August 13, 2013, interview. Student-Athlete 14 stated that he "***probably*** [got Individual 1's address from] Coach Nix, or either I got Individual 1's number and [Nix] gave it to me. ***I'm not totally sure about that***." (FI No. 229, 8/13/13 Interview Transcript of Student-Athlete 14, at 14 (emphasis added).) This statement is far from conclusive; in fact, Student-Athlete 14 specifically stated he was "***guessing*** [Nix] was the one who informed me about that." (*Id. at* 14 (emphasis added).) Student-Athlete 14 did not have a specific recollection of Nix mentioning Individual 1 and speculated that Nix provided the information about Individual 1 only because Nix was the coaching staff member with whom he had the most regular contact. (*Id.* at 24.)

Student-Athlete 14 s speculation in the absence of a clear recollection is not a sufficient basis to find that Nix "arranged" for Student-Athlete 14 to stay with Individual 1. This is

[38] Nix was not alone in believing that Saunders had expertise in academic eligibility issues. (*See* Exhibit IN-1, *University of Louisiana at Lafayette* (January 12, 2016), at 6.)

particularly true where Student-Athlete 14 s memory about other aspects of that summer is crystal clear. For example, Student-Athlete 14 specifically remembered learning about the possibility of taking summer classes at Business 5 from someone working for a high school academic enrichment program run by a local company. (*Id.* at 20-21.)

In light of Nix's clear recollection that he had no knowledge of Individual 1 when Student-Athlete 14 s living arrangements were made, that he did not assist in making any arrangements, and that he thought Student-Athlete 14 was commuting from home, the University does not believe the evidence supports Allegation No. 11-(c). Indeed, there are other plausible scenarios by which Student-Athlete 14 could have learned about Individual 1, including the possibility that Saunders – who knew Individual 1 and had already informed the other prospects about him – told Student-Athlete 14 or his family about Individual 1 and the possibility that Student-Athlete 14 learned about Individual 1 from one of the other prospects who were studying at Business 5.

(2) The Violation Should Be Classified as Level II

This violation should be classified as Level II for two primary reasons. First, the impermissible benefits were not of the high dollar value typically associated with a Level I case. The six prospects combined received less than $1,750.85 in impermissible benefits (a maximum of $333.03, and, in Student-Athlete 11's case, substantially less – $133). Due to the low dollar value at issue for each of the prospective student-athletes, these violations would individually have been treated as Level III, and collectively they rise to Level II. The University has been unable to locate any precedent where an infraction involving a similar dollar amount was classified as Level I. Additionally, Individual 1 had no specific ties to the University in terms of

monetary donations, booster club affiliations, or season tickets that are typically found in Level I cases.

Second, although Individual 1's motivation in providing these benefits does not excuse the violations at issue, his history of providing the same or similar benefits to young men and women – some of whom were athletes, but others who were not – prior to the summer of 2010 calls into question whether the violations constitute the type of "severe" breach of conduct required for Level I treatment. At the time of the investigation, Individual 1 worked at a Nissan Group manufacturing and assembly plant and as a minister. He also remained active in various local ministries and non-profits that operated schools providing safe-havens for at-risk students, first in Location 1, Location 8, and then back in Location 1. At various times, Individual 1's ministries and non-profits offered the possibility of housing with host families, and Individual 1 had housed out-of-area students (athletes and non-athletes) separate from his involvement with the schools. Individual 1's conduct in the present case is consistent with this prior practice, in which he did not charge rent.

Further, when Individual 1 helped prospective student-athletes, his efforts were not limited to students who planned to attend the University; in fact, Individual 1 provided lodging to several prospective student-athletes committed to attending other institutions. For example, the first student-athlete who lived with Individual 1, Student-Athlete 15, signed a football and basketball scholarship with Institution 2 in 2003. More recently, Individual 1 helped Student-Athlete 16 , a Institution 3 signee, and Student-Athlete 17 , a signee for the Third Party College Institution 1 who never enrolled. Individual 1's first connection with a student-athlete committed to the University was not until 2009. And there is also evidence

that, even during the summer of 2010 when he housed the six University signees, Individual 1 was providing lodging to another football prospect who planned to attend the Institution 4. (FI No. 229, 8/13/13 Interview Transcript of Student-Athlete 14, at 12-13.)

In light of Individual 1's history of helping non-athletes and athletes alike and the absence of an established preference for the University's athletes or athletics interests, the University believes that this case presents less than a "severe" breach of conduct. While the University agrees that Individual 1's conduct violated NCAA legislation, the objective evidence obtained during the course of this investigation supports Individual 1's statements that he never intended to commit an infraction or affect the eligibility of the prospects who lived with him. This position is supported not only by the consistent recollections of the student-athletes in question, all of whom reported that Individual 1 used his home as a teaching example and imposed strict discipline in an effort to impart lessons on responsibility and dependability, but also by the fact that Individual 1 did not repeat the same conduct with future University recruits. In other words, this is an isolated instance of an individual with a well-established practice of helping young men and women in need and does not threaten or endanger the collegiate model in any way that warrants Level I classification.[39]

12. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 19.2.3 and 19.2.3.2 (2013-14)]

[39] It was for this same reason that the University treated the benefits as an amateurism issue (preferential treatment) when seeking reinstatement for the prospects under Bylaw 12.1.2.1.6. At that time, both the enforcement staff and Student-Athlete Reinstatement ("SAR") agreed with the University and approved the reinstatement requests invoking the preferential treatment Bylaw. No new facts relevant to this allegation have come to light since August 2013. The University believes that it, the enforcement staff, and SAR got this decision right the first time. Accordingly (and alternatively), the University requests that the Committee reach the same conclusion here and address these violations for penalty purposes under Bylaw 12 and not as recruiting inducements under Bylaw 13 as the enforcement staff has alleged.

It is alleged that between August 14 and 31, 2013, Chris Vaughn (Vaughn), former assistant football coach, violated the NCAA cooperative principle when he communicated with witnesses of an NCAA enforcement investigation after being admonished on multiple occasions to refrain from having such communications. Additionally, on December 17, 2013, Vaughn violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation. Specifically:

a. *Between August 14 and 31, 2013, Vaughn engaged in multiple telephone calls and text message communications with witnesses of the enforcement staff's investigation regarding the violations detailed in Allegation Nos. 10 and 11, after being admonished on multiple occasions to refrain from having such communications in order to protect the integrity of the investigation. Additionally, during his August 19 and December 17, 2013, interviews with the institution and enforcement staff, Vaughn acknowledged that his purpose for engaging in the communications was to obtain information regarding the investigation. [NCAA Bylaws 19.2.3 and 19.2.3.2 (2013-14)]*

b. *Vaughn denied during his December 17 interview that he (1) directed then football prospective student-athletes Student-Athlete 9, Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County High School (Wayne County) in Waynesboro, Mississippi, and (2) instructed the three prospects to refrain from answering any exam questions to which they did not know the answer in order to facilitate fraudulence or misconduct in connection with their exams. However, the factual support for Allegation No. 10 shows that Vaughn directed Student-Athlete 9 , Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County, and instructed them to refrain from answering any exam questions to which they did not know the answer, in order to facilitate fraudulence or misconduct in connection with their exams. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]*

Level of Allegation No. 12:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 12 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and they involve (a) a failure to cooperate in an enforcement investigation and (b) individual unethical or dishonest conduct. Further, the responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of the NCAA Collegiate Model. [NCAA Bylaws 19.01.1, 19.1.1 and 19.1.1-(d) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 12:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 12. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The actions alleged, while clearly contrary to NCAA legislation, are associated with a period of time after Vaughn was no longer employed by the University. Regardless of the Committee's determination, the University is not responsible for or subject to penalties as a result of the alleged conduct. Thus, the University does not take a position on the allegation.

13. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

It is alleged that on December 16, 2013, and February 25, 2014, David Saunders (Saunders), former administrative operations coordinator for football, violated the NCAA principles of ethical conduct when he knowingly provided false or misleading information regarding his knowledge of and/or involvement in violations of NCAA legislation.

Specifically, during his December 16, 2013, and February 25, 2014, interviews with the institution and NCAA enforcement staff, Saunders denied (a) that he arranged for then football prospective student-athletes Student-Athlete 9, Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County High School (Wayne County) in Waynesboro, Mississippi, and (b) knowledge of and/or involvement in fraudulence or misconduct in connection with their exams.

However, the factual support for Allegation No. 10 shows that Saunders arranged for Student-Athlete 9, Student-Athlete 10 and Student-Athlete 11 to take the June 2010 ACT exam at Wayne County and arranged for the then ACT testing supervisor at Wayne County to complete and/or alter their exam answer sheets in a such a manner that they received fraudulent exam scores. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

Level of Allegation No. 13:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 13 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve individual unethical or dishonest conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2015-16)]

Factual Information (FI) on which the enforcement staff relies for Allegation No. 13:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 13. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The actions alleged, while clearly contrary to NCAA legislation, are associated with a period of time after Saunders was no longer employed by the University. Regardless of the Committee's determination, the University is not responsible for or subject to penalties as a result of the alleged conduct. Thus, the University does not take a position on the allegation.

Women's basketball.

OVERVIEW:

The violations in the women's basketball program are the result of intentional and egregious misconduct by former assistant coach Kenya Landers and her husband, Michael, the former coordinator of basketball operations. The University employed the Landerses for just over six months. During that time, the Landerses used personal cellular phones and e-mail to commit academic fraud and various contact violations and to hide those actions from the University. Once the investigation began, the Landerses lied to the University's investigators, instructed student-athletes to lie during interviews, and attempted to destroy critical evidence of their misconduct. The Landerses' violations led to their termination and the termination of the women's basketball head coach before the first game of the season. The University also declared two student-athletes ineligible. Both of these student-athletes lost their grants-in-aid, effectively ending their college careers. The Landerses' actions have no place in college athletics, and the University did everything in its power to discover and end their cheating.

Circumstances leading to these violations began on March 26, 2012, when the University hired Adrian Wiggins as head women's basketball coach. Wiggins hired Kenya Landers as his first assistant coach. Shortly thereafter, Wiggins hired Kenya Landers's husband, Michael, as coordinator of basketball operations. The Landerses had previously served as co-head coaches of the Institution 5 women's basketball team in Location 9, which won the junior college national championship in 2012. The University's athletics administration appropriately vetted the Landerses before they were hired. As is standard operating procedure in collegiate athletics, the University confirmed with the NCAA in March 2012 that the

Landerses were not subject to a show cause order and had not been named in a major infractions case. The University did not find any other red flags in their coaching histories and therefore had no reason to suspect that the Landerses would engage in such egregious misconduct. The University also fully researched Wiggins before he was hired, including a standard background check and conversations with representatives from his former institution and athletics conference.

Within a few days of their hiring, the University provided rules education to the Landerses and Wiggins, including a review of NCAA recruiting legislation. The University also provided institutional cellular phones and e-mail addresses and told the coaches that all recruiting and women's basketball work should be conducted using these phones and accounts.

In early September 2012, the University received an inquiry letter from the SEC concerning the University's recruitment and academic status of Student-Athlete 18. Student-Athlete 18, a key member of the Institution 5 national championship team, had been selected as the Award 1. The Landerses recruited Student-Athlete 18 to follow them to the University. The SEC's letter also inquired about another former prospective student-athlete, Student-Athlete 19.[40]

The University promptly retained outside counsel and began an investigation into the women's basketball program. Before conducting any interviews, the University identified a second junior college transfer prospect, Student-Athlete 20, whose academic profile was similar to Student-Athlete 18. Specifically, Student-Athlete 20 had taken an online class at one of the

[40] For Student-Athlete 18, the issues identified by the SEC concerned potential contact violations and whether Student-Athlete 18 had fully satisfied Institution 5's graduation requirements and NCAA Division I enrollment requirements. There was no suggestion that academic fraud had occurred. For Student-Athlete 19, the only issue was whether she received impermissible transportation during an official visit to the University (there was no visit).

same institutions as Student-Athlete 18. The University expanded its investigation to include a review of Student-Athlete 20's academics.

During their initial, back-to-back interviews on October 2, 2012, the Landerses, Student-Athlete 18, and Student-Athlete 20 flatly denied any academic wrongdoing. During the very first interview, however, Student-Athlete 18 acknowledged the Landerses had some involvement in her online courses, and her text messages with Kenya Landers raised suspicions. For this reason, immediately following Student-Athlete 18's interview, the University secured and imaged the Landerses' University-issued computers. During the Landerses interviews that same day, the University inspected the Landerses' phones and reviewed text messages with Student-Athlete 18 and Student-Athlete 20. The University also required Kenya Landers to log on to her University and personal e-mail account, and the University searched for and reviewed e-mail with or about Student-Athlete 18 and Student-Athlete 20. Capturing these records on the first day of interviews proved crucial.

The following day, the University discovered that Michael Landers had used a personal e-mail account to send e-mails to Student-Athlete 18 at her Institution 5 student e-mail account. These e-mails referenced Student-Athlete 18's online classwork and included attachments that appeared to be assignments from those courses. In the middle of the University's review of Student-Athlete 18's inbox, the e-mails in question began to disappear. The University took screenshots of the inbox screen before the remaining e-mails also disappeared. The University immediately suspected and has since confirmed that Michael Landers gained access to Student-Athlete 18's Institution 5 e-mail account and deleted these e-

mails in an effort to conceal the academic fraud. At the same time, Michael Landers was also deleting all of the corresponding e-mails from his personal e-mail account.[41]

After witnessing the deletion of key evidence, the University secured and imaged all computers and iPads assigned to the rest of the women's basketball staff. The University also secured and imaged the Landerses' iPad and re-imaged Michael Landers's computer to determine if it had been used to log into and delete e-mails from Student-Athlete 18's Institution 5 account. The University's October 4, 2012, review of the browsing history on the Landerses' iPad reflected visits to both Landerses' personal e-mail accounts. Additionally, the browser history indicated that the Landerses had viewed e-mails with subject lines matching the deleted e-mails observed in Student-Athlete 18's account. Meanwhile, the University's information technology department was able to recover some of the attachments that the investigative team had opened from Student-Athlete 18's Institution 5 e-mails before the e-mails had disappeared. The University matched these attachments to assignments on syllabi it obtained for Student-Athlete 18's online courses.

