

BOND, SCHOENECK & KING, PLLC  
ATTORNEYS AT LAW

IRS. NO. 27-0015651

7500 College Boulevard, Suite 910  
Overland Park, Kansas 66210-4035

TEL: (913) 234-4400  
FAX: (913) 234-4401

August 13, 2010  
Bill Number: 19423222

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL - FOUNDATION, INC.  
110 BYNUM HALL  
CAMPUS BOX 9105  
222 EAST CAMERON AVENUE  
CHAPEL HILL, NC 27599-9105

For Legal Services Rendered through 07/31/10.

**FOOTBALL INVESTIGATION  
650755**

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
07/13/10	RJE	3.00	
	KRS	1.25	
07/14/10	RJE	3.25	

Accounts Are Due Within 30 Days.

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Bill Number: 19423222

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
07/15/10	RJE	1.75	
07/16/10	RJE	2.00	
07/19/10	RJE	1.50	
07/20/10	RJE	1.25	
07/21/10	RJE	1.75	

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Accounts Are Due Within 30 Days.

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Bill Number: 19423222

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THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
07/22/10	RJE	1.50	
07/23/10	RJE	1.50	
07/24/10	RJE	0.25	
07/26/10	RJE	3.25	
07/27/10	RJE	3.75	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>	
07/29/10	RJE	2.00		
07/30/10	RJE	2.75		
	KRS	0.25		
<b>Total Fees for Matter:</b>				<b>\$8,700.00</b>
<b><u>Matter Disbursement Summary</u></b>				
Long Distance Telephone Charges				<u>\$62.85</u>
<b>Total Disbursements</b>				<u><b>\$62.85</b></u>
<b>TOTAL FOR THIS MATTER</b>				<u><b>\$8,762.85</b></u>

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110 BYNUM HALL  
CAMPUS BOX 9105  
222 EAST CAMERON AVENUE  
CHAPEL HILL, NC 27599-9105

For Legal Services Rendered through 08/31/10.

FOOTBALL INVESTIGATION  
650755

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/02/10	FLB	0.50	
	RJE	10.00	

Accounts Are Due Within 30 Days.

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
	KRS	0.25	
08/03/10	FLB	2.00	
	RJE	12.00	
	KRS	0.50	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/04/10	RJE	12.00	
08/05/10	RJE	12.00	
	KRS	1.00	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/06/10	RJE	0.75	
08/07/10	RJE	1.50	
	KRS	1.00	
08/09/10	RJE	0.75	
08/10/10	RJE	2.75	
	KRS	0.50	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/12/10	RJE	1.25	
08/13/10	FLB	5.00	
	RJE	3.00	
08/15/10	RJE	1.50	
08/16/10	FLB	1.50	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
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	RJE	3.00	
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	SRM	1.50	
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08/17/10	RJE	3.25	
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	SRM	3.25	
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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/18/10	RJE	1.75	
08/19/10	MSG	0.25	
	RJE	1.75	
	SRM	1.00	
08/20/10	RJE	4.75	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
08/21/10	RJE	2.25	
08/23/10	FLB	3.50	
	RJE	3.00	
08/24/10	FLB	0.50	
	RJE	3.25	

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Bill Number: 19426369

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
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08/25/10	RJE	3.25	
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	SRM	3.25	
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08/26/10	RJE	8.00	
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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
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	TRB	2.50	
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	KRS	2.50	
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08/27/10	FLB	5.00	
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	RJE	4.25	
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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
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	SRM	1.50	
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	KRS	3.25	
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08/28/10	FLB	5.00	
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	RJE	6.00	
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Date                      Init.                      Hours                      Description

SRM                      0.50

KRS                      4.25

08/29/10                      CDS                      6.50

RJE                      3.00

SRM                      7.00

Accounts Are Due Within 30 Days.

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September 17, 2010  
Bill Number: 19426369

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
	KRS	0.50	
08/30/10	RJE	4.00	
	SRM	1.50	
08/31/10	RJE	10.00	

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<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
	KRS	1.00	

**Total Fees for Matter:**

**\$45,933.75**

**Matter Disbursement Summary**

Airfare – RJE – Raleigh (8/1 – 8/5)	1027.10
Hotel Charges	562.07
Rental Car	506.27
Travel Expenses	105.96
Meals	89.25
Copy Charges	0.25
Computerized Research	202.85
Long Distance Telephone Charges	131.55
<b>Total Disbursements</b>	<b><u>\$2,625.30</u></b>

**TOTAL FOR THIS MATTER**

**\$48,559.05**

Accounts Are Due Within 30 Days.

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October 20, 2010  
Bill Number: 19429674

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.  
110 BYNUM HALL  
CAMPUS BOX 9105  
222 EAST CAMERON AVENUE  
CHAPEL HILL, NC 27599-9105

For Legal Services Rendered through 09/30/10.

**FOOTBALL INVESTIGATION  
650755**

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
09/01/10	RJE	3.00	
	KRS	1.00	

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Accounts Are Due Within 30 Days.

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October 20, 2010  
Bill Number: 19429674

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
09/02/10	FLB	3.25	
	MSG	0.25	
	RJE	2.50	
	SRM	2.00	
09/03/10	RJE	2.00	

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Accounts Are Due Within 30 Days.

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October 20, 2010  
Bill Number: 19429674

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
09/05/10	RJE	0.25	
09/06/10	RJE	1.00	
09/08/10	RJE	1.25	
09/09/10	RJE	3.25	
09/10/10	RJE	3.00	

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October 20, 2010  
Bill Number: 19429674

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
09/16/10	RJE	0.25	
09/23/10	RJE	2.75	
	KRS	3.00	
09/24/10	RJE	1.50	
	KRS	0.50	
09/25/10	RJE	0.75	

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October 20, 2010  
Bill Number: 19429674

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

<u>Date</u>	<u>Init.</u>	<u>Hours</u>	<u>Description</u>
09/27/10	RJE	1.25	
09/29/10	RJE	0.25	

**Total Fees for Matter:**

**\$8,365.00**

**Matter Disbursement Summary**

Airfare – RJE – Raleigh (8/29 – 9/1)	587.35
Hotel Charges	306.49
Rental Car	162.37
Travel Expenses	40.00
Meals	25.60
Copy Charges	3.50
Fax Charges	19.50
Long Distance Telephone Charges	46.05
<b>Total Disbursements</b>	<b><u>\$1,190.86</u></b>

**TOTAL FOR THIS MATTER**

**\$9,555.86**

Accounts Are Due Within 30 Days.

**Indicate request. Check all that apply:**

Request for reinstatement

Self report of NCAA secondary violation (Level I)



**REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)**

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

**Please type or print.**

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference (ACC)
2. Sport: Football Division (of sport): I-FBS
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
10.1(b)

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 2

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15. List all individuals involved in violation (including student-athletes and prospective student-athletes):

See attached.

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16. Describe facts of violation:

See attached.

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17. How was violation discovered?

See attached.

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18. List reasons violation occurred:

See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

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20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

See attached.

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: AJ Herman

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

Fax number: 919-962-6002

E-mail address: ajschae@unca.unc.edu

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_ Date: 2010

Student-athlete's address: \_\_\_\_\_

2010

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report a violation of NCAA Bylaw 10.1, *Unethical Conduct*. , a football student-athlete, was determined (through a request for interpretation by Academic and Membership Affairs (AMA) on 2010) to have received impermissible academic assistance from an institutional staff member in the fall of .

The involved institutional staff member ( was employed as a tutor and academic mentor with the Academic Support Center from . email correspondence between . and student-athletes indicated potential impermissible academic assistance.

Three emails indicating possible impermissible academic assistance from the fall of were discovered between and during this search.

On November 19, , sent an email to with the subject line "Please help. I'm going down. :( " The email itself contained no text, but had an attached document titled . The attached document is an approximately 2 ½ page, single-spaced paper. No email was found back from to during the search. The following day, November 20, , re-sent the same document to , again with only the document attached. At the end of the attached document in both emails, wrote to :

"([ :] I still need some help with my , Im (sic) having trouble finding articles that relate directly to , and I need some help on my conclusion. Message me back thank you)".

The third and final email from to is sent on December 3, . The attached document is now titled ' (sic) almost done' and is a 9 ½ page, double-spaced paper. The text of the email contains a chain of text for two prior emails between and . The first email in the chain is the one from on November 20, , referenced above. then sent a response to sometime after November 20,

, and likely before Thanksgiving of that year ( ), as she wishes him a 'Happy Thanksgiving' in the text of the email. The text of the email from to states:

"Hey , I looked over your paper, and expanded it in a lot of areas!!! You are now at 8 ½ pages!!! That means only a page and a half to go!! Now I am attaching two articles I found that relate directly to . They are what you should use for the last page and a half. I will definitely help with the conclusion once you work on this some! Also where are your citations???? Even if it is paraphrased (meaning not directly quoted) you still have to cite it!!!"

No further email correspondence between and was found following December 3,

During the analysis of these papers, we re-formatted the single-spaced, 2 ½ page paper from original emails to approximate the format in the December 3, document. The length of the re-formatted paper was exactly 6 full, double-spaced pages. The paper that states is sending back to "at 8 ½ pages" has, unfortunately, not been found, and is not available from the instructor of the class, leaving us unable to compare it to the original for actual edits made. Additionally, given that the email search process only captured emails still in the system for the account, we are unable to say for certain that no other paper was sent from to following the 2 ½ page version but in advance of the 8 ½ page version apparently sent by

While academic integrity is a core NCAA value, we believe there are multiple reasons why case warrants significant relief from the severe penalties generally associated with academic fraud violations. First, and importantly, there is no direct information that demonstrates received improper assistance for this assignment. During an interview with on , 2010, he stated that he believed may have meant "expanded" his paper simply as a result of formatting. During this interview, only the third email, from December 3, , had been discovered and presented to . Since we have knowledge that had previously sent single-spaced papers to his claim about the changes being only formatting in nature are plausible, particularly since, as stated above, there is no proof that , between the dates of 11/20/ and 11/27/ , did not send another version of the paper that was longer than the 2 ½ page version on record. Moreover, the paper sent by on December 3, still contains a number of grammatical and spelling errors that are present in the first draft sent by him to in the first two emails. The consistency in the errors indicates a possible lack of substantive revision on the part of . While circumstantial in nature, the consistency of these errors through multiple drafts supports assertion that the length of the paper changed only as a result of formatting. Ultimately, the exact nature of the assistance provided by despite the language in her email, is not conclusive.