Michael Landers was interviewed for a third time the next morning. He was not aware that the University had viewed and recovered information from Student-Athlete 18's e-mail account and discovered the iPad browsing history. During the interview, the University required Michael Landers to log into his personal e-mail account. Once he logged on, because the University had researched several methods of recovering deleted e-mails, the interview team was able to recover a significant number of incriminating e-mails that Michael Landers

[41] Michael Landers deleted almost every e-mail from his personal account prior to his second interview on October 3, 2012. He claimed that he deleted the e-mails to hide potentially embarrassing personal correspondence unrelated to the investigation. When the University recovered the deleted e-mails on October 5, 2012, it found the e-mails bearing the same subject line and content as those observed in Student-Athlete 18's inbox.

believed had been permanently deleted from his account. When faced with these e-mails, Michael Landers finally admitted that he had committed academic fraud on Student-Athlete 18 and Student-Athlete 20's behalf. He maintained, however, that his wife, Kenya, had no knowledge of or involvement in the fraud. The University immediately informed Michael Landers that he was being terminated, but that the University would place him on administrative leave so long as he cooperated with the investigation.

When presented with her husband's recovered e-mails, Kenya Landers admitted that she had also deleted relevant information and had not been completely honest in her prior interviews. As a result, like her husband, Kenya Landers was immediately informed that her employment was being terminated, but that she could remain on administrative leave if she cooperated with the investigation. [42]

However, Kenya Landers continued to deny any knowledge of or participation in the academic fraud. Despite the University's best efforts, none of the deleted e-mails from her personal e-mail account could be recovered. This setback notwithstanding, the University continued to investigate Kenya Landers's involvement with Student-Athlete 18 and Student-Athlete 20.

[42] Student-Athlete 18 and Student-Athlete 20 refused to cooperate with the investigation during follow-up interviews conducted on October 8 and 9, 2012, respectively. The University immediately declared both ineligible, and neither ever competed for University. Student-Athlete 18 later agreed to cooperate with the investigation and was interviewed by the University and enforcement staff on January 23, 2013. During this interview, Student-Athlete 18 admitted that she had participated in the academic fraud that led to her being certified as eligible, lied to investigators, and deleted e-mails and text messages as directed by Kenya Landers. Student-Athlete 18 also confirmed that Kenya Landers had paid for her online courses. Student-Athlete 20 also agreed to cooperate and was interviewed on January 22, 2013. Student-Athlete 20 confirmed during her interview that she did not complete any of the coursework for her online classes and that Kenya Landers had instructed her to deny her involvement in the academic fraud.

By interviewing and obtaining course-related information from an instructor for one of Student-Athlete 20's online courses, the University developed compelling evidence of Kenya Landers's complicity. When confronted with this evidence in her final interview, she admitted to securing a third party to perform Student-Athlete 20's course work and arranging for a proctor to send the Landerses what was supposed to be Student-Athlete 20's in-person final exam.

In light of the University's findings, it also placed Wiggins on administrative leave on October 22, 2012, less than a month before the first basketball game of the 2012-13 season. Although there is no information suggesting Wiggins was involved in or aware of the academic fraud, the investigation showed that he failed to meet the University's expectations of a head coach in monitoring his coaching staff. Wiggins's employment was terminated on March 31, 2013.

After dismissing two of its four women's basketball coaches and its coordinator of basketball operations less than two weeks before the season, the University named one of the remaining assistant coaches as interim head coach and filled one of the assistant coach positions and its operations position with non-coaching staff. The University did not fill the vacant assistant coach position or hire any new women's basketball staff for the 2012-13 season, nor did it attempt to fill the scholarships vacated by the prospects in question. The University self-imposed a post-season ban for 2012-13 season, grant-in-aid reductions, and other remedial and punitive measures.

RESPONSE TO ALLEGATIONS:

14. *[NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 10.1-(c), 13.2.1, 13.2.1.1-(e) and 13.15.1 (2011-12); 14.1.2 and 15.01.5 (2011-12 and 2012-13)]*[43]

It is alleged that between May and June 2012, Kenya Landers (K. Landers), then assistant women's basketball coach; Michael Landers (M. Landers), then women's basketball director of operations; and then women's basketball prospective student-athletes Student-Athlete 20 and Student-Athlete 18 violated the NCAA principles of ethical conduct when they knowingly engaged in arranging fraudulent academic credit with respect to summer online courses at two-year institutions in which Student-Athlete 20 and Student-Athlete 18 were enrolled. Additionally, K. Landers violated the principles of ethical conduct when she knowingly provided Student-Athlete 18 with impermissible recruiting inducements in the form of paying for Student-Athlete 18 's two online summer courses.

In late May 2012, Student-Athlete 20 enrolled in three online summer courses (math, coaching basketball and African-American literature) that were selected by K. Landers and M. Landers. On May 30, 2012, K. Landers enrolled Student-Athlete 18 in two online summer courses (speech and American government) and paid for the courses using personal funds. The courses were required for Student-Athlete 20 and Student-Athlete 18 to complete their associate's degrees and satisfy NCAA two-year transfer eligibility requirements. Subsequently, K. Landers and M. Landers completed the online coursework on Student-Athlete 20's and Student-Athlete 18 ' s behalf. Specifically:

a. *K. Landers enrolled Student-Athlete 18 in summer online speech and American government courses and knowingly paid the costs for the courses. The total monetary value of the courses was approximately $630. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 13.2.1, 13.2.1.1-(e) and 13.15.1 (2011-12)]*

b. *K. Landers and M. Landers completed all of Student-Athlete 20 's coursework and the vast majority of Student-Athlete 18 's coursework in their online summer courses. However, Student-Athlete 18 personally completed the videotaped presentations for the speech course. The coursework that K. Landers and M. Landers completed for Student-Athlete 20 and Student-Athlete 18 included homework assignments, papers, quizzes and exams. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2011-12)]*

As a result, between July and October 2012, Student-Athlete 20 and Student-Athlete 18 received athletically related financial aid from the institution while ineligible. [NCAA Bylaws 14.1.2 and 15.01.5 (2011-12 and 2012-13)]

[43] This allegation is the basis for Allegation No. 20.

Level of Allegation No. 14:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 14 is a severe breach of conduct (Level I) because the alleged violations (a) seriously undermine or threaten the integrity of the NCAA Collegiate Model; (b) provided or were intended to provide a substantial recruiting, competitive or other advantage. In addition, the alleged violations involve (a) academic misconduct, (b) individual unethical or dishonest conduct, (c) benefits provided by a coach intended to secure or which resulted in the enrollment of a prospect and (d) intentional violations or showing reckless indifference to the NCAA constitution and bylaws. [NCAA Bylaws 19.1.1, 19.1.1-(b), 19.1.1-(d), 19.1.1-(f) and 19.1.1-(h) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 14:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 14. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 14 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

15. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 19.01.3 and 32.1.4 (2012-13)]

It is alleged that in October 2012, Kenya Landers (K. Landers), then assistant women's basketball coach, violated the NCAA principles of ethical conduct and NCAA cooperative principle when she knowingly influenced then women's basketball student-athletes Student-Athlete 20 and Student-Athlete 18 to provide false or misleading information to, or conceal information from, the institution and NCAA enforcement staff regarding their knowledge of and/or involvement in violations of NCAA legislation. Additionally, K. Landers violated the principles of ethical conduct when she knowingly provided false or misleading information to the institution and enforcement staff regarding her knowledge of and/or involvement in violations of NCAA legislation. Specifically:

a. Regarding K. Landers violating the cooperative principle:

(1) In October 2012, she knowingly instructed Student-Athlete 18 to delete text messages that were relevant to the institution's and enforcement staff's investigation of the issues detailed in Allegation No. 14. [NCAA Bylaws 10.01.1, 10.1, 10.1-(d), 19.01.3 and 32.1.4 (2012-13)]

(2) In October 2012, she knowingly instructed Student-Athlete 20 and Student-Athlete 18 to (a) deny to the institution and enforcement staff knowledge of and/or involvement in the arrangement of fraudulent academic credit as detailed in Allegation No. 14 and (b) falsely report to the institution and enforcement staff that they completed their own summer of 2012 online coursework. [NCAA Bylaws 10.01.1, 10.1, 10.1-(d), 19.01.3 and 32.1.4 (2012-13)]

b. Regarding K. Landers knowingly providing false or misleading information:

(1) During her October 2 and 19, 2012, interviews with the institution and/or enforcement staff, K. Landers (a) denied that she paid for Student-Athlete 18 's two summer of 2012 online courses and (b) reported that Student-Athlete 18 paid for the courses with a prepaid debit card funded by her family.

However, Student-Athlete 18 admitted during her January 23, 2013, interview with the institution and enforcement staff that (a) she did not pay for her online courses with funds from her family and (b) K. Landers instructed her to report to the institution and enforcement staff a fabricated story that her mother's fiancé paid for the courses with a prepaid debit card. Additionally, the purchase receipt and K. Landers' telephone records show that K. Landers placed telephone calls to Institution 6 on the date and time Student-Athlete 18 's courses were purchased over the telephone. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

(2) During her October 2, 5 and 19, 2012, interviews with the institution and/or enforcement staff, K. Landers denied that she or Michael Landers (M. Landers), then women's basketball director of operations, completed Student-Athlete 20 's and Student-Athlete 18 's summer of 2012 online coursework.

However, K. Landers admitted later in her October 19 interview that she completed Student-Athlete 20's math coursework. Additionally, M. Landers admitted during his October 5 and 19, 2012, interviews that he completed coursework for Student-Athlete 20 's coaching and African-

American literature courses and Student-Athlete 18 's speech and American government courses. Additionally, Student-Athlete 20 and Student-Athlete 18 admitted during their January 2013 interviews that K. Landers and M. Landers completed their online coursework. Further, emails and other documentation show that K. Landers and M. Landers worked together to complete Student-Athlete 20's and Student-Athlete 18 ' online coursework. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

Level of Allegation No. 15:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 15 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve (a) a failure to cooperate in an NCAA enforcement investigation and (b) individual unethical or dishonest conduct. Further, the responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of the NCAA Collegiate Model. [NCAA Bylaws 19.01.1, 19.1.1, 19.1.1-(c) and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 15:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 15. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 15 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

16. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 19.01.3 and 32.1.4 (2012-13)]

It is alleged that in October 2012, Michael Landers (M. Landers), then women's basketball director of operations, violated the NCAA principles of ethical conduct and NCAA cooperative principle when he knowingly deleted documentation that was relevant to an investigation of violations of NCAA legislation. Additionally, M. Landers violated the principles of ethical conduct when he knowingly provided false or misleading information to the institution and NCAA enforcement staff regarding his knowledge of and/or involvement in violations of NCAA legislation. Specifically:

a. Regarding M. Landers violating the cooperative principle, between October 2 and 3, 2013, M. Landers deleted emails that were relevant to the institution's and enforcement staff' investigation of the issues detailed in Allegation No. 14 after being admonished by the institution to preserve such documentation. [NCAA Bylaws 10.1, 10.1-(d), 19.01.3 and 32.1.4 (2012-13)]

b. Regarding M. Landers knowingly providing false or misleading information:

(1) During his October 2 and 3, 2012, interviews with the institution, M. Landers denied that he completed any summer of 2012 online coursework for then women's basketball prospective student athletes Student-Athlete 20 or Student-Athlete 18 .

However, M. Landers admitted during his October 5 and 19 interviews with the institution and/or enforcement staff that he completed coursework for Student-Athlete 20 's coaching and African-American literature courses and Student-Athlete 18 's American government and speech courses. Additionally, Student-Athlete 20 and Student-Athlete 18 admitted during their January 2013 interviews that M. Landers and Kenya Landers (K. Landers), then assistant women's basketball coach, completed their online coursework. Further, emails and other documentation show that M. Landers and K. Landers worked together to complete Student-Athlete 20 's and Student-Athlete 18 's online coursework. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

(2) During his October 3, 2012, interview with the institution, M. Landers denied that he deleted emails that were relevant to the institution's and enforcement staff's investigation. However, after the institution recovered the emails during the interview, M. Landers admitted that he deleted the emails. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

(3) During his October 19, 2012, interview with the institution and enforcement staff, M. Landers reported that K. Landers had no knowledge of and/or involvement in completing Student-Athlete 20 's and Student-Athlete 18 's summer of 2012 online coursework. However, K. Landers admitted during her October 19 interview that she completed Student-Athlete 20's online math coursework. Additionally, Student-Athlete 20 and Student-Athlete 18 reported during their January 2013 interviews that K. Landers and M. Landers were involved in completing their online coursework. Further, documentation shows that K. Landers and M. Landers worked together to complete Student-Athlete 20's and Student-Athlete 18 's online coursework. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

Level of Allegation No. 16:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 16 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve (a) a failure to cooperate in an NCAA enforcement investigation and (b) individual unethical or dishonest conduct. Further, the responsibility to cooperate is paramount to a full and complete investigation, which the membership has identified as critical to the common interests of the Association and preservation of the NCAA Collegiate Model. [NCAA Bylaws 19.01.1, 19.1.1, 19.1.1-(c) and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 16:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 16. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 16 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

17. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

It is alleged that in October 2012, then women's basketball student-athlete Student-Athlete 18 violated the NCAA principles of ethical conduct when she knowingly provided false or misleading information to the institution and/or NCAA enforcement staff regarding her knowledge of and/or involvement in violations of NCAA legislation.

Specifically, during her October 2, 2012, interview with the institution and her October 9, 2012, interview with the institution and enforcement staff, Student-Athlete 18 stated that she (a) personally completed the coursework for her two summer of 2012 online courses without improper assistance from Kenya Landers (K. Landers), then assistant women's basketball coach, or Michael Landers (M. Landers), then women's basketball director of operations, and (b) paid for her two courses with funds from her family.

However, during her January 23, 2013, interview with the institution and enforcement staff, Student-Athlete 18 admitted that M. Landers completed her summer of 2012 online coursework with the exception of her videotaped speech presentations and that K. Landers paid for her two summer of 2012 online courses. Additionally, M. Landers

admitted during his October 5 and 19 interviews that he completed Student-Athlete 18 's coursework. Further, emails and other documentation show that M. Landers completed Student-Athlete 18 's coursework and that K. Landers paid for Student-Athlete 18 's two online courses.

Level of Allegation No. 17:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 17 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve individual unethical or dishonest conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 17:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 17. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 17 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

18. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]

It is alleged that in October 2012, then women's basketball student-athlete Student-Athlete 20 violated the NCAA principles of ethical conduct when she knowingly provided false or misleading information to the institution regarding her knowledge of and involvement in violations of NCAA legislation.

Specifically, during her October 2 and October 8, 2012, interviews with the institution, Student-Athlete 20 stated that she personally completed her summer of 2012 online coursework without improper assistance from Kenya Landers (K. Landers), then assistant women's basketball coach, and Michael Landers (M. Landers), then women's basketball director of operations.

However, during her January 22, 2013, interview with the institution and NCAA enforcement staff, Student-Athlete 20 admitted that K. Landers and M. Landers completed all of her summer of 2012 online coursework. Additionally, during her October 19, 2012, interview with the institution and enforcement staff, K. Landers admitted that she completed Student-Athlete 20's math coursework. Further, during his October 5 and 19, 2012, interviews, M. Landers admitted that he completed coursework for Student-Athlete 20's coaching and African-American literature courses. Lastly, emails and other

documentation show that K. Landers and M. Landers worked together to complete Student-Athlete 20's online coursework.

Level of Allegation No. 18:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 18 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve individual unethical or dishonest conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 18:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 18. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 18 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

19. [NCAA Division I Manual Bylaws 13.1.3.1, 13.1.3.1.4, 13.1.3.4.1 and 13.4.1.2 (2011-12)]

It is alleged that between March 28 and July 24, 2012, Kenya Landers (K. Landers), then assistant women's basketball coach, and Michael Landers (M. Landers), then women's basketball director of operations, placed 62 impermissible telephone calls and sent 320 impermissible text messages combined to 13 then women's basketball prospective student-athletes. Specifically:

a. Between March 28 and May 31, 2012, K. Landers placed and/or sent the following impermissible telephone calls and text messages to then women's basketball prospects:

Prospect's Name	No. of Texts	Date Range of Texts	No. of Calls	Date Range of Calls
Student-Athlete 21	18	March 30 - May 31	0	N/A
Student-Athlete 22	3	March 30 - April 4	0	N/A
Student-Athlete 20	2	March 30 - April 4	1	March 31

Student-Athlete 18	155	March 28 - May 30	51	March 31 - May 23
Student-Athlete 19	2	March 28 - March 30	5	March 29 - April 11
Student-Athlete 23	2	March 30 - April 4	0	N/A
Student-Athlete 24	3	March 30 - April 11	0	N/A
Student-Athlete 25	1	April 21	0	N/A
Student-Athlete 26	3	March 30 - April 4	0	N/A
Student-Athlete 27	3	March 30 - April 10	0	N/A
Student-Athlete 28	2	March 30 - April 4	0	N/A
Student-Athlete 29	2	April 11 - April 27	0	N/A

[NCAA Bylaws 13.1.3.1, 13.1.3.1.4 and 13.4.1.2 (2011-12)]

b. Between March 30 and July 24, 2012, M. Landers placed and/or sent the following impermissible telephone calls and text messages to then women's basketball prospects:

Prospect's Name	No. of Texts	Date Range of Texts	No. of Calls	Date Range of Calls
Student-Athlete 21	24	April 2 - May 9	0	N/A
Student-Athlete 22	7	April 16 - May 9	1	April 3
Student-Athlete 18	12	April 2 - May 9	1	May 14
Student-Athlete 19	2	April 8	0	N/A
Student-Athlete 23	13	April 16 - July 24	0	N/A
Student-Athlete 24	20	March 30 - May 9	0	N/A
Student-Athlete 30	2	March 30 - April 4	0	N/A
Student-Athlete	6	April 8 - April 16	0	N/A

26				
Student-Athlete 27	8	April 16 - May 9	1	March 30
Student-Athlete 28	30	April 2 - May 20	2	April 8
Student-Athlete 29	2	May 9	0	N/A

[NCAA Bylaws 13.1.3.1, 13.1.3.1.4, 13.1.3.4.1 and 13.4.1.2 (2011-12)]

Level of Allegation No. 19:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 19 is a significant breach of conduct (Level II) because the alleged violations (a) provided more than a minimal recruiting advantage, (b) are more serious than a Level III violation and (3) were not isolated or limited. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 19:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 19. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 19 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level II.

20. [NCAA Division I Manual Bylaw 11.1.2.1 (2011-12)]

It is alleged that between May and June 2012, the scope and nature of the violations detailed in Allegation No. 14 demonstrate that Adrian Wiggins (Wiggins), then head women's basketball coach, did not fulfill the NCAA legislated responsibilities of a head coach when he failed to monitor the activities of members of the women's basketball staff.

Specifically, Wiggins failed to monitor the activities of Kenya Landers, then assistant women's basketball coach, and Michael Landers, then women's basketball director of operations, with respect to their involvement in (a) registering then women's basketball prospective student-athlete Student-Athlete 18 in her two online courses and paying for the courses and (b) completing Student-Athlete 18's and then women's basketball prospective student-athlete Student-Athlete 20 's online coursework.

Level of Allegation No. 20:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 20 is a severe breach of conduct (Level I) because the alleged violation involves a head coach responsibility violation resulting from an underlying Level I violation committed by individuals within women's basketball program. [NCAA Bylaws 19.1.1 and 19.1.1-(e) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 20:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 20. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 20 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

Men's and women's track and field and cross country.

OVERVIEW:

The University initiated the investigation into the track and field program in the spring of 2013 after a departing assistant coach, Adam Judge, refused to sign the University's Departing Staff Affidavit form. After his refusal, senior compliance staff arranged to meet with Judge. During this meeting, Judge outlined several potential NCAA violations. In light of the ongoing NCAA investigation, the University immediately informed the enforcement staff.

The University and enforcement staff's joint investigation began with the handful of issues Judge raised, but it later expanded to include additional allegations. While the investigation uncovered enough sufficiently credible information for the University to admit Allegations Nos. 21-24 and 26 in their entirety, much of the information obtained over the course of the investigation was ambiguous or conflicting. In some instances, key witnesses contradicted themselves or were unclear on the underlying events. In others, the University and enforcement staff were forced to weigh one individual's adamant assertions against someone else's equally adamant denial of the same events. With no documentary corroboration for some of the events in question, it is difficult to respond to some of the track and field allegations with a simple "yes" or "no."

That said, the University believes violations occurred. At their worst, however, the violations were the result of a first-time head coach in over his head who hired several inexperienced staff members. Instead, the manner in which the coaches responded to potential violations, both at the time they occurred and during the investigation, turned small issues into larger ones. As a result, the University has replaced every member of the track and

field coaching staff from the time period in which these violations occurred, requesting and receiving former head track and field coach Brian O'Neal's resignation in June of 2015.

RESPONSE TO ALLEGATIONS:

21. [NCAA Division I Manual Bylaws 13.1.1.3 and 13.4.1.2 (2011-12 and 2012-13)][44]

It is alleged that from June 25 to July 11, 2012, Erin Dawson (Dawson), then assistant men's and women's track and field and cross country coach, made impermissible recruiting contact with a women's track and field student-athlete enrolled at another NCAA member institution. Additionally, during the fall of 2012, Lena Bettis (Bettis), then assistant men's and women's track and field coach, made impermissible recruiting contact with a different women's track and field student-athlete enrolled at another NCAA member institution. Specifically:

a. Between June 25 and July 11, 2012, Dawson exchanged eight text messages and five telephone calls with Institution 7 women's track and field student-athlete Student-Athlete 31 for the purpose of recruiting Student-Athlete 31 to the institution. Dawson used a non-institutional cellular telephone to contact Student-Athlete 31. [NCAA Bylaws 13.1.1.3 and 13.4.1.2 (2011-12)]

b. During the fall of 2012, Bettis exchanged between 10 and 20 text messages with Institution 8 women's track and field student athlete Student-Athlete 32 for the purpose of recruiting Student-Athlete 32 to the institution. Bettis used a messaging application that was undetectable by the institution to contact Student-Athlete 32. [NCAA Bylaws 13.1.1.3 and 13.4.1.2 (2012-13)]

Level of Allegation No. 21:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 21 is a significant breach of conduct (Level II) because the alleged violations (a) were intended to provide more than a minimal recruiting advantage, (b) are more serious than Level III violations and (3) are not isolated or limited. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

[44] *This allegation is part of the basis for Allegation No. 27.*

Factual information (FI) on which the enforcement staff relies for Allegation No. 21:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 21. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that the factual information contained in Allegation No. 21 is substantially correct and believes that a violation of NCAA legislation occurred. Based on applicable precedent, however, this violation is more appropriately classified as Level III.

The University reviewed the Bylaw 13.1.1.3 violation reports available on the NCAA's database and specifically identified 13 cases involving facts and circumstances analogous to those alleged here. All of these 13 violations were classified as Level III or secondary:

Year	Case No.	Sport	Level
2013	379785	Men's Tennis	III
2013	384125	Women's Volleyball	Secondary
2013	421385	Football	III
2013	475030	Women's Basketball	III
2014	634171	Women's Basketball	III
2014	664392	Women's Tennis	III
2014	669452	Women's Track	III
2014	726120	Women's Track	III
2014	729278	Men's Water Polo	III
2015	753391	Women's Basketball	IIII
2015	785786	Football	III
2015	823378	Women's Cross Country	III
2015	828066	Women's Soccer	III

Based on this precedent, the University submits that Allegation No. 21 should also be classified as Level III.

22. [NCAA Division I Manual Bylaws 16.11.2.1 and 16.11.2.3-(d) (2012-13)][45]

It is alleged that on August 11, 2012, a then assistant men's and women's track and field coach provided then men's track and field student-athlete Student-Athlete 33 with impermissible transportation from the Location 5 International Airport to the institution (approximately 70 miles).

Level of Allegation No. 22:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 22 is a breach of conduct (Level III) because the alleged violations were isolated or limited and provided no more than a minimal impermissible benefit. [NCAA Bylaw 19.1.3 (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 22:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 22. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 22 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level III.

23. [NCAA Division I Manual Bylaws 13.11.1 and 13.11.2.3 (2012-13)][46]

It is alleged that on approximately eight occasions between September 2012 and January 2013, Erin Dawson (Dawson), then assistant men's and women's track and field and cross country coach, conducted impermissible tryouts of numerous then women's track and field and cross country prospective student-athletes. Specifically, Dawson arranged for numerous prospects to attend official team practices during their official paid visits and observed the prospects as they ran together with then women's cross country student-athletes during the practices.

[45] *This allegation is part of the basis for Allegation No. 27.*

[46] *This allegation is part of the basis for Allegation No. 27.*

Level of Allegation No. 23:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 23 is a significant breach of conduct (Level II) because the alleged violations (a) provided or were intended to provide more than a minimal recruiting or other advantage, (b) are more serious than a Level III violation and (c) are not isolated or limited. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 23:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 23. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 23 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is appropriately classified as Level II.

24. [NCAA Division I Manual Bylaws 13.2.1, 13.7.2.1 and 13.7.2.1.2 (2012-13)][47]

It is alleged that between October 2012 and March 2013, the track and field program provided impermissible recruiting inducements to four then men's track and field prospective student-athletes during unofficial visits. Specifically:

a. On October 12, 2012, then men's track and field prospective student athlete Student-Athlete 34 received complimentary hotel lodging during an unofficial visit when he stayed overnight in the hotel room the institution provided to another then men's track and field prospect who was on an official paid visit. The total monetary value of the lodging Student-Athlete 34 received was approximately $96. [NCAA Bylaws 13.2.1 and 13.7.2.1 (2012-13)]

b. Between February 17 and 18, 2013, then men's track and field prospective student-athlete Student-Athlete 35 received at least two complimentary meals during an unofficial visit. The total monetary value of the meals Student-Athlete 35 received was approximately $30. [NCAA Bylaws 13.2.1and 13.7.2.1.2 (2012-13)]

[47] *This allegation is part of the basis for Allegation No. 27.*

c. *On March 17, 2013, then men's track and field prospective student athletes Student-Athlete 36 and Student-Athlete 37 received complimentary hotel lodging during an unofficial visit when they stayed overnight in the hotel room the institution provided to another then men's track and field prospect who was on an official paid visit. The total monetary value of the hotel lodging Student-Athlete 36 and Student-Athlete 37 received was approximately $43 each. Student-Athlete 36 and Student-Athlete 37 had taken official paid visits to the institution prior to March 17. [NCAA Bylaws 13.2.1 and 13.7.2.1 (2012-13)]*

Level of Allegation No. 24:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 24 is a significant breach of conduct (Level II) because the alleged violations (a) provided or were intended to provide more than a minimal recruiting advantage, (b) provided more than a minimal impermissible benefit, (c) are more serious than a Level III violation and (d) are not isolated or limited. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

Factual information (FI) on which the enforcement staff relies on for Allegation No. 24:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 24. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that the factual information contained in Allegation No. 24 is substantially correct and believes that a violation of NCAA legislation occurred. However, this violation is more appropriately classified as Level III. The benefits in question were of such a low value that none of the involved prospects were or would have been required to go through reinstatement. Further, the University notes that two of the prospects, Student-Athlete 36 and Student-Athlete 37 , had already signed an NLI at the time of the violations, and only one of the prospects, Sherrer, ever enrolled at the University as a student-athlete. Therefore, the University did not gain a recruiting advantage.