Second,

Third,

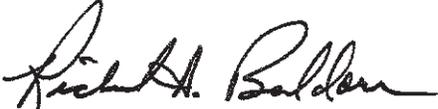
As a result of the establishment of this relationship, it was reasonable for him to believe that [redacted] would be a reliable source of permissible academic assistance [redacted] Academic Support Program.

Therefore, we assert that it was reasonable for [redacted] to believe that assistance provided him by [redacted] would be permissible,

In conclusion, given the solely circumstantial nature of the evidence, we assert that the loss of [redacted], which [redacted] is disproportionately harsh. Therefore, as a result of this alleged violation, [redacted] has been withheld from [redacted] contests of the 2010 football season ([redacted] withholding penalty). Based on these actions, we ask that [redacted] eligibility be reinstated immediately.

Please contact my office with questions and concerns. Thank you for your time and consideration.

Sincerely,



Richard A. Baddour  
Director of Athletics

cc: Mr. Shane Lyons, Associate Commissioner, ACC  
Dr. Holden Thorp, Chancellor  
Ms. Lissa Broome, Faculty Athletics Representative  
Mr. Larry Gallo, Jr., Senior Associate Athletics Director  
Ms. Amy Herman, Assistant Athletics Director  
Mr. Paul Davis, Head Football Coach  
Mr. Corey Holliday, Associate Athletics Director

Name: \_\_\_\_\_

1. Provide additional information indicating what changes were made to paper.

On November 20, \_\_\_\_\_, I emailed \_\_\_\_\_ my 2 ½ single spaced version of my \_\_\_\_\_ paper. At the end of the attachment I explained to the \_\_\_\_\_ that I will still need help with other parts of my paper. Me and \_\_\_\_\_ met with each other in study hall numerous times to work on this paper. I cannot recall which day I sent another single spaced drafted to \_\_\_\_\_ for spacing and formatting but I am sure by when \_\_\_\_\_ said “expanded” my paper \_\_\_\_\_ meant spacing and formatting. At the end of that text \_\_\_\_\_ explains how \_\_\_\_\_ has found some articles to help me with finishing my paper. I sent my 9 ½ double spaced draft to \_\_\_\_\_ on December 3, \_\_\_\_\_ for assistance on my grammatical errors. At no time during our sessions did \_\_\_\_\_ write any part of my \_\_\_\_\_ paper

Signature: \_\_\_\_\_

\_\_\_\_\_

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

Please type or print.

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference (ACC)
2. Sport: Football Division (of sport): I-FBS
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
16.02.3, 16.11.2.1, , 12.1.2.1.6,

15. List all individuals involved in violation (including student-athletes and prospective student-athletes):

See attached.

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16. Describe facts of violation:

See attached.

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17. How was violation discovered?

See attached.

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18. List reasons violation occurred:

See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

See attached.

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: AJ Herman

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

Fax number: 919-962-6002

E-mail address: ajschae@unca.unc.edu

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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To be completed by student-athlete:

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete) \_\_\_\_\_

Date: \_\_\_\_\_

2010

Student-athlete's address: \_\_\_\_\_

, 2010

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of

related to \_\_\_\_\_ football student-athlete at The University of North Carolina at Chapel Hill (UNC).

**Extra Benefits**

\_\_\_\_\_ was employed by the Academic Support Program for Student-Athletes from \_\_\_\_\_

During \_\_\_\_\_ employment, \_\_\_\_\_ was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009 \_\_\_\_\_

Because of the existing friendships, some student-athletes continued to seek academic assistance from \_\_\_\_\_

In September of 2009, \_\_\_\_\_ was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that \_\_\_\_\_ should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with \_\_\_\_\_ as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from \_\_\_\_\_, as a friend, free of charge. Moreover, \_\_\_\_\_, the student-athletes were confident \_\_\_\_\_ was knowledgeable of the rules for providing permissible academic assistance.

During the time period from August 25, 2009 to July 23, 2010, \_\_\_\_\_ received academic tutoring assistance, at no charge, from \_\_\_\_\_. Because of \_\_\_\_\_ provision of tutoring benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a

violation of extra benefit regulations. Based on records of emails between \_\_\_\_\_ and \_\_\_\_\_, as well as his recollection, we have estimated that \_\_\_\_\_ assisted \_\_\_\_\_ by providing \_\_\_\_\_ hours of free-of-charge academic tutoring. At \$11/hour, \_\_\_\_\_; this results in an impermissible extra benefit totaling \$ \_\_\_\_\_.

**Preferential Treatment, Benefits, or Services**

Upon his enrollment at UNC, \_\_\_\_\_ became friends with \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. The pattern of benefits provided each other during this time was limited to occasional meals. \_\_\_\_\_ (who has not triggered booster status with the institution)

In the past \_\_\_\_\_ months, \_\_\_\_\_ has provided \_\_\_\_\_ with numerous benefits. In \_\_\_\_\_, \_\_\_\_\_ gave \_\_\_\_\_, valued at \$ \_\_\_\_\_. Then, in \_\_\_\_\_, \_\_\_\_\_ paid \_\_\_\_\_ for \_\_\_\_\_ during \_\_\_\_\_, \_\_\_\_\_ provided \_\_\_\_\_ (total of \$ \_\_\_\_\_) to \_\_\_\_\_ Finally, during \_\_\_\_\_, \_\_\_\_\_ paid for \_\_\_\_\_ (\$ \_\_\_\_\_). Therefore, the total benefits provided by \_\_\_\_\_ to \_\_\_\_\_ total \$ \_\_\_\_\_. \_\_\_\_\_ did, however, repay \_\_\_\_\_ on occasion when \_\_\_\_\_; he believes that he repaid \_\_\_\_\_ a total of \$ \_\_\_\_\_, resulting in a total outstanding benefit of \$ \_\_\_\_\_ received from \_\_\_\_\_.

At the time of his receipt of these benefits, \_\_\_\_\_ did not believe that these benefits resulted in a violation of NCAA regulations. He believed that, since \_\_\_\_\_ was a personal friend, it was permissible for \_\_\_\_\_ to assist him with funds at times of need.

**Summary**

In summary, we acknowledge that \_\_\_\_\_ received a total of \$ \_\_\_\_\_ in impermissible benefits in the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance during the 2009-2010 academic year and following summer (16.02.3, 16.11.2.1)
- 2) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (16.02.3, 16.11.2.1)
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (12.1.2.1.6)
- 4) \$ \_\_\_\_\_ in travel expenses in \_\_\_\_\_ (12.1.2.1.6)
- 5) \$ \_\_\_\_\_ in \_\_\_\_\_ charges in \_\_\_\_\_ (\_\_\_\_\_)
- 6) \$ \_\_\_\_\_ in a \_\_\_\_\_ in \_\_\_\_\_ (\_\_\_\_\_)
- 7) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (12.1.2.1.6)
- 8) \$ \_\_\_\_\_ in travel expenses in \_\_\_\_\_ on \_\_\_\_\_ to \_\_\_\_\_ (\_\_\_\_\_)
- 9) \$ \_\_\_\_\_ in \_\_\_\_\_ expenses in \_\_\_\_\_ on \_\_\_\_\_ to \_\_\_\_\_ (12.1.2.1.6)
- 10) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (\_\_\_\_\_)

Out of these benefits, \_\_\_\_\_ has repaid \$ \_\_\_\_\_, resulting in an outstanding benefit of \$ \_\_\_\_\_. He will be required to repay this amount to the charity of his choice. Given the level of repayment required, we ask for permission to establish a repayment plan for \_\_\_\_\_ that will be completed no

later than . Additionally, we have withheld from of competition and will withhold him from an additional : contests, resulting in a -game, withholding condition.

While we understand that, per Student-Athlete Reinstatement Guidelines, the and the impermissible benefits provided to generally have withholding conditions associated with each separately (minimum of % and %, respectively), we believe that % withholding is unduly harsh and request that a portion of these withholding conditions be applied concurrently, given the circumstances of the situations, as follows:

1. With respect to the tutoring assistance, because the origin of the relationship was through the Academic Support Program's for Student-Athletes and was not explicitly told that he could not continue to receive assistance from it is logical that he would have assumed that it was permissible for him to continue receiving assistance from ; free of charge, as a friend and peer.
2. With respect to the other benefits received, the majority of which were from , we believe it was plausible for to view the relationship as one existing between friends, as opposed to one in which any benefits he received would violate NCAA Preferential Treatment legislation.
3. We further believe that has little or no culpability for the benefits impermissibly provided by ; given the information provided by that indicated that these benefits were being provided

4.

Therefore, based upon the repayment of the impermissible benefits and the % withholding condition, we ask that eligibility be reinstated.

Name: \_\_\_\_\_

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for \_\_\_\_\_ assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

9. How do you describe your relationship with \_\_\_\_\_ ?

10. Did you think it would be an NCAA violation for \_\_\_\_\_ to provide you  
\_\_\_\_\_ ? Why or why not? Did \_\_\_\_\_ ever provide you  
\_\_\_\_\_ If so, please explain. \_\_\_\_\_

11. Did you think it would be an NCAA violation for \_\_\_\_\_ to provide you with  
\_\_\_\_\_ or with \_\_\_\_\_ ? Why or why not?

12. Do you know if \_\_\_\_\_ is an official booster of the University of North Carolina  
athletics department (by NCAA definition)?

Signature: \_\_\_\_\_

\_\_\_\_\_

Name:

1)

Signature

Name:

- 2) At the time that you received the benefits, were you aware that you were violating NCAA legislation?

Signature: \_\_\_\_\_

Name:

- 3) Do you remember rules education you received regarding accepting gifts from people other than family member?

Signature

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

Please type or print.

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference (ACC)
2. Sport: Football Division (of sport): I-FBS
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: \_\_\_\_\_, 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
16.02.3;

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 2

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15. List all individuals involved in violation (including student-athletes and prospective student-athletes):  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. Describe facts of violation:  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. How was violation discovered?  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. List reasons violation occurred:  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Has the institution declared the student-athlete ineligible? Yes
20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

See attached.