25. [NCAA Division I Manual Bylaws 13.1.5.7 and 13.1.5.7.1 (2012-13)][48]

It is alleged that on February 10, 2013, Brian O'Neal (O'Neal), then head men's and women's track and field coach, made off-campus recruiting contact with then women's track and field prospective student-athlete Student-Athlete 38 at Student-Athlete 38 's residence for the purpose of Student-Athlete 38 signing a National Letter of Intent (NLI) with the institution. Additionally, at the conclusion of the in-home visit, O'Neal left Student-Athlete 38's residence with her signed NLI and provided it to the institution.

Level of Allegation No. 25:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 25 is a significant breach of conduct (Level II) because the alleged violation provided or was intended to provide more than a minimal recruiting advantage and is more serious than a Level III violation. [NCAA Bylaws 19.1.2 and 19.1.2-(a) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 25:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 25. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that a violation of Bylaw 13.1.5.7 occurred when O'Neal brought prospective student-athlete Student-Athlete 38's signed NLI back to the University. However, the factual information does not support the related allegation that O'Neal made off-campus recruiting contact with Student-Athlete 38 "for the purpose of" Student-Athlete 38 signing her NLI. Regardless, the University submits that the violation should be classified according to available precedent as Level III.

[48] *This allegation is part of the basis for Allegation No. 27.*

(1) Improper Influence

First, the University submits that, for there to be a violation of Bylaw 13.1.5.7 in the manner alleged, there must be sufficient evidence to conclude that O'Neal either intended to exercise or actually exercised some improper influence over Student-Athlete 38 to induce her to sign the NLI as a part of his visit to her home. The evidence does not support this conclusion. The testimony from witnesses with actual, personal knowledge of his visit to the Student-Athlete 38 home corroborates O'Neal's recollection that he was not present when Student-Athlete 38 signed her NLI. (*E.g.*, FI No. 429, 6/28/13 Interview Transcript of Student-Athlete 38, at 15, 17, and 25; Exhibit 25-1,[49] 5/15/15 Interview Transcript of Family Member 6, at 6; Exhibit 25-2, 7/18/13 Interview Transcript of Family Member 7, at 9.) More importantly, there is no first-hand evidence to establish that O'Neal pressured Student-Athlete 38 to sign her NLI in his presence or while he was on the home visits, which is the primary concern at the root of Bylaw 13.1.5.7. (*See* Exhibit 25-1, 5/15/15 Interview Transcript of Family Member 6, at 5-7; Exhibit 25-2, 7/18/13 Interview Transcript of Family Member 7, at 9 (denying any discussion with O'Neal about Student-Athlete 38 signing the NLI during or after the visit).) Because there is no direct or indirect evidence to establish that Student-Athlete 38 was a victim of improper influence, the University is uncertain how a violation of this Bylaw could be supported.

(2) The Appropriate Classification

Even if the Committee were to find that the violation occurred as alleged, the NCAA has consistently processed infractions involving NLIs as secondary or Level III. Of the seven

[49] O'Neal's counsel conducted supplemental interviews of several witnesses during summer of 2015. With the exception of an interview of then assistant track and field coach Greg Stringer, these interviews were not included on the factual information chart accompanying the Notice. The omitted transcripts referenced in the University's Response are attached as exhibits here.

instances of stand-alone NLI infractions the University was able to locate in the NCAA database,[50] all support a Level III classification:

Year	Case No.	Sport	Level
2013	305525	Women's Volleyball	Legislative Relief Waiver
2013	399425	Softball	Level III
2013	394605	Softball	Secondary
2014	528411	Women's Basketball	Legislative Relief Waiver
2014	641211	Men's Basketball	Level III
2014	715872	Women's Track	Level III
2015	853360	Strength and Conditioning	Level III

Case No. 641211 is an example of why this violation is properly classified as Level III. There, an NLI infraction was classified as Level III despite the fact that a member of the men's basketball coaching staff watched a prospective student-athlete and his mother sign the NLI because the coach's presence was intended to be a standard recruiting visit unassociated with the NLI. The University believes that O'Neal's contact with Student-Athlete 38 is comparable to that violation.

26. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2013-14)]

It is alleged that in February 2014, Erin Dawson (Dawson), then assistant men's and women's track and field coach, violated the NCAA principles of ethical conduct when she knowingly provided false or misleading information to the institution and NCAA enforcement staff regarding her knowledge of and/or involvement in violations of NCAA legislation.

Specifically, during her February 10 and February 20, 2014, interviews with the institution and enforcement staff, Dawson reported that on the occasions in which visiting women's track and field and cross country prospective student-athletes participated in team runs during cross country practice, she purposefully took steps to avoid violating NCAA tryout legislation by (a) separating the prospects from the student-

[50] The University attempted to search under all present and former iterations of the NLI bylaw, including 13.1.6.7, 13.1.5.7 and 13.1.5.8.

athletes before starting the runs to prevent the two groups from running together and (b) placing herself in a position where she could not observe the prospects run.

However, the factual support shows (a) Dawson did not separate the prospects from the student-athletes prior to the runs, (b) the prospects and student-athletes ran together and (c) Dawson observed the prospects as they ran.

Level of Allegation No. 26:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 26 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve individual unethical or dishonest conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 26:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 26. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 26 is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I.

27. [NCAA Division I Manual Bylaw 11.1.2.1 (2011-12 and 2012-13)][51]

It is alleged that between June 2012 and February 2013, Brian O'Neal (O'Neal), then head men's and women's track and field and cross country coach, did not fulfill the NCAA legislated responsibilities of a head coach when he failed to promote an atmosphere of compliance within the men's and women's track and field and cross country program and monitor the activities of a then assistant men's and women's track and field coach. Specifically:

[51] *Division I Proposal 2012-15 was adopted and made effective October 30, 2012, and specified that a head coach is presumed responsible for the actions of all assistant coaches and administrators who report, directly or indirectly, to him or her. Consequently, the violations detailed in Allegation Nos. 21 and 23 through 25 that occurred on or after October 30, 2012, are presumptively O'Neal's responsibility and have been analyzed according to this standard.*

Regarding O'Neal failing to promote an atmosphere of compliance:

(1) O'Neal was aware that Erin Dawson (Dawson), then assistant women's track and field and cross country coach, was engaged in impermissible recruiting contact with Institution 7 women's track and field student-athlete Student-Athlete 31 as detailed in Allegation No. 21, and he failed to report the matter to the Institution.

Additionally, O'Neal was aware of and/or encouraged Lena Bettis, then assistant women's track and field coach, to engage in impermissible recruiting contact with Institution 8 women's track and field student-athlete Student-Athlete 32 as detailed in Allegation No. 21. [NCAA Bylaw 11.1.2.1 (2011-12 and 2012-13)]

(2) O'Neal approved for a then assistant men's track and field coach to provide the impermissible transportation to then men's track and field student-athlete Student-Athlete 33 as detailed in Allegation No. 22. [NCAA Bylaw 11.1.2.1 (2012-13)]

(3) O'Neal made off-campus recruiting contact with then women's track and field prospective student-athlete Student-Athlete 38 for the purpose of Student-Athlete 38 signing a National Letter of Intent (NLI) with the institution, as detailed in Allegation No. 25.

Additionally, O'Neal provided Student-Athlete 38's signed NLI to the institution. [NCAA Bylaw 11.1.2.1 (2012-13)]

b. Regarding O'Neal failing to monitor:

(1) O'Neal failed to monitor that Dawson was conducting impermissible tryouts of numerous then women's track and field and cross country prospective student-athletes, as detailed in Allegation No. 23. [NCAA Bylaw 11.1.2.1 (2012-13)]

(2) O'Neal failed to monitor the track and field program's provision of impermissible hotel lodging and/or meals to then men's track and field prospective student-athletes during unofficial visits, as detailed in Allegation No. 24. [NCAA Bylaw 11.1.2.1 (2012-13)]

Level of Allegation No. 27:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 27 is a significant breach of conduct (Level II) because the alleged violations involve a head coach responsibility violation resulting from underlying Level II violations by individuals within the men's and women's track and field and cross country program and are more serious than a Level III violation. [NCAA Bylaws 19.1.2, 19.1.2-(a) and 19.1.2-(e) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 27:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 27. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees O'Neal violated Bylaw 11.1.2.1 as alleged by failing to promote an atmosphere of compliance as described in Allegation 27-(a)(1) and by failing to monitor his assistant coaches as described in Allegation No. 27-(b). However, the University does not agree that Allegations Nos. 27-(a)(2) and 27-(a)(3) support the allegation against O'Neal.

The University admitted in response to Allegation No. 23 that Judge gave impermissible transportation to Student-Athlete 33, but O'Neal's role in that violation is far from clear. Allegation No. 27-(a)(2) is based on a swearing match between O'Neal and Judge. Judge asserts that O'Neal instructed him to transport Student-Athlete 33 from the Location 5 airport to the University's campus. O'Neal denies he instructed Judge to provide transportation to Student-Athlete 33 and claims he told Judge not to do so. Telephone records show the two spoke shortly before the violation occurred, but there are no independent witnesses who can confirm the content of their conversation. More recent information, however, tends to support O'Neal's version of events.

In particular, Student-Athlete 33 testified that Judge agreed to give him a ride during their initial conversation, which took place before Judge ever spoke with O'Neal. (Exhibit 27-1,

6/19/15 Interview Transcript of Student-Athlete 33, at 11-12.) This information undercuts Judge's assertion that he was merely following O'Neal's instructions when he agreed to drive Student-Athlete 33 back to campus. Further, former assistant track and field coach Greg Stringer recalled a conversation with O'Neal on the date of the violation in which O'Neal reported that he told Judge the ride would be impermissible. (FI No. 430, 5/20/15 Interview Transcript of Greg Stringer, at 16-18.) Finally, former director of operations Basil Wetherington remembered a dispute several months after the ride in question during which Judge requested that Wetherington provide transportation to two other student-athletes who found themselves in a predicament similar to Student-Athlete 33's. (Exhibit 27-2, 5/15/15 Interview Transcript of Basil Wetherington, at 21-22.) According to Wetherington, O'Neal overheard Wetherington and Judge arguing and stepped in to say that Judge knew what he was requesting was impermissible based upon a prior conversation, which Wetherington understood to be a reference to O'Neal telling Judge that he could not provide transportation to Student-Athlete 33. (*Id.*) Because the majority of this evidence corroborates O'Neal's version, the University does not believe the allegation is supported by the weight of the evidence.

Regarding Allegation No. 27-(a)(3), it is undisputed that O'Neal committed a violation by returning Student-Athlete 38 's signed NLI to the University following his home visit. But for the reasons described in its response to Allegation No. 25, the University does not believe the available information supports a finding that O'Neal went to Student-Athlete 38's for the purpose of having her sign an NLI during the visit. The University contends that the act of returning to campus with Student-Athlete 38's signed NLI is insufficient to support an allegation of failure to promote an atmosphere of compliance.

28. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13 and 2013-14)]

It is alleged that on July 10 and December 12, 2013, Brian O'Neal (O'Neal), then head men's and women's track and field and cross country coach, violated the NCAA principles of ethical conduct when he knowingly provided the institution and NCAA enforcement staff false or misleading information regarding his knowledge of and/or involvement in violations of NCAA legislation. Specifically:

a. *During his July 10 and December 12, 2013, interviews with the institution and enforcement staff, O'Neal denied knowledge of and/or involvement in Erin Dawson (Dawson) and Lena Bettis (Bettis), then assistant men's and women's track and field coaches, making impermissible recruiting contact with Institution 7 women's track and field student-athlete Student-Athlete 31 and Institution 8 women's track and field student-athlete Student-Athlete 32, respectively. However, the factual support for Allegation No. 21 shows that O'Neal knew of Dawson's impermissible recruiting contact with Student-Athlete 31 and that he knew of and/or encouraged Bettis to make impermissible recruiting contact with Student-Athlete 32. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13 and 2013-14)]*

b. *During his July 10 interview, O'Neal denied that he approved for a then assistant men's and women's track and field coach to provide impermissible transportation to then men's track and field student-athlete Student-Athlete 33. However, the factual support for Allegation No. 22 shows that O'Neal approved at the time for the then assistant coach to provide Student-Athlete 33 with the impermissible transportation. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]*

c. *During his July 10 interview, O'Neal denied that he made off-campus recruiting contact with then women's track and field prospective student athlete Student-Athlete 38 for the purpose of Student-Athlete 38 signing a National Letter of Intent with the institution. However, the factual support for Allegation No. 25 shows that O'Neal made the off-campus contact with Student-Athlete 38 for that purpose. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(d) (2012-13)]*

Level of Allegation No. 28:

The NCAA enforcement staff believes a hearing panel of the NCAA Division I Committee on Infractions could conclude that Allegation No. 28 is a severe breach of conduct (Level I) because the alleged violations seriously undermine or threaten the integrity of the NCAA Collegiate Model and involve individual unethical or dishonest conduct. [NCAA Bylaws 19.1.1 and 19.1.1-(d) (2015-16)]

Factual information (FI) on which the enforcement staff relies for Allegation No. 28:

The attached exhibits detail the factual information on which the enforcement staff relies for Allegation No. 28. The enforcement staff incorporates the factual information referenced throughout this document, its exhibits and all other documents posted on the secure website.

RESPONSE:

The University agrees that (1) the factual information contained in Allegation No. 28-(a) is substantially correct, (2) a violation of NCAA legislation occurred, and (3) the violation is classified appropriately as Level I. The University does not agree with the violations alleged in Allegations Nos. 28-(b) and 28-(c), however, for the reasons described in its responses to Allegations No. 25 and 27.

As for Allegation No. 28-(b), the University believes insufficient evidence exists to conclude that O'Neal instructed Judge to provide impermissible transportation to Student-Athlete 33. For this reason, the evidence does not support a finding that O'Neal lied in denying the accusation.

As for Allegation No. 28-(c), the University does not believe that sufficient evidence exists to conclude that O'Neal lied about the purpose of his home visit, as the ultimate purpose of every recruiting visit is to make it more likely the prospect will sign an NLI at the appropriate time. Moreover, the Student-Athlete 38 family's description of the visit is consistent with O'Neal's statements regarding his lack of involvement in Student-Athlete 38's decision to sign her NLI.

C. Potential Aggravating and Mitigating Factors.

Pursuant to NCAA Bylaw 19.7.1, the NCAA enforcement staff has identified the following potential aggravating and mitigating factors that the hearing panel may consider.

1. ***Institution:***

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Multiple Level I and Level II violations by the institution or involved individuals. [NCAA Bylaws 19.9.3-(a) and 19.9.3-(g) (2015-16)]

The violations referenced in Allegation Nos. 1 through 4, 6, 8, 10 through 21 and 23 through 28 have been identified by the enforcement staff to be Level I or Level II violations.

(2) One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i) (2015-16)]

The violations detailed in Allegation No. 1 resulted in football student-athletes Student-Athlete 1 and Student-Athlete 2 being declared ineligible and withheld from nine football contests combined.

The violations detailed in Allegation No. 14 resulted in the institution declaring then women's basketball student-athletes Student-Athlete 20 and Student-Athlete 18 ineligible, which facilitated their withdrawal from the institution. Additionally, the violations inhibited Student-Athlete 20's and Student-Athlete 18 's sability to find athletics opportunities at other institutions.

(3) A pattern of noncompliance within the sport programs involved. [NCAA Bylaw 19.9.3-(k) (2015-16)]

The violations detailed in Allegation Nos. 1 through 13 involve eight Level I and two Level II violations. These alleged violations occurred over a four-year time period and involve two different coaching staffs. Additionally, these alleged violations involve unethical conduct, fraudulence in connection with college entrance exams, substantial or extensive recruiting inducements and extra benefits and impermissible conduct by representatives of the institution's athletics interests.

The violations detailed in Allegation Nos. 14 and 19 began in May 2012, shortly after the institution hired Kenya Landers (K. Landers), former assistant women's basketball coach, and Michael Landers (M. Landers), former women's basketball director of operations, and they continued until the termination of K. Landers' and M. Landers' employment in October 2012. Therefore, there was not a period of time during K. Landers' and M. Landers' employment at the institution in which they conducted themselves in a compliant manner.

The violations detailed in Allegation Nos. 21 through 25 occurred over several months between the summer of 2012 and spring of 2013.

b. Mitigating factors. [NCAA Bylaw 19.9.4 (2015-16)]

(1) Prompt self-detection and self-disclosure of the violations. [NCAA Bylaw 19.9.4-(a) (2015-16)]

The institution self-detected the violations detailed in Allegation Nos. 6, 8 and 9 and promptly reported them to the enforcement staff.

(2) *Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [NCAA Bylaw 19.9.4-(b) (2015-16)]*

The institution promptly acknowledged several violations in this investigation, accepted responsibility and imposed meaningful corrective measures, including termination of certain involved individuals, disassociation of a representative of its athletics interests, imposition of probation and a postseason ban in women's basketball, restricting coaches' recruiting activities and improving its athletics compliance rules education and monitoring systems.

(3) Affirmative steps to expedite final resolution of the matter. [NCAA Bylaw 19.9.4-(c) (2015-16)]

The institution was actively engaged in this investigation and provided the enforcement staff with valuable assistance, which helped expedite the final resolution of this matter.

Regarding the violations detailed in Allegation No. 1, the institution identified documents and other information of which the enforcement staff was not aware that were essential in uncovering the violations involving the provision of impermissible loaner vehicles to two football student-athletes.

Regarding the violations detailed in Allegation No. 14, the institution identified documents and other information of which the enforcement staff was not aware that were essential in uncovering the violations of arranging fraudulent academic credit.

During the investigation, the institution learned of potential violations in its men's and women's track and field and cross country program and promptly notified the enforcement staff of the issues.

(4) An established history of self-reporting Level III or secondary violations. [NCAA Bylaw 19.9.4-(d) (2015-16)]

From the 2010-11 through 2014-15 academic years, the institution reported 164 secondary/Level III violations to the enforcement staff.

RESPONSE TO AGGRAVATING AND MITIGATING FACTORS:

Bylaw 19.9.2 establishes that in prescribing penalties, the Committee must examine the applicable aggravating and mitigating factors for each party. With respect to the University, the enforcement staff has included three aggravating factors and four mitigating factors in this Notice. In the majority of cases where mitigating factors have outnumbered aggravating factors, the case has been classified as mitigated. However, the University is cognizant that the appropriate analysis entails more than simply counting the aggravating and mitigating factors; instead, each of the factors must be independently weighed. The University submits the mitigating factors also outweigh the aggravating factors in this case, particularly when the Committee considers the University's exemplary cooperation and its systems of compliance.

The dominance of mitigating factors calls for the case to be classified as Level I - Mitigated for the purpose of imposing core penalties as to the University.

(1) Aggravating Factors

The University agrees that the hearing panel should consider the aggravating factors set out above. However, the University submits that one of the aggravating factors – multiple Level I violations (Bylaw 19.9.3-(a)) – should be afforded lesser weight on these facts.

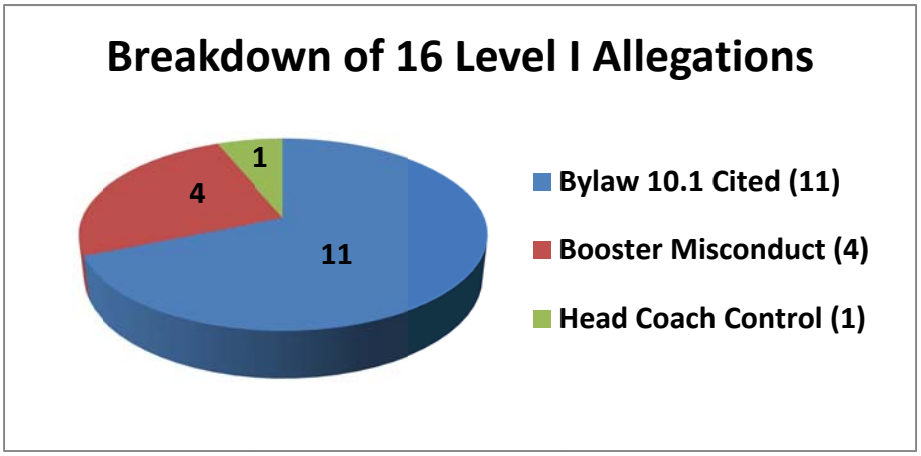
While the University acknowledges that it is accountable for its employees' underlying violations, the Committee has recently recognized that aggravating and mitigating factors are party-specific and should be primarily attributed to the culpable party. (*See generally* Exhibit C-1, *University of Coastal Carolina* (September 1, 2015); Exhibit IN-1, *University of Southern Mississippi* (April 8, 2016).) Specifically, the Committee has recognized that Bylaw 10.1 violations are not automatically attributed to the institution in the penalty analysis, but are instead attributed to the party who is directly at fault. (*See* Exhibit C-2, *Southeastern Louisiana University* (April 9, 2015), at 20-25 (holding coach accountable for Level I violation under Bylaw 10.1 while classifying the institution as Level II – Standard in assessing penalties); Exhibit C-3, *St. Peter's University* (February 2, 2016), at 7 (same).)

Here, the majority of Level I violations flow from two isolated and short-lived episodes of intentional misconduct that were actively concealed, both at the time of the underlying acts and during the investigation: (1) the Saunders violations that occurred in the summer of 2010 (Allegations Nos. 10-13); and (2) the Landerses violations that occurred between March and

July 2012 (Allegations Nos. 14-18 and 20).[52] Emphasizing the personal nature of the violations, nine of these 10 violations cite Bylaw 10.1.[53]

The two Level I allegations in track and field (Allegations Nos. 26 and 28) also include citations to Bylaw 10.1 and are based upon unethical conduct during interviews the University and enforcement staff conducted while investigating the underlying violations. If not for the unethical conduct allegations, track and field would not have any Level I violations.

The four remaining Level I allegations, all in football, were committed by boosters acting contrary to rules education provided to them by the University (Allegations Nos. 1, 3-4, and 8).



As demonstrated above, despite the number of Level I allegations, this is simply not a case where an institution has turned a blind eye to compliance. This fact is supported by the University's discovery and reporting of information that led to most of the allegations in the Notice. The University has been and remains diligent about its compliance systems, rules

[52] Saunders worked at the University for about nine months, and the University fired the Landerses just over six months into their tenure.

[53] The other Level I allegation is against former head women's basketball coach Adrian Wiggins (Allegation No. 20). While it does not cite Bylaw 10.1, Allegation No. 20 is wholly based on the Landerses' intentional misconduct. But for the Landerses, Wiggins likely would not face any allegations. In addition, Allegation No. 19, a Level II violation, also flows from the Landerses' intentional acts.

education, and enforcement. Accordingly, in light of prior precedent, the University requests that the Committee consider the large percentage of Level I violations based on individual and not institutional misconduct when weighing the Bylaw 19.9.3-(a) aggravating factor.[54]

(2) Mitigating Factors

In addition to the mitigating factors identified by the enforcement staff, the University submits that the Committee should consider two additional mitigating factors: exemplary cooperation and the implementation of a system of compliance methods designed to ensure rules compliance.

(A) Exemplary Cooperation – Bylaw 19.9.4-(f)[55]

In *Southeastern Louisiana University* (April 9, 2015), attached as Exhibit C-2, the Committee suggested that an institution's internal efforts to discover, develop, and self-report violations serves as the genesis for exemplary cooperation. The Committee has also focused in other decisions on the expenditure of substantial resources during the investigation, particularly where institutional leaders are actively involved in the case, and when the institution identified helpful information – whether testimony or documents – of which the enforcement staff was unaware. The University has satisfied each of these three requirements.

(i) The Institution's Efforts to Discover and Develop Violations

This investigation has never been one where the University occupied a secondary, supporting, or reactive role, simply assisting the enforcement staff in gathering information

[54] In any event, the University is not responsible for the unethical conduct of former staff members David Saunders and Chris Vaughn committed while they were not employed by the University (Allegations Nos. 12-13.)

[55] The University believes that the same factors that support a finding of exemplary cooperation should also be considered under Bylaw 19.9.4-(h), "Other facts warranting a lower penalty range."

after the staff approached the University with potential violations. Indeed, the University's strong and decisive actions led to the discovery of the majority of the allegations in the Notice, including all of the women's basketball (Allegations Nos. 14-20), all of the track and field allegations (Allegations Nos. 21-28), and several of the football allegations (Allegations Nos. 1-(b), 1-(c), 2, 6, 8, and 9).

The fact that, in several instances, the University reported its discovery of potential violations to the enforcement staff and then worked jointly to investigate the facts – rather than investigating allegations on its own first and then sharing its conclusions with the staff – should not harm the University in the exemplary cooperation analysis. To do so would incentivize institutions to investigate issues completely on their own before sharing information with the enforcement staff to strengthen their argument for exemplary cooperation.

A chronological review of the University's efforts over the course of this investigation demonstrates how the University's cooperation over the past 44 months was exemplary.

(a) Women's Basketball

Although the SEC initially alerted the University to potential violations in women's basketball, it was the University's quick and creative investigative tactics and aggressive pursuit of the truth in the initial days of the investigation that led to the discovery of the serious academic fraud, unethical conduct, and impermissible contact violations in Allegations Nos. 14-19 of the Notice. Had the University moved at a more deliberate pace, or been less decisive in acting to preserve electronic data, or waited for the enforcement staff to get up to speed, critical evidence would have been lost and violations may not have been substantiated or

discovered. At the time above, the enforcement staff praised the University for these efforts, describing them as "amazing" and deserving of recognition.

When the University realized the potential seriousness of the violations and suspected that members of the coaching staff were actively attempting to destroy crucial evidence, it updated the enforcement staff and asked permission to proceed with the investigation on its own. The enforcement staff agreed and turned the University loose. By the time the staff participated in interviews, the investigation was nearly complete and the violations largely established.

Over the course of approximately two weeks, the University discovered, preserved, or recovered critical documents, located and interviewed the key witnesses, and provided all of that information to the enforcement staff. The University also went to great effort to track down documents from third parties to confront its former employees, forcing them to admit their misconduct. By the end of the third week, the University had completed the investigation, terminated an assistant coach and the director of operations, declared two student-athletes ineligible and dismissed them from the team, placed the head coach on administrative leave, and self-imposed a post-season ban. These efforts and actions demonstrate that the University went well beyond the issues initially raised by the SEC to identify, investigate, and substantiate violations of NCAA legislation.