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: Aj Herman

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

Fax number: 919-962-6002

E-mail address: ajschae@unca.unc.edu

**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print) \_\_\_\_\_

Signature (student-athlete) \_\_\_\_\_

Date \_\_\_\_\_

, 2010 \_\_\_\_\_

Student-athlete's address: \_\_\_\_\_



THE UNIVERSITY  
of NORTH CAROLINA  
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

PO BOX 3126  
ERNIE WILLIAMSON ATHLETIC CENTER  
450 SKIPPER BOWLES DR. (Delivery)  
CHAPEL HILL, NC 27515

T 919.962.6000  
F 919.962.7490  
www.tarheelblue.com

, 2010

RICHARD A. BADDOUR  
*Director of Athletics*

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of NCAA Bylaw 16.02.3, *Extra Benefit*

During the time period from August 25, 2009 to July 23, 2010, \_\_\_\_\_, football student-athlete at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( \_\_\_\_\_ ) in the Academic Support Program for Student-Athletes. Because of \_\_\_\_\_ provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations.

#### **Extra Benefit - Tutoring Assistance**

\_\_\_\_\_ was employed by the Academic Support Program for Student-Athletes from \_\_\_\_\_.

During \_\_\_\_\_ employment, \_\_\_\_\_ was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes continued to seek academic assistance from

In September of 2009, was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from , as a friend, free of charge. Moreover, , the student-athletes were confident was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between and , as well as his recollection, we have estimated that assisted by providing total hours of free-of-charge academic tutoring. At \$11/hour, ; this results in an impermissible extra benefit totaling \$ .

### **Preferential Treatment**

In , traveled to and, while there, received lodging and transportation from . Because no prior relationship existed specifically between and , this lodging (2 nights at \$ /night) and local transportation (\$ ) was impermissible.

## Summary

In summary, we acknowledge that \_\_\_\_\_ has been the recipient of the following impermissible benefits over the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance
- 2) \$ \_\_\_\_\_ in lodging in \_\_\_\_\_ in \_\_\_\_\_
- 3) \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (on \_\_\_\_\_ trip)
- 4) \_\_\_\_\_ in local transportation in \_\_\_\_\_ in \_\_\_\_\_

The total of these benefits is \$ \_\_\_\_\_. We contend, however, that the \$ \_\_\_\_\_ in lodging and \$ \_\_\_\_\_ in local transportation provided by \_\_\_\_\_ are not expenses that \_\_\_\_\_ should be required to repay. While we acknowledge that this relationship began as a result of \_\_\_\_\_

\_\_\_\_\_ we maintain that the \_\_\_\_\_ provided by \_\_\_\_\_ to \_\_\_\_\_ was the type that \_\_\_\_\_ (or anyone, actually) would have provided to any friend who was \_\_\_\_\_. In other words, it is entirely reasonable (and, perhaps, socially expected) that a member of the general public, absent of any ties related to college athletics, would provide these minimal benefits to a friend who \_\_\_\_\_.

Therefore, as a result of this violation, \_\_\_\_\_ will be required to repay \_\_\_\_\_ to the charity of his choice. We have also already withheld \_\_\_\_\_ from \_\_\_\_\_.

While we understand that the level of these benefits received by \_\_\_\_\_ would generally also result in further withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that \_\_\_\_\_; lack of culpability for the violations warrants partial relief from this penalty. Specifically with the tutoring assistance, because the origin of the relationship was through the Academic Support Program for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from \_\_\_\_\_, it is understandable that \_\_\_\_\_ would have assumed that it was permissible for him to continue receiving assistance from \_\_\_\_\_; free of charge, as a friend and peer. Additionally, it was logical for \_\_\_\_\_ to assume that it would be permissible for him to accept minimal \_\_\_\_\_. Therefore, we assert that \_\_\_\_\_; culpability for these violations is minimal. His attached personal responses support these statements.

Finally, because of the level of repayment required, we ask for permission to establish a repayment plan for \_\_\_\_\_ that will be completed no later than \_\_\_\_\_.

Based upon the repayment of the impermissible benefits, we ask that \_\_\_\_\_; eligibility be reinstated immediately.

Name: \_\_\_\_\_

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and \_\_\_\_\_ was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for \_\_\_\_\_ assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

Signature: \_\_\_\_\_



THE UNIVERSITY  
OF NORTH CAROLINA  
AT CHAPEL HILL

DEPARTMENT OF  
ATHLETICS

P.O. BOX 2126  
SMITH CENTER  
SKIPPER BOWLES DRIVE (DELIVERY)  
CHAPEL HILL, NC 27515

T 919.962.6000  
F 919.962.6002  
www.tarheelblue.com

## REVISED REPORT

, 2010

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of NCAA Bylaw 16.02.3, *Extra Benefit*, Bylaw 16.11.2.1, *General Rule*, Bylaw 12.1.2.1.6, *Preferential Treatment*

During the time period from August 25, 2009 to July 23, 2010, football student-athlete at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( ) in the Academic Support Program for Student-Athletes. Because of provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations.

### **Extra Benefit - Tutoring Assistance**

was employed by the Academic Support Program for Student-Athletes from

During employment, was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes continued to seek academic assistance from

In September of 2009, was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from, as a friend, free of charge. Moreover, the student-athletes were confident was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between and, as well as his recollection, we have estimated that assisted by providing total hours of free-of-charge academic tutoring. At \$11/hour, this results in an impermissible extra benefit totaling \$.

### Preferential Treatment

In, traveled to and, while there, received lodging and transportation from. Because no prior relationship existed specifically between and, this lodging (2 nights at \$ /night, and local transportation (\$ was impermissible.

## Summary

In summary, we acknowledge that \_\_\_\_\_ has been the recipient of the following impermissible benefits over the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance
- 2) \$ \_\_\_\_\_ in lodging in \_\_\_\_\_ in \_\_\_\_\_
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ (on \_\_\_\_\_ trip)
- 4) \$ \_\_\_\_\_ in local transportation in \_\_\_\_\_ in \_\_\_\_\_

The total of these benefits is \$ \_\_\_\_\_. We contend, however, that the \$ \_\_\_\_\_ in lodging and \$ \_\_\_\_\_ in local transportation provided by \_\_\_\_\_ are not expenses that \_\_\_\_\_ should be required to repay. While we acknowledge that this relationship began as a result of \_\_\_\_\_

\_\_\_\_\_, we maintain that the \_\_\_\_\_ provided by \_\_\_\_\_ to \_\_\_\_\_ was the type that \_\_\_\_\_ (or anyone, actually) would have provided to any friend who was \_\_\_\_\_ . In other words, it is entirely reasonable (and, perhaps, socially expected) that a member of \_\_\_\_\_

the general public, absent of any ties related to college athletics, would provide these minimal benefits to a friend who

Therefore, as a result of this violation, will be required to repay \$ to the charity of his choice. We have also already withheld from competition.

While we understand that the level of these benefits received by would generally also result in further withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that lack of culpability for the violations warrants partial relief from this penalty. Specifically with the tutoring assistance, because the origin of the relationship was through the Academic Support Program for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from , it is understandable that would have assumed that it was permissible for him to continue receiving assistance from ; free of charge, as a friend and peer. Additionally, it was logical for to assume that it would be permissible for him to accept minimal

Therefore, we assert that ; culpability for these violations is minimal. His attached personal responses support these statements.

Finally, because of the level of repayment required, we ask for permission to establish a repayment plan for that will be completed no later than .

Based upon the repayment of the impermissible benefits, we ask that : eligibility be reinstated immediately.

and

General

Trip Information

The trip to \_\_\_\_\_ was jointly discussed by \_\_\_\_\_ They knew that there was \_\_\_\_\_ and, since they were all free, they decided to go. During the discussion, \_\_\_\_\_

On the day of the departure \_\_\_\_\_

learned of this change when \_\_\_\_\_ At that time, \_\_\_\_\_ saw that \_\_\_\_\_

\_\_\_\_\_ did not believe it would be an NCAA violation to \_\_\_\_\_

Relationship Information

and

\_\_\_\_\_ met \_\_\_\_\_ before his \_\_\_\_\_ year.

\_\_\_\_\_ met \_\_\_\_\_ and \_\_\_\_\_ through \_\_\_\_\_, and will go \_\_\_\_\_ with \_\_\_\_\_ on occasion, as well.

While \_\_\_\_\_ had met \_\_\_\_\_ on occasion and “seen him around” in Chapel Hill, \_\_\_\_\_ have a personal relationship with \_\_\_\_\_ and \_\_\_\_\_ had a friendship with \_\_\_\_\_, stemming from \_\_\_\_\_, so \_\_\_\_\_

The fact that \_\_\_\_\_ was a \_\_\_\_\_ was not the reason \_\_\_\_\_

Rather, it was because he was someone that \_\_\_\_\_ knew and was willing to ask for a favor. The thought of it being an NCAA violation never crossed \_\_\_\_\_ mind, as this would be something that any college student would take advantage of if they were traveling \_\_\_\_\_

**Indicate request. Check all that apply:**

Request for reinstatement

Self report of NCAA secondary violation (Level I)



**REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)**

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

**Please type or print.**

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference (ACC)
2. Sport: Football Division (of sport): I-FBS
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: \_\_\_\_\_, 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
16.02.3

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 2

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15. List all individuals involved in violation (including student-athletes and prospective student-athletes):

See attached.

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16. Describe facts of violation:

See attached.

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17. How was violation discovered?

See attached.

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18. List reasons violation occurred:

See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

See attached.

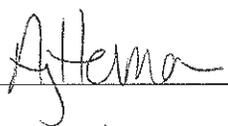
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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: 

---

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

---

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

---

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

---

Fax number: 919-962-6002

---

E-mail address: ajschae@unca.unc.edu

---

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_ Date: \_\_\_\_\_, 2010

Student-athlete's address \_\_\_\_\_

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



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6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining \_\_\_\_\_
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Request for Reinstatement and/or Self Report of  
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Page No. 2

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See attached.

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See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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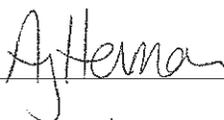
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**Signature:**

Signature of individual submitting request/report: 

---

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

---

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

---

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

---

Fax number: 919-962-6002

---

E-mail address: ajschae@unca.unc.edu

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Student-athlete name (please print) \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_

Date: \_\_\_\_\_ 2010

Student-athlete's address \_\_\_\_\_

Indicate request. Check all that apply:

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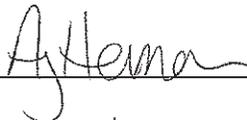
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Signature of individual submitting request/report: 

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Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

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E-mail address: ajschae@uncaa.unc.edu

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Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_ Date: \_\_\_\_\_, 2010

Student-athlete's address: \_\_\_\_\_



THE UNIVERSITY  
of NORTH CAROLINA  
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

PO BOX 2126  
ERNIE WILLIAMSON ATHLETIC CENTER  
450 SKIPPER BOWLES DR. (Delivery)  
CHAPEL HILL, NC 27515

T 919.962.6000  
F 919.962.7490  
www.tarheelblaze.com

, 2010

RICHARD A. BADDOUR  
Director of Athletics

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report a violation of NCAA Bylaw 16.02.3, *Extra Benefit*. During the time period from August 25, 2009 to July 23, 2010, football student-athletes at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( ) in the Academic Support Program for Student-Athletes. Because of provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations.

was employed by the Academic Support Program for Student-Athletes from

. During employment, was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes continued to seek academic assistance from

In September of 2009, was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from ; as a friend, free of charge. Moreover, the student-athletes were confident was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between student-athletes and , as well as the recollections of the student-athletes, we have estimated that assisted these three student-athletes for the following number of hours:

As a result of this violation, these student-athletes will be required to repay the value of this impermissible benefit to the charity of their choice. The rate used for these calculations is

(\$11/hour).

Additionally, all three student-athletes were withheld from competition. While we understand that the level of these benefits for these student-athletes would generally result in additional withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that the student-athletes' lack of culpability for the violation warrants relief from this additional penalty. Specifically, because the origin of the relationship was through the Academic Support Program for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from , it is logical that they would have assumed that it was permissible for them to continue receiving assistance from ; free of charge, as a friend and peer. (See attached for the student-athletes' responses to various questions concerning this issue.)

Finally, we ask for permission to establish a repayment plan for each student-athlete that will be completed for all three no later than

Based upon the repayment of the impermissible benefits and the withholding from competition, we ask that these student-athletes' eligibility be reinstated immediately.

Please contact my office with questions and concerns. Thank you for your time and consideration.

Sincerely,



Richard A. Baddour  
Director of Athletics

cc: Mr. Shane Lyons, Associate Commissioner, ACC  
Dr. Holden Thorp, Chancellor  
Ms. Lissa Broome, Faculty Athletics Representative  
Mr. Larry Gallo, Jr., Senior Associate Athletics Director  
Ms. Amy Herman, Assistant Athletics Director  
Mr. Paul Davis, Head Football Coach  
Mr. Corey Holliday, Associate Athletics Director

Name:

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for her assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

Signature: \_\_\_\_\_

Name:

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for \_\_\_\_\_ assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

Signature: \_\_\_\_\_

Name:

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use Tutor A after \_\_\_\_\_ was no longer employed by the university?
2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?
3. What if any rules education were you provided regarding seeking academic assistance?
4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

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Signature: \_\_\_\_\_

**Amy Herman - Re:**

---

**From:** Amy Herman  
**To:** Kelly Groddy  
**Date:** /2010 3:05 PM  
**Subject:** Re:  
**Attachments:** Answer.pdf

---

Kelly,

See answers below in red.

Amy

*Amy Herman*

Assistant AD for Compliance

University of North Carolina  
 Department of Athletics  
 PO Box 2126  
 Chapel Hill, NC 27515

919.962.7853 (office)

919.962.6002 (fax)

[ajschae@unca.unc.edu](mailto:ajschae@unca.unc.edu)

>>> "Groddy, Kelly" <kgroddy@ncaa.org> /2010 9:58 AM >>>

Amy,

I received the reinstatement request for the three identified SAs and just have a couple requests:

1. Bylaw cite – 16.11.2.1 – Can we add it?

**YES! Sorry... I promise that the rest of the requests that I submit will have this cite added!!!**

2. A couple facts from similar violation includes the following information and I would like to know if appropriate to include in this case – just trying to have some consistency when appropriate without making assumptions or errors:
  - a. Institution indicated during this time SAs continued receiving assistance from appropriate academic support staff in certain courses but also sought assistance from former tutor with writing or other courses that they did not have an assigned tutor is taken from facts for previous request. It seems is indicating this but wondering if appropriate to include for all three?

**: Did not have assigned study hall hours during . He did have tutor during**

**He attended sessions with each of these tutors.**

: Had assigned mentors in  
Did not have tutors specifically assigned to the courses in which he received assistance from  
, but did have assigned tutors for other courses during . He was a regular  
attendee at these assigned mentor/tutor sessions.

: Had assigned study hall hours, but no tutor was assigned to him in during

b. Had the three involved in this case ever been assigned to work with officially as  
assigned tutor or did it occur during open tutor hours or not at all?

c. Did socialize with and consider a friend or was it strictly limited to  
contact for academic purposes?

See attached.

d. In the initial review of actions/interactions with various SAs it was noted that  
following summer sessions during 2009, tutor,

I would like to include within facts as well

Yes, you can include this in the facts for these 3, as well.

3. Also, can you clarify that the SAs who were withheld from contests were otherwise eligible  
for competition pending reinstatement?

Technically, yes, they would have been NCAA-eligible for competition. However, as I mentioned on the  
phone Friday, we have academic concerns with all three of these student-athletes that we are  
currently addressing through letter (c) of the 9/6/2000 Academic Fraud official interpretation (but, as  
that interp states, these are not, at the current time, an eligibility issue).

Thanks and I did receive your email about timing of decision for  
afternoon.

– will be working on it this

Thanks. We appreciate it tremendously.

Kelly

Kelly Groddy

Associate Director Academic and Membership Affairs  
(317)917-6006  
(317)917-6736 (fax)

This email and any attachments may contain NCAA confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return email, delete this message and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

## Andre Williams - Question for

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**From:** Amy Herman  
**To:** Andre Williams  
**Date:** /2010 11:27 AM  
**Subject:** Question for

---

Andre,

Can you have [redacted] answer the below question that just came from the NCAA? If easiest, you can call him on the phone and just take down his answer and send it to me in an email.

Thanks,  
Amy

Did [redacted] socialize with [redacted] and consider [redacted] a friend or was it strictly limited to contact for academic purposes?

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

Please type or print.

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference
2. Sport: Football Division (of sport): One
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: \_\_\_\_\_, 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached Date violation discovered: See attached
14. Please indicate bylaw(s) involved in violation:  
16.02.3; 12.1.2.1.6;  
\_\_\_\_\_

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 2

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15. List all individuals involved in violation (including student-athletes and prospective student-athletes):

See attached.

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16. Describe facts of violation:

See attached.

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17. How was violation discovered?

See attached.

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18. List reasons violation occurred:

See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: A. Herman

Please print name and title of individual submitting request/report:

Amy Herman; Assistant AD for Compliance

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(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-962-7853

Fax number: 919-962-6002

E-mail address: ajschae@uncaa.unc.edu

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print) \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_ Date: \_\_\_\_\_, 2010

Student-athlete's address: \_\_\_\_\_



THE UNIVERSITY  
of NORTH CAROLINA  
at CHAPEL HILL

DEPARTMENT OF  
ATHLETICS

P.O. BOX 2126  
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CHAPEL HILL, NC 27515

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## REVISED REPORT

2010

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of NCAA Bylaw 16.02.3, *Extra Benefit*, Bylaw 16.11.2.1, *General Rule*, Bylaw 12.1.2.1.6, *Preferential Treatment*,

During the time period from August 25, 2009 to July 23, 2010, \_\_\_\_\_, football student-athlete at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( \_\_\_\_\_ ) in the Academic Support Program for Student-Athletes. Because of \_\_\_\_\_ provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations. Additionally, during \_\_\_\_\_ and \_\_\_\_\_ received additional benefits from \_\_\_\_\_ whom \_\_\_\_\_ did not befriend until after his enrollment at UNC as a football student-athlete (therefore not satisfying the pre-existing relationship standard).

### Extra Benefit - Tutoring Assistance

\_\_\_\_\_ was employed by the Academic Support Program for Student-Athletes from \_\_\_\_\_

During \_\_\_\_\_ employment, \_\_\_\_\_ was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

. Because of the existing friendships, some student-athletes continued to seek academic assistance from .

In September of 2009, was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from , as a friend, free of charge. Moreover, the student-athletes were confident was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between and , as well as his recollection, we have estimated that assisted by providing total hours of free-of-charge academic tutoring. At \$11/hour, , this results in an impermissible extra benefit totaling \$ . ( .)

### Preferential Treatment

met following his enrollment at UNC, when . Because and they began a friendship .

Prior to in was speaking with on the phone, and discussed various travel brought up the topic of plans. He and suggested that destinations of interest, and travel to . Plans were later made for to do so.

On the morning of to where and went to dinner, which was valued at \$ and paid for by . That night, .

The next day, drove to . Transportation benefits provided by to are estimated at \$ total, .

. The next nights were spent in the in a room . The \$ for the nights. However, it should be noted that during returned to Chapel Hill, NC on on to

(valued at \$

at the stayed night at the Subsequent to those first nights, followed by nights  
The first of these nights  
\$  
paid for these charges  
personally paid via personal debit card  
During visit to ate  
dinner on one occasion with The dinner was valued at \$ and was paid for  
by Additionally, given  
(valued at \$ ) by  
returned to Chapel Hill on

## Summary

In summary, we acknowledge that \_\_\_\_\_ has been the recipient of the following impermissible benefits over the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance ( \_\_\_\_\_ )
- 2) \$ \_\_\_\_\_ dinner in \_\_\_\_\_
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_
- 4) \$ \_\_\_\_\_ in transportation in \_\_\_\_\_
- 5) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 6) \$ \_\_\_\_\_ in \_\_\_\_\_ house in \_\_\_\_\_
- 7) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 8) \$ \_\_\_\_\_ in dinner expenses in \_\_\_\_\_
- 9) \$ \_\_\_\_\_ in \_\_\_\_\_ expenses for \_\_\_\_\_ in \_\_\_\_\_
- 10) \$ \_\_\_\_\_ in dinner and drink expenses throughout relationship with \_\_\_\_\_ (which has been reciprocated by \_\_\_\_\_ )

The total of these benefits is \$ \_\_\_\_\_. However, it should be carefully noted that \$ \_\_\_\_\_ of this was \_\_\_\_\_

With the remaining outstanding benefits of \$ \_\_\_\_\_, we further contend that the \$ \_\_\_\_\_ in lodging at \_\_\_\_\_, the \$ \_\_\_\_\_ in combined dinner expenses, the \$ \_\_\_\_\_ in free \_\_\_\_\_ and the \$ \_\_\_\_\_ in local transportation costs should not be expenses that should be required to repay. While we acknowledge that this relationship began as a result of \_\_\_\_\_

\_\_\_\_\_ we maintain that the \_\_\_\_\_ provided by \_\_\_\_\_ to \_\_\_\_\_ was the type that \_\_\_\_\_ (or anyone, actually) would have provided to any friend \_\_\_\_\_ as he states in his attached personal responses, did not see this as a benefit.