(b) Football

The University also exhibited exemplary cooperation when it discovered potential violations in football and promptly reported them to the enforcement staff. As the Notice makes clear, the University initially discovered the violations described in Allegations Nos. 6, 8,

and 9, conducted initial interviews that confirmed those violations, gathered relevant documents, and shared all of that information with the enforcement staff. In particular, the University discovered and investigated the information that led to Allegation No. 8 during an analysis of social media following a January 2013 football recruiting weekend. The University interviewed coaches and the involved booster right away. During that investigation, the University developed the information that led to Allegations Nos. 6 and 9. The University performed an exhaustive analysis of its internal documents related to unofficial and official visits, conducted e-mail searches, gathered available text messages, and moved quickly to interview key witnesses. The University shared this information with the enforcement staff, which then participated in additional interviews after many of the violations were established.

The University is also responsible for discovering and reporting information that serves as the basis for Allegations Nos. 1-(b) and 1-(c) (and indirectly for Allegation No. 2). Specifically, it was the University's continued efforts at locating relevant documents that identified Student-Athlete 1's second and third loaner cars. The University's monitoring program also led to the discovery of Student-Athlete 2's loaner car. The University knew when it discovered and self-reported these issues that they raised significant rules violations and eligibility issues, yet it promptly reported this information to the enforcement staff.

With regard to the remaining allegations involving the football program, the University cooperated fully with the enforcement staff and shared responsibility for developing all aspects of the case. The University added value and proposed and pursued investigative strategies at every stage of the investigation.

(c) Track and Field

In May 2013, the University learned of potential violations in the track and field program when the compliance office conducted an exit interview of a departing assistant coach. The University acted purposefully to obtain information from the assistant coach, who initially was reluctant to discuss the issues. Given the pending issues in other sports, the University shared the information with the enforcement staff immediately rather than conduct independent interviews to determine whether violations occurred. As with the other sports, the University worked hand-in-hand with the enforcement staff in thoroughly investigating the track and field program over nearly a year. The University should also be credited with discovering, disclosing, and jointly investigating these violations.

(ii) Expenditure of Substantial Resources

An institution's participation in an extraordinary number of interviews or the collection, analysis, and review of thousands of documents should be considered in determining exemplary cooperation. (*See* Exhibit C-4, *Oklahoma State University* (April 24, 2015), at 2-3.) Under any reasonable analysis, the University satisfies this test. The University received the Notice of Inquiry in the fall of 2012, and the resulting inquiry has involved more than 265 recorded interviews of staff, coaches, student-athletes, boosters, family members and others. More than ten thousand pages of documents have been gathered (in some instances preserved or recovered), analyzed, and shared with the enforcement staff.

Similarly, an institution's expenditure of resources in conducting an investigation – whether money or man-hours – has been favorably considered in awarding exemplary cooperation. (Exhibit IN-1, *University of Louisiana Lafayette* (January 12, 2016), at 21.) Again,

the University clearly satisfies this factor. When the University was first alerted of potential violations in its women's basketball program, it immediately hired outside counsel with expertise in NCAA compliance matters to lead the investigation. In addition, general counsel Lee Tyner directed and participated personally in every phase of the investigation, devoting countless hours in addition to his regular duties to interviews, document searches, and conferences with the enforcement staff. Athletics director Ross Bjork has equally been directly and intimately involved at every step, seeking out and developing information needed to make key decisions, including self-imposed penalties, corrective measures, and personnel and disciplinary matters. The University's compliance office (including head of compliance Matt Ball and associate athletics director for compliance Julie Owen) has also spent a tremendous amount of time assisting in the investigation, gathering and reviewing documents, arranging interviews, identifying issues, and developing and improving internal monitoring and rules education programs. The Chancellor and former Chancellor have also been actively involved in the University's investigation and decision-making. The number of work-hours these individuals devoted to driving this investigation forward to completion has been extraordinary. The same is true of the University's dedication of financial resources; in fact, the University will have spent nearly $1,500,000.00 in legal fees by the time it appears before the Committee. That sum excludes the costs associated with the University's investment in an outside compliance audit, which will be conducted during the summer of 2016.

(iii) Identification of Helpful Information of Which the Staff Was Not Aware.

While the University cooperated fully every step of the way with regard to those issues that the enforcement staff brought to its attention, in multiple instances the University

discovered additional violations through its own efforts. As outlined above, one critical example is the loaner cars provided to Student-Athlete 1 and Student-Athlete 2 during the spring and summer of 2015. Absent the University's efforts, these violations may not have been discovered.

A second critical example was the University's work in women's basketball. Kenya and Michael Landers deleted key e-mails, documents, and text messages as part of their efforts to conceal their deliberate NCAA violations. The University was responsible for the preservation or recovery of many of the previously deleted e-mails, documents, and text messages from the Landerses' computers and devices and the e-mail accounts of the student-athletes, all of which confirmed their improper completion of online coursework for student-athletes. This information, secured in part through the University's immediate involvement of its information technology department and research on ways to recover deleted e-mails, was critical in proving the academic fraud, unethical conduct, and other violations included in the Notice as Allegations Nos. 14-20.

* * *

It is difficult to imagine how the University could have cooperated more fully over the past 44 months. What started as a very effective three-week investigation of women's basketball has turned into a process that will span four years before this Committee issues its report. The University has admitted violations when they occurred and accepted responsibility for them (as the staff has noted). The University's insistence on going the extra mile since September 2012 should be recognized as exemplary cooperation.

(B) Implementation of a System of Compliance Methods – Bylaw 19.9.4-(e)

A change in compliance office leadership occurred in April 2011, after some of the violations alleged in this Notice had already occurred. Once in place, this staff created or modified a substantial number of programs to improve and/or enhance the University's rules education and compliance methods. A comprehensive, contemporaneous listing of these improvements and enhancements is attached as Exhibit C-5. These programs significantly improved the University's institutional monitoring and rules education. The University's compliance staff also set in action various processes that improved the University's ability to prevent or detect and report violations as they occurred. Further, as new issues were brought to the University's attention during the course of this investigation, the compliance staff made additional improvements or corrections to these programs to address areas of concern.

For example, in August 2011, the compliance office began transitioning the responsibility for evaluating initial eligibility to its office, utilizing the University's ACS database, making it easier for the staff to identify potential academic issues in a timely fashion. In November 2011, the compliance office also began a monthly newsletter, The Rebel Connection, to help in booster education. Further, in February 2012, the University upgraded its new employee orientation and rules education program. As referenced earlier in this Response, the University developed a vehicle monitoring program beginning in March 2012 that has been modified and enhanced over time. A year later, in February 2013, the compliance staff created a bi-weekly timeline planning and goals meeting to assist coaches in identifying initial eligibility concerns for incoming signees in a timely manner. In May 2013, the staff also instituted a "high

profile" student-athlete monitoring program to provide additional education and monitoring for selected individuals.

In addition to improving its compliance systems, the University has continued providing additional resources to enhance the compliance office. During the summer of 2011, the University added an Associate Athletics Director for Compliance to assist in day-to-day operations and enhance education programming. In spring of 2012, the University converted a Compliance Coordinator position into an Assistant Director for Compliance to increase professional experience. Additionally, in the summer of 2012, the University converted an administrative position into a Compliance Coordinator position, dedicating a full-time staff member to initial eligibility. In late summer of 2014, the University reclassified its Compliance Coordinator positions into Assistant Director for Compliance positions and added a new Compliance Coordinator position devoted to monitoring efforts. Finally, in the summer of 2015, an additional Assistant Director of Compliance position was created and filled. These structural changes resulted in the University's compliance office growing from three staff members (one Senior Associate Athletics Director and two Compliance Coordinators) to seven full-time compliance employees (one Senior Associate Athletics Director, an Associate Athletics Director, four Assistant Athletics Directors, and a Compliance Coordinator). The University has also taken action through its standing Committee on Institutional Compliance, chaired by the Faculty Athletics Representative, to review the compliance program to identify opportunities for improvement and recommend changes.

Finally, the current compliance staff has encouraged and developed a culture of compliance throughout the University's entire athletics program, with shared responsibilities

among athletics department staff and or other institutional personnel. An example of this enhanced compliance culture is the Head Coach Control manual, attached as Exhibit C-6, which was distributed to all head coaches during the spring 2013 term, after the violations in women's basketball were discovered, investigated, and reported to the enforcement staff. As the manual emphasizes, all coaches are expected to participate in a comprehensive compliance program, including implementing communication, monitoring, and documentation plans to ensure that the University's head athletics coaches are effectively communicating the University's compliance expectations to all staff members. In the University's experience, this manual had the desired result of increasing the emphasis placed on preventing and reporting compliance issues in each of its sports, a fact demonstrated by the University's history of Level III and secondary reporting as acknowledged by the enforcement staff.

In sum, the new systems put in place by the current compliance staff are effective and promote rules compliance and institutional and head coach control standards. The University's efforts compare favorably to other institutions that have received this mitigating factor, including *University of Arkansas at Pine Bluff* (November 5, 2014), attached as C-7, in which the Committee cited this factor in a summary disposition report.

2. ***Involved party [Maurice Harris (Harris), assistant football coach]:***

a. Aggravating factor(s). [NCAA Division I Manual Bylaw 19.9.3 (2015-16)]

The enforcement staff has not identified any aggravating factors applicable to Harris.

b. Mitigating factor(s). [NCAA Division I Manual Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to Harris.

3. ***Involved party Chris Kiffin (Kiffin), assistant football coach]:***

   a. *Aggravating factor(s). [NCAA Division I Manual Bylaw 19.9.3 (2015-16)]*

      The enforcement staff has not identified any aggravating factors applicable to Kiffin.

   b. *Mitigating factor(s). [NCAA Division I Manual Bylaw 19.9.4 (2015-16)]*

      The enforcement staff has not identified any mitigating factors applicable to Kiffin.

4. ***Involved party [Derrick Nix (Nix), assistant football coach]:***

   a. *Aggravating factor(s). [NCAA Bylaw 19.9.3 (2015-16)]*

      The enforcement staff has not identified any aggravating factors applicable to Nix.

   b. *Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]*

      The enforcement staff has not identified any mitigating factors applicable to Nix.

5. ***Involved party [David Saunders (Saunders), former administrative operations coordinator for football]:***

   a. *Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]*

      (1) *Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]*

      The violations detailed in Allegation Nos. 10, 11 and 13 have been identified by the enforcement staff to be Level I violations in which Saunders had direct knowledge and/or involvement.

      (2) *Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]*

      The violations detailed in Allegation Nos. 10, 11 and 13 involve violations of the NCAA principles of ethical conduct.

(3) Violations were premeditated, deliberate or committed after substantial planning. [NCAA Bylaw 19.9.3-(f) (2015-16)]

As detailed in Allegation No. 10, Saunders knowingly participated in an exam fraud scheme that involved three then football prospective student-athletes taking the June 2010 ACT exam in Waynesboro, Mississippi, including arranging for the then ACT testing supervisor to complete and/or alter the prospects' answer sheets in such a manner that they received fraudulent scores. Additionally, as detailed in Allegation No. 11, Saunders arranged for the provision of lodging, meals and/or transportation for six then football prospects during the summer of 2010. Saunders' actions required premeditation, deliberation and/or substantial planning.

(4) Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m) (2015-16)]

The violations detailed in Allegation No. 10 involve fraudulence or misconduct in connection with the ACT exams of three then football prospects, conduct that is antithetical to the NCAA constitution and bylaws.

b. Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to Saunders.

6. ***Involved party [Chris Vaughn (Vaughn), former assistant football coach]:***

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]

The violations detailed in Allegation Nos. 10, 11 and 12 have been identified by the enforcement staff to be Level I violations in which Vaughn had direct knowledge and/or involvement.

(2) Unethical conduct and compromising the integrity of an investigation. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in Allegation Nos. 10, 11 and 12 involve violations of the NCAA principles of ethical conduct. Additionally,

Allegation No. 12 involves conduct that compromised the integrity of the enforcement staff's investigation in violation of the NCAA cooperative principle.

(3) Violations were premeditated, deliberate or committed after substantial planning. [NCAA Bylaw 19.9.3-(f) (2015-16)]

As detailed in Allegation No. 10, Vaughn knowingly participated in an exam fraud scheme that involved three then football prospective student-athletes taking the June 2010 ACT exam in Waynesboro, Mississippi. Additionally, as detailed in Allegation No. 11, Vaughn arranged for the provision of lodging, meals and/or transportation for five then football prospects during the summer of 2010. Vaughn's actions required premeditation, deliberation and/or substantial planning.

(4) Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m) (2015-16)]

The violations detailed in Allegation No. 10 involve fraudulence or misconduct in connection with the ACT exams of three then football prospects, conduct that is antithetical to the NCAA constitution and bylaws. Therefore, the enforcement staff has identified this potential aggravating factor.

b. Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to Vaughn.

7. Involved party [Student-Athlete 20, former women's basketball student-athlete]

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]

The violations detailed in Allegation Nos. 14 and 18 have been identified by the enforcement staff to be Level I violations in which Student-Athlete 20 had direct knowledge and/or involvement.

(2) Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in Allegation Nos. 14 and 18 involve violations of the NCAA principles of ethical conduct.

b. Mitigating factor. [NCAA Bylaw 19.9.4 (2015-16)]

Other facts warranting a lower penalty range. [NCAA Bylaw 19.9.4-(h) (2015-16)]

Student-Athlete 20 admitted to committing the violations detailed in Allegation Nos. 14 and 18 during her final interview with the institution and enforcement staff. Her admissions further substantiated the violations detailed in Allegation No. 14. Additionally, the enforcement staff believes the factual information shows that K. Landers and M. Landers used their position to influence Student-Athlete 20 to participate in their scheme.