In other words, it is entirely reasonable (and, perhaps, socially expected) that a member of the general public, absent of any ties related to college athletics, would provide these minimal benefits to a friend \_\_\_\_\_

Therefore, as a result of this violation, \_\_\_\_\_ will be required to repay \$ \_\_\_\_\_ to the charity of his choice (in addition to the \$ \_\_\_\_\_ in tutoring expenses). We have also withheld from \_\_\_\_\_ competition.

While we understand that the level of these benefits for \_\_\_\_\_ would generally also result in further withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that his lack of culpability for the violations warrants partial relief from this penalty. Specifically with the tutoring assistance, because the origin of the relationship was through the Academic Support Program's for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from \_\_\_\_\_ it is logical that they would have assumed that it was permissible for them to continue receiving assistance from \_\_\_\_\_, free of charge, as a friend and peer. Additionally, it was logical for \_\_\_\_\_ to assume that it would be permissible for him to accept minimal expenses

Therefore, we assert that \_\_\_\_\_ culpability for these violations is minimal. His attached personal responses support these statements.

Finally, we ask for permission to establish a repayment plan for \_\_\_\_\_ that will be completed no later than \_\_\_\_\_

Based upon the repayment of the impermissible benefits, we ask that \_\_\_\_\_ eligibility be reinstated immediately.

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and \_\_\_\_\_ was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for her assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

9. How do you describe your relationship with \_\_\_\_\_ ?

10. Did you think it would be an NCAA violation for you to stay at \_\_\_\_\_ ? Why or why not?

11. Did you think it would be an NCAA violation for \_\_\_\_\_ to pay for/dinner for you while you were in \_\_\_\_\_ ?

12. For the rooms \_\_\_\_\_ ?

13. Do you know if \_\_\_\_\_ is an official booster of the University of North Carolina athletics department (by NCAA definition)?

Name: \_\_\_\_\_

1. Who suggested make trip to \_\_\_\_\_ and \_\_\_\_\_ ?
  
2. Are you provided rules education telling you that you can't receive things from individuals you are not related to?
  
3. Did you tell anyone at the institution before making \_\_\_\_\_ trip to \_\_\_\_\_ (e.g., coaches, tutor)? If so, who and what was discussed? If not, why not?
  
4. Given \_\_\_\_\_ paid for some of your expenses in \_\_\_\_\_ in \_\_\_\_\_, and the opportunity arose to \_\_\_\_\_, did you tell or ask anyone? If yes, who and what was discussed? If not, why not?
  
5. When were the details regarding \_\_\_\_\_ the \_\_\_\_\_ trips
  
6. What was your understanding regarding arranging and payment for expenses \_\_\_\_\_ during the trip and was this discussed with \_\_\_\_\_ ?
  
7. Did \_\_\_\_\_ indicate prior to traveling that he would pay for or provide anything? If so what?

8. Why were the arrangements for travel done this way?

9. Why were the charges split  
in \_\_\_\_\_ ?

10. After receiving \_\_\_\_\_ valued at almost \$ \_\_\_\_\_ from \_\_\_\_\_ in \_\_\_\_\_, did  
you wonder whether this was okay and whether you should ask if okay?

11. What did you think \_\_\_\_\_ does for a living?

12. Did you think \_\_\_\_\_ was an agent?

13. What did \_\_\_\_\_ tell you he did for a living?

14. Why did you think it was okay to take benefits from \_\_\_\_\_ and why did you think he was  
providing benefits to you?

15. Why do you think \_\_\_\_\_ wanted you to \_\_\_\_\_

Signature: \_\_\_\_\_

( and )

He first met on

They met while both at and, since they struck up a conversation and ultimately exchanged phone numbers.

and know each other (from ),

And, since centered on to for knows ; the two of them worked out the details, which meant that fully aware that would be paying the costs associated We assert that this is not dissimilar to regular college students in which

Prior to and were talking on the phone. mentioned to that he wanted to go somewhere fun for , since During the conversation, said that could later decided to do so.

When planning

It was always because, as stated himself in his interview, did not have So it was never anyone's belief that would actually for

Upon night and watched a game at a sports bar. They went to dinner that on but insisted That night, When asked how much

next day, The as had to go to While did meet provided no further expenses

for decided to As stated in his interview, this was

drove to  
where they  
indicated in his interview that he wanted to be for when it came to the  
Because of their friendship,

and  
went to offered to pay for his  
During their stay, mentioned to that had some offered  
accepted, and, as  
states, he did not realize (\$ total) and that just  
didn't states that he did not stay long,

As states in the responses to the questions posed him, he understood the extra benefit rule to mean that "you had to have a relationship with a person before you can receive something". The institution asserts that he did, in fact, have a relationship with that has blossomed over the past years to the point where it would certainly be defined by anyone as a friendship, thus meeting his understanding of the regulation. Additionally, in eyes,  
him everything that was  
not something that  
And, again as stated,  
these things that

While the institution certainly understands that every "benefit" has to have a dollar amount tied to it, we assert that did not understand at the time of his receipt of these benefits that this was the case, and that he was ultimately receiving \$ from We state this particularly since knew that would  
be responsible for all costs associated. Therefore, though we know that  
repayment of at least a portion of this amount will be necessary for his reinstatement, we believe that understanding of the application of the regulation warrants  
relief from additional withholding from competition.

Aj Hema

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

Please type or print.

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference (ACC)
2. Sport: Football Division (of sport): I-FBS
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: — \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: \_\_\_\_\_ 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
, 12.1.2.1.6,

15. List all individuals involved in violation (including student-athletes and prospective student-athletes):

See attached.

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16. Describe facts of violation:

See attached.

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17. How was violation discovered?

See attached.

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18. List reasons violation occurred:

See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

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20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached.

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22. Please list any relevant case precedent:

See attached.

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: AJ Herman

Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

Fax number: 919-962-6002

E-mail address: ajschae@unca.unc.edu

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_

Date: \_\_\_\_\_

2010

Student-athlete's address: \_\_\_\_\_



Additionally, at \_\_\_\_\_ on \_\_\_\_\_ met and spoke briefly with an \_\_\_\_\_. They spoke briefly and exchanged phone numbers. Over the course of \_\_\_\_\_, when \_\_\_\_\_ decided to plan a trip to \_\_\_\_\_, \_\_\_\_\_ called \_\_\_\_\_ and asked him \_\_\_\_\_, \_\_\_\_\_ did so, \_\_\_\_\_ (valued at \$ \_\_\_\_\_).

Upon \_\_\_\_\_ arrival \_\_\_\_\_ After \_\_\_\_\_ driving briefly around \_\_\_\_\_ is valued at \$ \_\_\_\_\_, \_\_\_\_\_ drove \_\_\_\_\_ to what \_\_\_\_\_ believes to have been a \_\_\_\_\_ provided with \_\_\_\_\_ The value of this benefit for \_\_\_\_\_ was \$ \_\_\_\_\_ At this point, \_\_\_\_\_, which \_\_\_\_\_ stated was the total cost of \_\_\_\_\_

\_\_\_\_\_ the Institution and the NCAA Enforcement Staff have been unable to obtain any more information surrounding his interest in a relationship with \_\_\_\_\_. Therefore, absent of any evidence otherwise, we are obligated to consider this a preferential treatment violation.

### Summary

In summary, we acknowledge that \_\_\_\_\_ received a total of \$ \_\_\_\_\_ in impermissible benefits in 2010:

- 1) \$ \_\_\_\_\_ in meal expenses during \_\_\_\_\_ (\_\_\_\_\_)
- 2) \$ \_\_\_\_\_ in \_\_\_\_\_ expenses in \_\_\_\_\_ (\_\_\_\_\_)
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_ during \_\_\_\_\_ (12.1.2.1.6)
- 4) \$ \_\_\_\_\_ in \_\_\_\_\_ charges in \_\_\_\_\_ (12.1.2.1.6); (\$ \_\_\_\_\_ covered by \_\_\_\_\_)
- 5) \$ \_\_\_\_\_ in local transportation costs in \_\_\_\_\_ (12.1.2.1.6)

6) \$ [redacted] in [redacted] ; in [redacted] (12.1.2.1.6)

Because

[redacted] leaving [redacted] with \$ [redacted] in [redacted] received and unpaid [redacted] associated with the trip to [redacted]. Additionally, he has [redacted] to the Department of Athletics. Therefore, the outstanding benefit for which he will be required to repay to the charity of his choice is \$ [redacted] (meal expenses from [redacted] and [redacted] expenses). We ask for permission to establish a repayment plan for [redacted] that will be completed no later than [redacted]. Additionally, we have withheld [redacted] from [redacted] competition and will withhold him from [redacted] contests, resulting in a [redacted] withholding condition.

While we understand that, per Student-Athlete Reinstatement Guidelines, the [redacted] and the impermissible benefits provided to [redacted] generally have withholding conditions associated with each separately (minimum of [redacted] % and [redacted] % respectively), we believe that [redacted] % withholding is unduly harsh and request that a portion of these withholding conditions be applied concurrently, due to the limited amount that must be repaid (\$ [redacted]) and also due to the circumstances behind the [redacted], as follows:

1. [redacted]
2. [redacted]
3. [redacted]

Therefore, based upon the repayment of the impermissible benefits and the [redacted] % withholding condition, we ask that [redacted] eligibility be reinstated.

Name:

1) . . . . .

Signature: \_\_\_\_\_

Name:

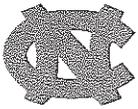
- 2) At the time that you received the benefits, were you aware that you were violating NCAA legislation?

Signature: \_\_\_\_\_

Name:

- 3) Do you remember rules education you received regarding accepting gifts from people other than family member?

Signature: \_\_\_\_\_



THE UNIVERSITY  
of NORTH CAROLINA  
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

PO BOX 2126  
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CHAPEL HILL, NC 27515

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F 919.962.7490  
www.tarheelblue.com

2010

RICHARD A. BADDOUR  
Director of Athletics

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report a violation of NCAA Bylaw 16.02.3, *Extra Benefit*. During the time period from August 25, 2009 to July 23, 2010, football student-athletes at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( ) in the Academic Support Program for Student-Athletes. Because of provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations.

was employed by the Academic Support Program for Student-Athletes from

During employment, was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes continued to seek academic assistance from

In September of 2009, was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from as a friend, free of charge. Moreover, the student-athletes were confident was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between student-athletes and as well as the recollections of the student-athletes, we have estimated that assisted these two student-athletes for the following number of hours:

As a result of this violation, these student-athletes will be required to repay the value of this impermissible benefit to the charity of their choice. The rate used for these calculations is

(\$11/hour).

Additionally, while we understand that the level of these benefits for these student-athletes would generally also result in withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that the student-athletes' lack of culpability for the violation warrants relief from this penalty. Specifically, because the origin of the relationship was through the Academic Support Program's for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from \_\_\_\_\_, it is logical that they would have assumed that it was permissible for them to continue receiving assistance from \_\_\_\_\_, free of charge, as a friend and peer.

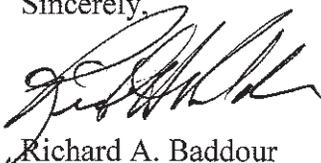
Finally,

we ask for permission to establish a repayment plan for each student-athlete that will be completed for both no later than \_\_\_\_\_.

Based upon the repayment of the impermissible benefits, we ask that these student-athletes' eligibility be reinstated immediately.

Please contact my office with questions and concerns. Thank you for your time and consideration.

Sincerely,



Richard A. Baddour  
Director of Athletics

cc: Mr. Shane Lyons, Associate Commissioner, ACC  
Dr. Holden Thorp, Chancellor  
Ms. Lissa Broome, Faculty Athletics Representative  
Mr. Larry Gallo, Jr., Senior Associate Athletics Director  
Ms. Amy Herman, Assistant Athletics Director  
Mr. Paul Davis, Head Football Coach  
Mr. Corey Holliday, Associate Athletics Director

**Indicate request. Check all that apply:**

Request for reinstatement

Self report of NCAA secondary violation (Level I)



**REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)**

For Use by Member Institutions and Conferences Only

This form must be completed and all required documentation must be submitted before the NCAA student-athlete reinstatement staff or secondary enforcement staff may act on the request/report.

Please note that all decisions issued by the student-athlete reinstatement staff may be appealed to the Division-specific Committee on Student-Athlete Reinstatement. In addition, if reinstatement is requested, the reinstatement request will be processed first then forwarded to the secondary enforcement staff.

**Please type or print.**

1. Applicant institution: University of North Carolina at Chapel Hill Conference: Atlantic Coast Conference
2. Sport: Football Division (of sport): One
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: \_\_\_\_\_, 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
Date of initial-collegiate enrollment at applicant institution, if different: \_\_\_\_\_
10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached Date violation discovered: See attached
14. Please indicate bylaw(s) involved in violation:  
16.02.3



21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

See attached

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22. Please list any relevant case precedent:

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**Please note that regardless if the involved student-athlete(s) signed a Buckley form at the start of the year, the last page (student-athlete's signature and address) of this application must be completed and returned. Please note that many cases include supporting documentation that must be included for the reinstatement case or secondary infraction to be processed. Please include all supporting documentation with this application when submitting the information to the NCAA staff.**

- **If reinstatement is required, this application along with all supporting documentation should be sent to Jennifer Henderson, director of membership services/student-athlete reinstatement. Fax No.: 317/917-6736.**
- **If reinstatement is not required, this application along with all supporting documentation should be sent to Chris Strobel, director of enforcement for secondary infractions. Fax No.: 317/917-6059.**

**Signature:**

Signature of individual submitting request/report: 

---

Please print name and title of individual submitting request/report:

Amy Herman; Assistant AD for Compliance

---

(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

---

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-962-4738

---

Fax number: 919-962-6002

---

E-mail address: ajschae@uncaa.unc.edu

---

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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**To be completed by student-athlete:**

**Buckley Statement.** I give my consent to disclose to authorized representatives of this institution, its athletics conference (if any) and the NCAA any documents or information pertaining to my NCAA eligibility. Additionally, I give my consent to the NCAA to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to explain the NCAA's decision regarding this (waiver) (reinstatement) request without such disclosure constituting a violation of my rights under the Family Educational Rights and Privacy Act.

Student-athlete name (please print): \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_ Date: \_\_\_\_\_

Student-athlete's address: \_\_\_\_\_

Indicate request. Check all that apply:

Request for reinstatement

Self report of NCAA secondary violation (Level I)



REQUEST FOR REINSTATEMENT AND/OR  
SELF REPORT OF NCAA SECONDARY VIOLATION (Level I)

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Please type or print.

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2. Sport: Football Division (of sport): One
3. Student-athlete's name: \_\_\_\_\_
4. Student-athlete's SSN: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Date of high school graduation: \_\_\_\_\_
7. Seasons of competition remaining: \_\_\_\_\_
8. Student-athlete's next scheduled contest or date of competition: 2010
9. Student-athlete's status.  
Date of initial-collegiate enrollment: \_\_\_\_\_  
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10. Was the student-athlete recruited? Yes
11. Is the student-athlete on athletically related financial aid? Yes
12. Please list all institutions student-athlete attended:  
University of North Carolina at Chapel Hill  
\_\_\_\_\_  
\_\_\_\_\_
13. Date violation occurred: See attached Date violation discovered: See attached
14. Please indicate bylaw(s) involved in violation:  
16.02.3

15. List all individuals involved in violation (including student-athletes and prospective student-athletes):  
See attached.

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16. Describe facts of violation:  
See attached.

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17. How was violation discovered?  
See attached.

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18. List reasons violation occurred:  
See attached.

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19. Has the institution declared the student-athlete ineligible? Yes

20. If the institution has declared the student-athlete ineligible and is requesting reinstatement, please list all mitigation present in the violation. Include assessment of the student-athlete's responsibility for the violation:

See attached.

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21. List any self-imposed institutional action and/or conference action (including corrective actions, sanctions or conditions imposed on the student-athlete's eligibility):

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**Signature:**

Signature of individual submitting request/report: 

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Please print name and title of individual submitting request/report:

Amy Herman; Assistant AD for Compliance

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(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

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Name and title of institutional contact person: Amy Herman

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Telephone number: 919-962-4738

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E-mail address: ajschae@uncaa.unc.edu

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Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 4

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Student-athlete name (please \_\_\_\_\_

Signature (student-athlete): \_\_\_\_\_

Date: \_\_\_\_\_

Student-athlete's address \_\_\_\_\_

I spoke with \_\_\_\_\_ and Beth Bridger (football's primary academic counselor). The following includes the information they provided:

- 1) Had tutors during \_\_\_\_\_. These tutor services were available several times throughout the week, and he utilized them throughout the \_\_\_\_\_.
- 2) Did not have required study hall hours, but, as stated above, did have assigned tutors in \_\_\_\_\_.
- 3) Would seek assistance from \_\_\_\_\_ with writing assignments/papers, as he did not have assigned tutors in these courses. He would not seek \_\_\_\_\_ assistance in the courses for which he had other assigned tutors.
- 4) \_\_\_\_\_

- 1) \_\_\_\_\_ he was assigned a tutor in \_\_\_\_\_.

Beth stated that he did utilize these tutors for assistance in these courses.

- 2) He had assigned study hall hours \_\_\_\_\_.
- 3) Stated that he would seek assistance from \_\_\_\_\_ primarily in the \_\_\_\_\_ courses in which he did not have an assigned tutor.
- 4) \_\_\_\_\_

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?

2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?

3. What if any rules education were you provided regarding seeking academic assistance?

4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and \_\_\_\_\_ was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for her assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

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Self report of NCAA secondary violation (Level I)



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13. Date violation occurred: See attached. Date violation discovered: See attached.
14. Please indicate bylaw(s) involved in violation:  
16.02.3; 12.1.2.1.6;

Request for Reinstatement and/or Self Report of  
NCAA Secondary Violation (Level I)  
Page No. 2

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See attached.

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16. Describe facts of violation:

See attached.

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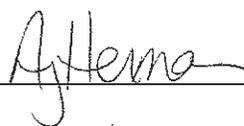
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**Signature:**

Signature of individual submitting request/report: 

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Please print name and title of individual submitting request/report:

Amy Herman, Asst. AD for Compliance

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(The report must be submitted by the institution's chief executive officer, faculty athletics representative, director of athletics, senior woman administrator or the individual designated on campus to handle compliance.)

**Contact Information:**

Name and title of institutional contact person: Amy Herman

---

(Note: All correspondence regarding this waiver will be directed to the contact person.)

Telephone number: 919-260-4669

---

Fax number: 919-962-6002

---

E-mail address: ajschae@unca.unc.edu

---

**To be completed by student-athlete:**

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Student-athlete name (please print):

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Signature (student-athlete):

Date: \_\_\_\_\_, 2010

Student-athlete's address: \_\_\_\_\_

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THE UNIVERSITY  
of NORTH CAROLINA  
at CHAPEL HILL

DEPARTMENT OF ATHLETICS

PO BOX 2126  
ERNIE WILLIAMSON ATHLETIC CENTER  
450 SKIPPER BOWLES DR. (Delivery)  
CHAPEL HILL, NC 27515

T 919.962.6000  
F 919.962.7490  
www.tarheelblue.com

, 2010

RICHARD A. BADDOUR  
Director of Athletics

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of NCAA Bylaw 16.02.3, *Extra Benefit*, Bylaw 12.1.2.1.6, *Preferential Treatment*,

During the time period from August 25, 2009 to July 23, 2010, \_\_\_\_\_, football student-athlete at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( \_\_\_\_\_ ) in the Academic Support Program for Student-Athletes. Because of \_\_\_\_\_ provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations. Additionally, on a trip to \_\_\_\_\_ during \_\_\_\_\_, \_\_\_\_\_ received additional benefits from \_\_\_\_\_, whom \_\_\_\_\_ did not befriend until after his enrollment at UNC as a football student-athlete (therefore not satisfying the pre-existing relationship standard).

#### **Extra Benefit - Tutoring Assistance**

\_\_\_\_\_ was employed by the Academic Support Program for Student-Athletes from \_\_\_\_\_.

1. During \_\_\_\_\_ employment, \_\_\_\_\_ was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes have continued to seek academic assistance from \_\_\_\_\_.