8. ***Involved party Student-Athlete 18, former women's basketball student-athlete]***

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]

The violations detailed in Allegation Nos. 14 and 17 have been identified by the enforcement staff to be Level I violations in which Student-Athlete 18 had direct knowledge and/or involvement.

(2) Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in Allegation Nos. 14 and 17 involve violations of the NCAA principles of ethical conduct.

b. Mitigating factor. [NCAA Bylaw 19.9.4 (2015-16)]

Other facts warranting a lower penalty range. [NCAA Bylaw 19.9.4-(h) (2015-16)]

Student-Athlete 18 admitted to committing the violations detailed in Allegation Nos. 14 and 17 during her final interview with the institution and enforcement staff. Her admissions further substantiated the violations detailed in Allegation No. 14. Additionally, the enforcement staff believes the factual information shows that K. Landers and M.

Landers used their position to influence Student-Athlete 18 to participate in their scheme.

9. ***Involved party [K. Landers]:***

a. *Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]*

(1) *Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]*

The violations detailed in Allegation Nos. 14 and 15 have been identified by the enforcement staff to be Level I violations in which K. Landers had direct knowledge and involvement.

(2) *Obstructing an investigation or attempting to conceal the violations. [NCAA Bylaw 19.9.3-(d) (2015-16)]*

As detailed in Allegation No. 15, K. Landers obstructed the enforcement staff's investigation into, as well as attempted to conceal her knowledge of and involvement in, the violations detailed in Allegation No. 14.

(3) *Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]*

The violations detailed in Allegation Nos. 14 and 15 involve violations of the NCAA principles of ethical conduct.

(4) *Violations were premeditated, deliberate or committed after substantial planning. [NCAA Bylaw 19.9.3-(f) (2015-16)]*

As detailed in Allegation No. 14, K. Landers constructed a plan to arrange fraudulent academic credit for Student-Athlete 20 and Student-Athlete 18 and deliberately involved Student-Athlete 20 and Student-Athlete 18 in this scheme.

(5) *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i) (2015-16)]*

The violations detailed in Allegation No. 14 resulted in the institution declaring Student-Athlete 20 and Student-Athlete 18 ineligible, which facilitated their withdrawal from the institution. Additionally, the violations inhibited Student-Athlete 20 and

Student-Athlete 18 from finding athletics opportunities at other institutions.

(6) Intentional, willful and blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m) (2015-16)]

The violations detailed in Allegation Nos. 14 and 15 involve arranging fraudulent academic credit, unethical conduct and compromising the integrity of the enforcement staff's investigation. These alleged violations are all antithetical to the NCAA constitution and bylaws.

b. Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to K. Landers.

10. ***Involved party [M. Landers]:***

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Multiple Level I violations by the institution or involved individuals. [NCAA Bylaw 19.9.3-(a) (2015-16)]

The violations detailed in Allegation Nos. 14 and 16 have been identified by the enforcement staff to be Level I violations in which M. Landers had direct knowledge and involvement.

(2) Obstructing an investigation or attempting to conceal the violations. [NCAA Bylaw 19.9.3-(d) (2015-16)]

As detailed in Allegation No. 16, M. Landers obstructed the enforcement staff's investigation into, as well as attempted to conceal his knowledge of and involvement in, the violations detailed in Allegation No. 14.

(3) Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in Allegation Nos. 14 and 16 involve violations of the NCAA principles of ethical conduct.

(4) Violations were premeditated, deliberate or committed after substantial planning. [NCAA Bylaw 19.9.3-(f) (2015-16)]

As detailed in Allegation No. 14, M. Landers constructed a plan to arrange fraudulent academic credit for Student-Athlete 20 and Student-Athlete 18 and deliberately involved Student-Athlete 20 and Student-Athlete 18 in this scheme.

(5) *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete. [NCAA Bylaw 19.9.3-(i) (2015-16)]*

The violations detailed in Allegation No. 14 resulted in the institution declaring Student-Athlete 20 and Student-Athlete 18 ineligible, which facilitated their withdrawal from the institution. Additionally, the violations inhibited Student-Athlete 20 and Student-Athlete 18 from finding athletics opportunities at other institutions.

(6) *Intentional, willful and blatant disregard for the NCAA constitution and bylaws. [NCAA Bylaw 19.9.3-(m) (2015-16)]*

The violations detailed in Allegation Nos. 14 and 16 involve academic misconduct, unethical conduct and compromising the integrity of the enforcement staff's investigation. These alleged violations are all antithetical to the NCAA constitution and bylaws.

b. *Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]*

The enforcement staff has not identified any mitigating factors applicable to M. Landers.

11. ***Involved party [Adrian Wiggins (Wiggins), former head women's basketball coach]:***

a. *Aggravating factor(s). [NCAA Bylaw 19.9.3 (2015-16)]*

The enforcement staff has not identified any aggravating factors applicable to Wiggins.

b. *Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]*

The enforcement staff has not identified any mitigating factors applicable to Wiggins.

12. ***Involved party [Lena Bettis (Bettis), former men's and women's track and field coach]:***

a. Aggravating factor(s). [NCAA Bylaw 19.9.3 (2015-16)]

The enforcement staff has not identified any aggravating factors applicable to Bettis.

b. Mitigating factor. [NCAA Bylaw 19.9.4 (2015-16)]

Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [NCAA Bylaw 19.9.4-(b) (2015-16)]

Bettis admitted committing the violations detailed in Allegation No. 21, which likely would not have been substantiated without her admission.

13. ***Involved party [Erin Dawson (Dawson), former assistant men's and women's track and field and cross country coach]:***

a. Aggravating factor. [NCAA Bylaw 19.9.3 (2015-16)]

Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in detailed in Allegation No. 26 involve violations of the NCAA principles of ethical conduct.

b. Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to Dawson.

14. ***Involved party [Brian O'Neal (O'Neal), former head men's and women's track and field and cross country coach]:***

a. Aggravating factors. [NCAA Bylaw 19.9.3 (2015-16)]

(1) Unethical conduct. [NCAA Bylaw 19.9.3-(e) (2015-16)]

The violations detailed in Allegation No. 28 involve violations of the NCAA principles of ethical conduct.

(2) Persons of authority condoned, participated in or negligently disregarded the violations or wrongful conduct. [NCAA Bylaw 19.9.3-(h) (2015-16)]

O'Neal served as the head men's and women's track and field and cross country coach during the time period in which the violations detailed in Allegation Nos. 21, 22 and 25 occurred. O'Neal was aware of and/or encouraged the impermissible recruiting contact detailed in Allegation No. 21 and approved the impermissible transportation detailed in Allegation No. 22. Additionally, O'Neal made off-campus recruiting contact for the purpose of a then women's track and field prospective student-athlete signing a National Letter of Intent with the institution, as detailed in Allegation No. 25, knowing it was impermissible to do so.

b. Mitigating factor(s). [NCAA Bylaw 19.9.4 (2015-16)]

The enforcement staff has not identified any mitigating factors applicable to O'Neal.

D. Request for Supplemental Information.

1. Provide mailing and email addresses for all necessary parties to receive communications from the hearing panel of the NCAA Division I Committee on Infractions related to this matter.

The University requests that the Committee provide all communications to the following mailing and e-mail address:

Chancellor Jeffrey Vitter
University of Mississippi
c/o Enrique (Henry) J. Gimenez, hgimenez@lightfootlaw.com
Lightfoot, Franklin & White, L.L.C.
400 20th Street North
Birmingham, Alabama 35203

2. Indicate how the violations were discovered.

The violations were discovered during the course of the investigation as described in the Introduction and Overview sections of this Response.

3. Provide a detailed description of any corrective or punitive actions implemented by the institution as a result of the violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any corrective or punitive actions were implemented.

The violations in this Notice took place over a nearly six-year period dating back to June 2010, before the effective date of the new penalty structure on October 31, 2012. As such, the Committee must determine whether to prescribe penalties under the former or current penalty guidelines. The University submits that each of the three programs at issue should be analyzed independently and, where there is a potential conflict, the Committee should apply the more lenient guideline. (*See, e.g.*, Exhibit C-4, *Oklahoma State University* (April 24, 2014), at 12.)

All of the violations in the women's basketball program took place or were discovered prior to October 31, 2012. Therefore, the former penalty structure should apply to the University and individuals involved in Allegations Nos. 14-20. The University submits that, under the previous penalty system, the women's basketball violations would be classified as a major infraction.

Two of the eight track and field violations, Allegations Nos. 21 and 22, took place entirely before October 31, 2012, and three more, Allegations Nos. 23, 24, and 27, occurred at least in part prior to the effective date, meaning it is incumbent upon the Committee to determine the more lenient structure for track and field. The same is true for football, where four of the 13 violations occurred in or are traceable to the summer of 2010.

The University has carefully reviewed precedent under both penalty guidelines and the applicable Bylaws and self-imposed penalties it believes are consistent under either option. In particular, the University looked closely at the core penalties for a Level I Severe Breach of Conduct under the new penalty structure and comparable major infractions cases under the former system. It then weighed the significant mitigating factors identified in Part C, *supra*, against the applicable aggravating factors and considered the Committee's authority under Bylaw 19.9.6 to depart from core penalties where "extenuating circumstances" allow.

To the extent the new penalty structure applies, the University believes that track and field is most properly classified as Level II – Standard. However, the University has self-imposed penalties consistent with a higher classification. With respect to football, the University strongly considered the application of Level I – Standard penalties, but ultimately determined, on balance, that the violations should be classified as Level I – Mitigated based upon recent

precedent. In recognition of the serious nature of the violations alleged, however, the University settled on penalties at or near the line between Level I – Mitigated and Level I – Standard.

The University also considered imposing post-season bans on track and field and football but decided that this penalty was not warranted. In the event the Committee considers the imposition of a range of core penalties on either program that include a post-season ban, the University submits that a departure is warranted based upon specific factors applicable to each program. As for track and field, because the only two Level I infractions concern unethical conduct committed during the course of the investigation, the University believes the institutional penalties for that program should not include a post-season ban. As for football, all of the Level I violations occurred because of intentional misconduct by former employees or boosters outside of the University's direct control who were acting contrary to the University's expectations and rules education. Further, the most serious allegations involving academic fraud were committed more than six years ago by long-since departed staff members and student-athletes.

Specific sanctions the University has self-imposed and corrective measures the University has implemented are as follows:

(1) Women's Basketball

As a result of the violations described in Allegations 14-20 of the Notice, the University self-imposed the following penalties:

- Termination of the involved staff members and the head women's basketball coach
- A post-season ban for the 2012-13 academic year
- Reduction of two scholarships (from 15 to 13) for the 2013-14 academic year

- Reduction of four official visits (from 12 to 8) for the 2012-13 academic year and two official visits (from 12 to 10) for the 2013-14 academic year
- Reduction of 20 recruiting-person days (from 100 to 80) for the 2012-13 academic year
- No calls to prospective student-athletes (or their families) for eight full recruiting weeks as follows:
    - No Calls: January 13, 2013 – February 2, 2013
    - Calls Permitted: February 3-9, 2013
    - No Calls: February 10, 2013 – March 2, 2013
    - Calls Permitted: March 3-9, 2013
    - No Calls: March 10-23, 2013
- Two-year prohibition on the signing of two-year college transfer prospective student-athletes (imposed during the 2012-13 and 2013-14 academic years)

The University has also implemented the following corrective measures:

- Added additional emphasis on academic misconduct legislation in new employee orientations
- Conducted rules education sessions with student-athletes and athletics staff regarding academic misconduct legislation

(2) Football

As a result of Allegation No. 1, the University disassociated Business 1 and the involved owner for a period of three years. The University also implemented the following corrective measures:

- The University's compliance staff has conducted and will continue to conduct targeted rules education with Business 1 employees regarding the provision of extra benefits to University student-athletes in connection with student-athlete vehicles (including repairs, sales, loaner cars, purchase loans, etc.) and general rules education with Business 1 management.
- Business 1 staff will notify the University as soon as Business 1 learns that a student-athlete has brought in a personal vehicle for repairs and before a loaner car is provided. All loaner car forms will be provided to the University compliance office as soon as the loaner car is returned to Business 1.
- Business 1 and the University's compliance office have designated contacts to ensure information is exchanged consistently and in a timely manner. The University will provide regular notices reminding Business 1 of its compliance obligations.
- The University will also provide specific rules education to student-athletes concerning vehicle violations as part of its annual NCAA instruction.

- The University will conduct extra rules education with all participants in the University's coaches and staff courtesy vehicle program focusing on extra benefits legislation involving vehicles.

As a result of Allegations Nos. 3 and 4, the University disassociated Individual 7 and Individual 8 indefinitely. In no event will this period of disassociation be less than the length of the University's institutional probation.

As a result of Allegation No. 6, the University required additional rules education for Chris Kiffin and required Kiffin to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana. The University also self-imposed a nearly 20 percent reduction in football official visits for the 2014-15 academic year (from an average for the prior four years of 48.25 official visits to 39) and revised its official visit form to require names and exact ***biological*** relationship to the recruit.

As a result of Allegation No. 7, the University self-imposed the following recruiting sanctions:

- Prohibited Kiffin from off-campus recruiting contacts for a period of 30 days
- The University was prohibited from having contact with the involved prospective student-athletes for 30 days once contact was permissible
- The University forfeited all but one of its remaining permissible contacts with each of the involved prospective student-athletes
- Reprimanded Kiffin for his involvement in the violation

As a result of Allegation No. 8, the University:

- Disassociated Individual 2 in March 2013 and will continue that disassociation for at least the period of the University's institutional probation
- Required Maurice Harris to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana
- Prohibited Harris from off campus recruiting contact for three weeks out of the spring 2015 evaluation period (April 19-25, April 26-May 2, and May 3-9)
- Prohibited any further recruitment of Student Athlete 7
- Reprimanded Harris for his involvement in the violation

As a result of Allegation No. 9, the University conducted specific rules education for assistant director of sports videos Chris Buttgen and provided general rules education for all coaches and athletics staff members regarding permissible video materials.