In September of 2009, [redacted] was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that [redacted] should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with [redacted] as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from [redacted]; as a friend, free of charge. Moreover, [redacted], the student-athletes were confident [redacted] was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between [redacted] and [redacted], as well as his recollection, we have estimated that [redacted] assisted [redacted] by providing [redacted] total hours of free-of-charge academic tutoring. At \$11/hour, [redacted], this results in an impermissible extra benefit totaling \$ [redacted].

### Preferential Treatment

[redacted] met [redacted] following his enrollment at UNC, when [redacted]. During the [redacted], [redacted] and [redacted] made plans for [redacted] to travel to [redacted] during [redacted].

On the morning of [redacted], [redacted] to [redacted], where [redacted] in his personal car. That evening, they [redacted] and went to dinner, which was valued at \$ [redacted] and paid for by [redacted]. That night, [redacted].

The next day, [redacted] drove [redacted] to [redacted]. Transportation benefits provided by [redacted] to [redacted] are estimated at \$ [redacted]. The next [redacted] nights were spent in the [redacted] in a room [redacted] \$ [redacted] for the [redacted] nights.

Importantly, though, during [redacted], [redacted] returned to Chapel Hill, NC on [redacted].

Additionally, in [redacted], [redacted] traveled to [redacted] and, while there, received lodging [redacted] and transportation from [redacted]. Because no prior relationship existed specifically between [redacted] and [redacted], this lodging (2 nights at \$ [redacted]/night) and local transportation (\$ [redacted]) was impermissible.



## Summary

In summary, we acknowledge that \_\_\_\_\_ has been the recipient of the following impermissible benefits over the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance
- 2) \$ \_\_\_\_\_ dinner in \_\_\_\_\_
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 4) \$ \_\_\_\_\_ in \_\_\_\_\_ transportation in \_\_\_\_\_
- 5) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 6) \$ \_\_\_\_\_ in lodging in \_\_\_\_\_ in \_\_\_\_\_
- 7) \$ \_\_\_\_\_ in local transportation in \_\_\_\_\_ in \_\_\_\_\_
- 8) \$ \_\_\_\_\_ in transportation costs in \_\_\_\_\_ in \_\_\_\_\_
- 9) \$ \_\_\_\_\_ in dinner and drink expenses throughout relationship with \_\_\_\_\_ (which has been reciprocated by \_\_\_\_\_)
- 10) \$ \_\_\_\_\_ in \_\_\_\_\_ costs to \_\_\_\_\_ in \_\_\_\_\_
- 11) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 12) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_

The total of these benefits is \$ \_\_\_\_\_. However, \$ \_\_\_\_\_ was \_\_\_\_\_. With regard to the remaining outstanding benefits of \$ \_\_\_\_\_, we further contend that the \$ \_\_\_\_\_ in dinner expenses and \$ \_\_\_\_\_ in local transportation costs provided by \_\_\_\_\_, and the \$ \_\_\_\_\_ in lodging and \$ \_\_\_\_\_ in local transportation provided by \_\_\_\_\_ are not expenses that should be required to repay. While we acknowledge that these relationship began as a result of \_\_\_\_\_

\_\_\_\_\_, we maintain that the \_\_\_\_\_ provided by \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ was the type that they (or anyone, actually) would have provided to any friend who was \_\_\_\_\_. \_\_\_\_\_, as he states in his attached personal responses, did not believe this would be impermissible. Rather, it is entirely reasonable (and, perhaps, socially expected) that a member of the general public, absent of any ties related to college athletics, would provide these minimal benefits to a friend

Therefore, as a result of this violation, \_\_\_\_\_ will be required to repay \$ \_\_\_\_\_ to the charity of his choice. We have also already withheld \_\_\_\_\_ from \_\_\_\_\_ competition.

While we understand that the level of these benefits for these student-athletes would generally also result in further withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that \_\_\_\_\_ lack of culpability for the violations warrants partial relief from this penalty. Specifically with the tutoring assistance, because the origin of the relationship was through the Academic Support Program for Student-Athletes and the student-athletes were not specifically told that they could not continue to receive assistance from \_\_\_\_\_ it is understandable that they would have assumed that it was permissible for them to continue receiving assistance from \_\_\_\_\_; free of charge, as a friend and peer. Additionally, it was logical for \_\_\_\_\_ to assume that it would be permissible for him to accept minimal \_\_\_\_\_ expenses

Therefore, we assert that \_\_\_\_\_ culpability for these violations is minimal. His attached personal responses support these statements.

Finally, because of the level of repayment required, we ask for permission to establish a repayment plan for \_\_\_\_\_ that will be completed no later than \_\_\_\_\_.

Based upon the repayment of the impermissible benefits, we ask that \_\_\_\_\_ eligibility be reinstated immediately.

Name:

1. Were you ever informed by \_\_\_\_\_ or anyone else prior to discovery of this violation that you could not use \_\_\_\_\_ after \_\_\_\_\_ was no longer employed by the university?
2. Why didn't you use institutional resources and instead went to \_\_\_\_\_ ?
3. What if any rules education were you provided regarding seeking academic assistance?
4. Please explain and describe relationship with \_\_\_\_\_

5. Did you ever tell anyone in the athletic or advising department that you were continuing to get assistance from \_\_\_\_\_ after \_\_\_\_\_ ?

6. Did you ever ask anyone whether you could continue to use \_\_\_\_\_ after \_\_\_\_\_ and was no longer employed by university?

7. Did you offer to pay \_\_\_\_\_ during 2009-10 for \_\_\_\_\_ assistance after \_\_\_\_\_ employment had ended?

8. Did you initiate request for continued academic assistance or did \_\_\_\_\_ offer to help?

9. How do you describe your relationship with \_\_\_\_\_ ?

10. Did you think it would be an NCAA violation for \_\_\_\_\_ to pay for dinner for you while you were in \_\_\_\_\_ ?

11. For the rooms that \_\_\_\_\_

12. Do you know if \_\_\_\_\_ is an official booster of the University of North Carolina athletics department (by NCAA definition)?

Name: \_\_\_\_\_

1. Who suggested make trip to \_\_\_\_\_ and stay with \_\_\_\_\_ ?
2. Are you provided rules education telling you that you can't receive things from individuals you are not related to?
3. Did you tell anyone at the institution before making \_\_\_\_\_ trip to \_\_\_\_\_ (e.g., coaches, tutor)? If so, who and what was discussed? If not, why not?
4. When were the details regarding \_\_\_\_\_ for the \_\_\_\_\_ trip to \_\_\_\_\_ ;?
5. What was your understanding regarding arranging and payment for expenses during the trip and was this discussed with \_\_\_\_\_ ? Did he indicate prior to traveling that he would pay for or provide anything? If so what?
6. Why were the arrangements for travel done this way?
7. What did you think \_\_\_\_\_ does for a living?

8. Did you think [redacted] was an agent?

9. What did [redacted] tell you he did for a living?

10. Why did you think it was okay to take benefits from [redacted] and why did you think he was providing benefits to you?

11. Why do you think [redacted] wanted you to [redacted]?

12. Had you met [redacted] prior to going to [redacted]? If not, why did you think it was okay to [redacted] someone you don't know?

13. Please provide some context or background information on how you end up in [redacted] and [redacted]?

14. Why were you accepting benefits and arrangements from [redacted] while traveling?

15. Why do you think [redacted] was traveling with you and providing benefits?

and

**General**

**Trip Information**

The trip to \_\_\_\_\_ was jointly discussed by \_\_\_\_\_ . They knew that there was \_\_\_\_\_ , and, since they were all free, they decided to go. During the discussion,

\_\_\_\_\_ On the day of the departure,

\_\_\_\_\_ learned of this change when \_\_\_\_\_ At that time, \_\_\_\_\_ saw that

\_\_\_\_\_ did not believe it would be an NCAA violation to

**Relationship Information**

and

\_\_\_\_\_ met \_\_\_\_\_ before his \_\_\_\_\_ year.

\_\_\_\_\_ met \_\_\_\_\_ and \_\_\_\_\_ through \_\_\_\_\_ , and will go \_\_\_\_\_ with \_\_\_\_\_ on occasion, as well.

While \_\_\_\_\_ had met \_\_\_\_\_ on occasion and “seen him around” in Chapel Hill, \_\_\_\_\_ have a personal relationship with \_\_\_\_\_ . \_\_\_\_\_ and \_\_\_\_\_ had a friendship with \_\_\_\_\_ , stemming from \_\_\_\_\_ , so

\_\_\_\_\_ . The fact that \_\_\_\_\_ was a \_\_\_\_\_ was not the reason \_\_\_\_\_ . Rather, it was because he was someone that \_\_\_\_\_ knew and was willing to ask for a favor. The thought of it being an NCAA violation never crossed \_\_\_\_\_ mind, as this would be something that any college student would take advantage of if they were traveling



## REVISED REPORT

, 2010

Jennifer Henderson  
Director of Student-Athlete Reinstatement  
National Collegiate Athletic Association  
P.O. Box 6222  
Indianapolis, IN 46206-6222

Dear Ms. Henderson:

I write to report violations of NCAA Bylaw 16.02.3, *Extra Benefit*, Bylaw 16.11.2.1, *General Rule*, Bylaw 12.1.2.1.6, *Preferential Treatment*,

During the time period from August 25, 2009 to July 23, 2010, \_\_\_\_\_, football student-athlete at The University of North Carolina at Chapel Hill (UNC), received academic tutoring assistance, at no charge, from a former mentor/tutor ( \_\_\_\_\_ ) in the Academic Support Program for Student-Athletes. Because of \_\_\_\_\_ provision of these benefits to student-athletes, the former tutor has been identified as a representative of athletics interests, thus resulting in a violation of extra benefit regulations. Additionally, on a trip to \_\_\_\_\_ during \_\_\_\_\_, \_\_\_\_\_ received additional benefits from \_\_\_\_\_, whom \_\_\_\_\_ did not befriend until after his enrollment at UNC as a football student-athlete (therefore not satisfying the pre-existing relationship standard).

### **Extra Benefit - Tutoring Assistance**

\_\_\_\_\_ was employed by the Academic Support Program for Student-Athletes from \_\_\_\_\_. During \_\_\_\_\_ employment, \_\_\_\_\_ was assigned as either a mentor or a tutor to 25 football student-athletes and developed solid tutoring relationships and friendships with them during this time.

Following the summer sessions of 2009

Because of the existing friendships, some student-athletes have continued to seek academic assistance from \_\_\_\_\_.