Finally, the University has imposed the following recruiting, scholarship, and financial penalties:

- Prohibition on unofficial visits between February 21, 2016, and March 31, 2016
- Reduced evaluation opportunities for the entire football staff by 10 percent during the spring 2015 evaluation period (from 168 evaluation days to 151)
- Reduced evaluation opportunities for the entire football staff by 12.5 percent during the spring 2016 evaluation period (21 days)
- Reduced overall and initial grants-in-aid between 2015-16 and 2018-19 as follows:[56]

Academic Year	Overall Reduction	Initial Reduction
2015-16	1 (84)[57]	
2016-17	2 (83)	3 (22)
2017-18	4 (81)	3 (22)
2018-19	4 (81)	3 (22)
Total	11	9

- A monetary fine of $5,000.00 plus one percent of the average total budget for the previous three academic years, calculated as follows:

Academic Year	Budget	(1%)
2012-2013	$13,048,580	
2013-2014	$16,541,193	
2014-2015	$16,707,518	
3-Year Total	**$46,297,291**	
3-Year Average	**$15,432,430**	**$154,325**

[56] The University is self-imposing a reduction in overall scholarships of 12.5 percent (11 scholarships). The University is reducing initial grants-in-aid by 12 percent (3 scholarships) each year between 2016-17 and 2018-19.

[57] The University's football team competed during fall of 2015 season with only 83 student-athletes receiving grants-in-aid. The University's intention had been to maintain an overall reduction of two grants-in-aid for the 2015-16 academic year, but did not do so after the Notice was delayed.

(3) Track and Field

The University requested the resignation of Brian O'Neal in June 2015. In addition, in response to Allegations Nos. 23 and 24, the University's compliance office conducted rules education with the incoming track and field staff members to address NCAA official visit legislation. The University also self-imposed the following official visit and off-campus recruiting restrictions:

- Reduced official visits by 50 percent for the 2014-15 academic year (from an average for the four prior years of 60 official visits to 30)
- Reduced off-campus recruiting days by 20 percent for the 2014-15 academic years (from an average for the four prior years of 63.5 days to 49)

(4) Probation

The University proposes a three-year probation beginning on the date the Committee releases its public report for this case. The University will meet all requirements of Bylaw 19.9.5.7 during this institutional probationary period.

4. Provide a detailed description of all disciplinary actions taken against any current or former athletics department staff members as a result of violations acknowledged in this inquiry. In that regard, explain the reasons the institution believes these actions to be appropriate and identify the violations on which the actions were based. Additionally, indicate the date that any disciplinary actions were taken and submit copies of all correspondence from the institution to each individual describing these disciplinary actions.

The University refers the Committee to the information provided in response to Request for Supplemental Information No. 3. Further, the University notes that it has taken the following disciplinary actions against former coaching staff members:

(1) Women's Basketball

- Kenya Landers's employment at the University was terminated in October 2012.
- Michael Landers's employment at the University was terminated in October 2012.

- Adrian Wiggins was placed on administrative leave on October 22, 2012, and his employment at the University was terminated on March 31, 2013.

(2) Football

- Harris was reprimanded and required to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana.
- Kiffin was reprimanded and required to attend the NCAA Regional Rules Seminar held in May 2015 in Indianapolis, Indiana.

(3) Track and Field

- The University requested O'Neal's resignation on June 22, 2015.

* * *

Copies of correspondence pertaining to the University's termination of the Landerses are attached as Exhibit D-4-1. Correspondence to Kiffin and Harris is attached as Exhibit D-4-2 and D-4-3, respectively.

5. Provide a short summary of every past Level I, Level II or major infractions case involving the institution or individuals named in this notice. In this summary, provide the date of the infractions report(s), a description of the violations found by the Committee on Infractions/hearing panel, the individuals involved, and the penalties and corrective actions. Additionally, provide a copy of any major infractions reports involving the institution or individuals named in this notice that were issued by the Committee on Infractions/hearing panel within the last 10 years.

The University was involved in the following infractions cases:

(1) November 17, 1994

Description**:** Violations involving recruiting, improper inducements, extra benefits, unethical conduct and institutional control.

Individuals Involved:

- Former head football coach
- Former assistant football coach

- Former football recruiting coordinator
- Representative of the institution's athletics interests

Penalties and Corrective Actions:

- Public reprimand and censure
- Four years of probation
- Requirement that the University develop a comprehensive athletics compliance education program, with annual reports to the Committee during the period of probation
- Prohibition from participating in postseason competition in football during the 1995 and 1996 seasons
- Prohibition from televising any football games during the 1995 season
- Reduction by 12 in the number of permissible initial financial aid awards in football for the 1995-96 and 1996-97 academic years
- Reduction in 16 in the number of permissible official visits in football during the 1995-96 and 1996-97 academic years
- Recertification of current athletics policies and practices
- Disassociation of two representatives of the institution's athletics interests
- Show-cause requirement on the former head football coach for four years

(2) December 12, 1986

Description: Violations involving improper recruiting contacts, employment, entertainment, inducements, lodging and transportation, unethical conduct and certification of compliance

Individuals Involved:

- Head football coach
- Assistant football coaches
- Representatives of the institution's athletics interests

Penalties and Corrective Actions:

- Public reprimand and censure
- Two years of probation
- Prohibition from participating in postseason competition in football during the 1987 season
- Prohibition from televising any football games during the 1987 season
- No more than 20 permissible initial financial aid awards in football for the 1987-88 academic year
- Institution will not conduct summer football camps in 1987 or 1988

- Representative of the University's athletics interests will be precluded from involvement in the any activities associated with the recruitment of prospective student-athletes and involvement with enrolled student-athletes during the university's probation period
- Two involved assistant coaches precluded from participating in any off-campus recruiting contacts either in person or by telephone with prospective student-athletes, as well as in the off-campus evaluation of prospects, during the university's probationary period
- During the probationary period, no more than eight full-time coaches shall be permitted to participate in any off-campus recruiting activities or in the evaluation of prospects on behalf of the University during the probationary period

(3) October 27, 1959

Description: Violations involving improper recruiting inducements

Individuals Involved:

- Representative of the institution's athletics interests

Penalties and Corrective Actions:

- Censure and $1,000 fine (imposed by Southeastern Conference)
- One year of probation

* * *

In addition, the following infractions report involves an individual named in this Notice:

(1) January 12, 2016 – University of Louisiana at Layfette (Exhibit IN-1)

Description: Violations involving testing fraud, extra benefits, and unethical conduct

Individuals Involved:

- Assistant football coach

Penalties and Corrective Actions:

- Two years of probation
- $5,000 fine
- Reduction in the number of initial scholarships for the 2016-17 and 2017-18 academic years
- Overall scholarship reductions for the 2015-16, 2016-17, and 2017-18 academic years

- Reductions in the number of permissible off-campus recruiting days in fall of 2015 and spring of 2016
- Limitation on the number of official visits in the fall of 2015
- Prohibition on all recruiting contacts for a three-period during the 2015-16 and 2016-17 academic years

6. Provide a chart depicting the institution's reporting history of Level III and secondary violations for the past five years. In this chart, please indicate for each academic year the number of total Level III and secondary violations reported involving the institution or individuals named in this notice. Also include the applicable bylaws for each violation, and then indicate the number of Level III and secondary violations involving just the sports team(s) named in this notice for the same five-year time period.

Please see Exhibit D-6.

7. Provide the institution's overall conference affiliation, as well as the total enrollment on campus and the number of men's and women's sports sponsored.

The University is a member of the SEC. The University sponsors eight men's sports programs (baseball, basketball, cross country, football, golf, tennis, indoor and outdoor track and field) and 10 women's sports programs (basketball, cross country, golf, rifle, softball, soccer, tennis, indoor and outdoor track and field, and volleyball).

Undergraduate campus enrollment for the fall 2015 semester was 18,084 students. Total campus enrollment for the fall 2015 semester was 20,827.

8. Provide a statement describing the general organization and structure of the institution's intercollegiate athletics department, including the identities of those individuals in the athletics department who were responsible for the supervision of all sport programs during the previous four years.

Please see Exhibit D-8-1 for organizational charts describing the University's athletics department administration over the previous four years. Exhibit D-8-2 includes organizational charts for the University's compliance staff for the same time period.

9. State when the institution has conducted systematic reviews of NCAA and institutional regulations for its athletics department employees. Also, identify the agencies, individuals or committees responsible for these reviews and describe their responsibilities and functions.

The SEC contracted for external compliance reviews for all of its member institutions on a scheduled cycle. Attached as Exhibit D-9 are reports from those reviews conducted in 2006 and 2011 along with a follow-up letter related to the 2006 review. The University has also initiated a review of its athletics compliance program that will begin no later than the end of May 2016 and will be completed in July 2016. This review will be conducted under the supervision of the University's Chancellor with a working committee chaired by the Faculty Athletics Representative.

10. Provide the following information concerning the sports program(s) identified in this inquiry:

- *The average number of initial and total grants-in-aid awarded during the past four academic years.*

Academic Year	Football (Overall/Initial)	Women's Basketball	Men's Track and Field and Cross Country	Women's Track and Field and Cross Country
2011-2012	84/25	15	10.47	16.76
2012-2013	85/25	14	11.57	15.42
2013-2014	85/25	12	12.44	17.35
2014-2015	85/25	14	12.60	17.87
Four Year Average	84.75/25	13.75	11.77	16.85

- *The number of initial and total grants-in-aid in effect for the current academic year (or upcoming academic year if the regular academic year is not in session) and the number anticipated for the following academic year.*

Academic Year	Football (Overall/Initial)	Women's Basketball	Men's Track and Field and Cross Country	Women's Track and Field and Cross Country
2015-2016	84/25	14	9.52	14.63
2016-2017 (anticipated)	83/22	15	12.6	18

- *The average number of official paid visits provided by the institution to prospective student-athletes during the past four years.*

Academic Year	Football (Overall/Initial)	Women's Basketball	Track and Field and Cross Country (Combined)
2011-2012	42	10	33
2012-2013	49	8	97
2013-2014	50	10	63
2014-2015	38	12	30
Four Year Average	44.75	10	55.75

- *Copies of the institution's squad lists for the past four academic years.*

Please see Exhibit D-10-1 (football), Exhibit D-10-2 (women's basketball), Exhibit D-10-3 (men's track and field and cross country), and Exhibit D-10-4 (women's track and field and cross country).

- *Copies of the institution's media guides, either in hard copy or through electronic links, for the past four academic years.*

The University is providing electronic links to the relevant media guides, by sport. Copies of the media guides will be sent to the Office of the Committee on Infractions.

(1) Football

- 2011-12: http://www.olemisssports.com/sports/m-footbl/spec-rel/2011guide.html
- 2012-13: http://www.olemisssports.com/sports/m-footbl/spec-rel/2012guide2.html

- 2013-14: http://www.olemisssports.com/sports/m-footbl/spec-rel/2013guide2.html
- 2014-15: http://www.olemisssports.com/sports/m-footbl/spec-rel/2014guide2.html

(2) Women's Basketball

- 2011-12: http://www.olemisssports.com/sports/w-baskbl/spec-rel/2011-12-w-baskbl-guide.html
- 2012-13: http://www.olemisssports.com/sports/w-baskbl/spec-rel/2012-13-media-guide.html
- 2013-14: http://www.olemisssports.com/sports/w-baskbl/2013-14-media-guide-pdf.html
- 2014-15: http://www.olemisssports.com/sports/w-baskbl/2014-15-guide.html

(3) Track and Field

- 2011-12: http://www.olemisssports.com/sports/c-track/spec-rel/2012guide.html
- 2012-13: http://www.olemisssports.com/sports/c-track/spec-rel/2013guide.html
- 2013-14: http://grfx.cstv.com/photos/schools/ole/sports/c-track/auto_pdf/2013-14/misc_non_event/2014OMTguide.pdf
- 2014-15: http://grfx.cstv.com/photos/schools/ole/sports/c-track/auto_pdf/2014-15/misc_non_event/2015_track_guide.pdf

- *A statement indicating whether the provisions of NCAA Bylaws 31.2.2.3 and 31.2.2.4 apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.*

None of the student-athletes involved in the violations addressed in the Notice and this Response participated in NCAA championship events during the time period associated with the case.

- *A statement indicating whether the provisions of Bylaw 19.9.7-(g) apply to the institution as a result of the involvement of student-athletes in violations noted in this inquiry.*

The University agrees that student-athletes competed while ineligible as a result of the violations included in this Notice and that the Committee should determine the application of Bylaw 19.9.7-(g) to individual and team records.

11. *Consistent with the Committee on Infractions IOP 4-16-2-1 (Total Budget for Sport Program) and 4-16-2-2 (Submission of Total Budget for Sport Program), please submit the three previous fiscal years' total budgets for all involved sport programs. At a minimum, a sport program's total budget shall include: (a) all contractual compensation including salaries, benefits and bonuses paid by the institution or related entities for coaching, operations, administrative and support staff tied to the sport program; (b) all recruiting expenses; (c) all team travel, entertainment and meals; (d) all expenses associated with equipment, uniforms and supplies; (e) game expenses and (f) any guarantees paid associated with the sport program.*

Please see Exhibit D-11.

Any additional information or comments regarding this case are welcome.