In September of 2009, [redacted] was explicitly informed in writing by Robert Mercer, Director of the Academic Support Program and Susan Maloy, Assistant Athletics Director for Certification and Eligibility, that [redacted] should not continue to assist UNC student-athletes with their academics; however, the student-athletes were not given this same directive. Because the student-athletes had developed friendships with [redacted] as a fellow college student, the student-athletes did not believe it was impermissible for them to receive academic assistance from [redacted], as a friend, free of charge. Moreover, [redacted] the student-athletes were confident [redacted] was knowledgeable of the rules for providing permissible academic assistance.

Based on records of emails between [redacted] and [redacted], as well as his recollection, we have estimated that [redacted] assisted [redacted] by providing [redacted] total hours of free-of-charge academic tutoring. At \$11/hour, [redacted], this results in an impermissible extra benefit totaling \$ [redacted]. ([redacted].)

### Preferential Treatment

[redacted] met [redacted] following his enrollment at UNC, when [redacted]. During the [redacted], [redacted] and [redacted] made plans for [redacted] to travel to [redacted] during [redacted].

On the morning of [redacted], [redacted] to [redacted], where [redacted] in his personal car. That evening, they [redacted] and went to dinner, which was valued at \$ [redacted] and paid for by [redacted]. That night, [redacted].

The next day, [redacted] drove [redacted] to [redacted]. Transportation benefits provided by [redacted] to [redacted] are estimated at \$ [redacted] total, [redacted]. The next [redacted] nights were spent in the [redacted] in a room [redacted] \$ [redacted] for the [redacted] nights. Importantly, though, during [redacted], [redacted] returned to Chapel Hill, NC on [redacted].

Additionally, in [redacted], [redacted] traveled to [redacted] and, while there, received lodging [redacted] and transportation from [redacted]. Because no prior relationship existed specifically between [redacted], and [redacted], this lodging (2 nights at \$ [redacted]/night, [redacted]).

and local transportation (\$ , was impermissible.

■

## Summary

In summary, we acknowledge that \_\_\_\_\_ has been the recipient of the following impermissible benefits over the past \_\_\_\_\_ months:

- 1) \$ \_\_\_\_\_ in tutoring assistance ( \_\_\_\_\_ )
- 2) \$ \_\_\_\_\_ dinner in \_\_\_\_\_
- 3) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 4) \$ \_\_\_\_\_ in \_\_\_\_\_ transportation in \_\_\_\_\_
- 5) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 6) \$ \_\_\_\_\_ in lodging in \_\_\_\_\_ in \_\_\_\_\_
- 7) \$ \_\_\_\_\_ in local transportation in \_\_\_\_\_ in \_\_\_\_\_
- 8) \$ \_\_\_\_\_ in transportation costs in \_\_\_\_\_ in \_\_\_\_\_
- 9) \$ \_\_\_\_\_ in dinner and drink expenses throughout relationship with \_\_\_\_\_ (which has been reciprocated by \_\_\_\_\_ )
- 10) \$ \_\_\_\_\_ in \_\_\_\_\_ costs to \_\_\_\_\_ in \_\_\_\_\_
- 11) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_
- 12) \$ \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_ in \_\_\_\_\_

The total of these benefits is \$ \_\_\_\_\_. However, \$ \_\_\_\_\_ was \_\_\_\_\_. With regard to the remaining outstanding benefits of \$ \_\_\_\_\_, we further contend that the \$ \_\_\_\_\_ in dinner expenses and \$ \_\_\_\_\_ in local transportation costs provided by \_\_\_\_\_, and the \$ \_\_\_\_\_ in lodging and \$ \_\_\_\_\_ in local transportation provided by \_\_\_\_\_ are not expenses that should be required to repay. While we acknowledge that these relationship began as a result of \_\_\_\_\_, \_\_\_\_\_, we maintain that the \_\_\_\_\_ provided by \_\_\_\_\_ and \_\_\_\_\_

to \_\_\_\_\_ was the type that they (or anyone, actually) would have provided to any friend \_\_\_\_\_, as he states in his attached personal responses, did not believe this would be impermissible. Rather, it is entirely reasonable (and, perhaps, socially expected) that a member of the general public, absent of any ties related to college athletics, would provide these minimal benefits to a friend \_\_\_\_\_.

Therefore, as a result of this violation, \_\_\_\_\_ will be required to repay \$ \_\_\_\_\_ to the charity of his choice. We have also already withheld \_\_\_\_\_ from \_\_\_\_\_ competition.

While we understand that the level of these benefits for \_\_\_\_\_ would generally also result in further withholding conditions (per Student-Athlete Reinstatement Guidelines), we assert that \_\_\_\_\_ lack of culpability for the violations warrants partial relief from this penalty. Specifically with the tutoring assistance, because the origin of the relationship was through the Academic Support Program for Student-Athletes and \_\_\_\_\_ was not specifically told that he could not continue to receive assistance from \_\_\_\_\_ it is understandable that he would have assumed that it was permissible for him to continue receiving assistance from \_\_\_\_\_, free of charge, as a friend and peer. Additionally, it was logical for \_\_\_\_\_ to assume that it would be permissible for him to accept minimal \_\_\_\_\_ expenses.

Therefore, we assert that \_\_\_\_\_ culpability for these violations is minimal. His attached personal responses support these statements.

Finally, because of the level of repayment required, we ask for permission to establish a repayment plan for \_\_\_\_\_ that will be completed no later than \_\_\_\_\_.

Based upon the repayment of the impermissible benefits, we ask that \_\_\_\_\_ eligibility be reinstated immediately.

Institution Questions/Clarifications.

1. What rules education is provided to current student-athletes specific to benefits from alumni and former players?

We tell student-athletes that they can receive occasional meals from boosters, but that they must seek our permission first. We have also educated them about receiving free or reduced services, meals, etc. in the locale of the institution (given their popularity) from local businesses/entities that they will encounter on a daily basis. We also tell them, generally speaking, not to accept anything from anyone without asking first. But we have not, in the past, specifically stated that this would include former players with whom they have developed friendships as teammates or through team alumni functions. This will change going forward.

2. What rules education is provided to alumni specific to benefits from and interaction with current student-athletes? Were \_\_\_\_\_ included in any educational efforts?

Our rules education materials are provided to entities through our Rams Club (booster club) membership email listserve, through our Ticket Office listserve (including all email addresses in our Ticket Office system), as well as through our Marketing Office "blast" program for fans that have registered to receive such updates.

Since \_\_\_\_\_ are not included in any of these listserves, they did not receive any of this educational material.

3. When were \_\_\_\_\_ enrolled and student-athletes at University of North Carolina?

4. Was the institution aware \_\_\_\_\_ with interacting with current student-athletes prior to discovery of the violations?

No, the institution was not aware that student-athletes were interacting with these individuals prior to the interviews conducted on campus by the AGA staff.

5. Please provide background/context regarding \_\_\_\_\_ trip.

We were not aware of this trip, so this information will be provided by \_\_\_\_\_ in the answers to his questions.

*Statement of Facts*

**Onset of Relationship:** Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_ met through \_\_\_\_\_

Student-Athlete \_\_\_\_\_ describes Friend \_\_\_\_\_ as \_\_\_\_\_ Student-Athlete \_\_\_\_\_ met Friend \_\_\_\_\_ through \_\_\_\_\_ Student-Athlete \_\_\_\_\_ is not aware of \_\_\_\_\_

1. During the course of Student-Athlete \_\_\_\_\_'s friendship with Friend \_\_\_\_\_, Friend \_\_\_\_\_ has bought Student-Athlete \_\_\_\_\_ a couple of dinners and, occasionally, some drinks at a club. Sometimes Student-Athlete \_\_\_\_\_ pays for Friend \_\_\_\_\_'s meals, drinks, or parking as well. Friend \_\_\_\_\_ has never provided travel expenses (except as noted in #5 below) or apparel to Student-Athlete \_\_\_\_\_.

2.

3. \_\_\_\_\_ Trip,

a. On \_\_\_\_\_, Student-Athlete \_\_\_\_\_ traveled to \_\_\_\_\_ with Friend \_\_\_\_\_ Friend \_\_\_\_\_ paid for \_\_\_\_\_.

b. \_\_\_\_\_ nights were spent at \_\_\_\_\_

c. On \_\_\_\_\_ night, they went to \_\_\_\_\_, a club in \_\_\_\_\_. Student-Athlete \_\_\_\_\_ paid for \_\_\_\_\_ own drinks and food. Friend \_\_\_\_\_ did not pay for anything for Student-Athlete \_\_\_\_\_.

d. On \_\_\_\_\_, Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_ went to the \_\_\_\_\_

e. On \_\_\_\_\_ night, Friend \_\_\_\_\_ dinner for Student-Athlete \_\_\_\_\_ and drove \_\_\_\_\_ to the \_\_\_\_\_

dinner

Student-Athlete paid for own meals at this dinner.

f.

g. Student-Athlete then went out with Friend and his friends that evening. They went to a strip club. Student-Athlete paid his own \$ cover charge. Friend might have bought a couple of drinks.

h.

4. Trip,

a. , Student-Athlete traveled to to meet Friend and Friend arrived in on . Student-Athlete stated that

b. Student-Athlete spent one night Student-Athlete believes that The second night Student-Athlete stayed with

c. On , Student-Athlete attended . He received from Friend and otherwise did not pay to It is not clear whether Friend or Friend paid for

d. On Student-Athlete attended with Friends and , and did not need They spent time upstairs.

e. During , Student-Athlete paid for his meals. If he was with a group, they would order and pitch in money and Student-Athlete said he would give however much it was for his meals.

5. Other Agent-Related Issues

a.

b. Student-Athlete    acknowledged that two of his teammates have told him to “be careful” regarding Friend    .

c. Student-Athlete    stated that he sets up his own meetings with agents and financial advisors,

d. Student-Athlete    is not aware of Friend    having any

                                 Student-Athlete    stated that Friend    has never offered to work for him or pay for things while he is still in college,

e.

## *Institution's Position*

### **Situational Information**

Student-Athlete received the following benefits: a to (on the trip to ) and in (on the trip back to Chapel Hill), nights' lodging in in , possibly two drinks from Friend night's lodging at in in , and possibly in presumably paid for by Friend .

### **Institutional Analysis**

We believe that the minimal social benefits described above that were provided to Student-Athlete by Friends were logical and permissible given the friendships that have developed among these individuals. Similarly, given , it was logical and permissible for Student-Athlete during a trip they took to and for Friend to pay for a couple drinks for Student-Athlete when they were out as a group.

It has become apparent through this process that

Therefore, we acknowledge that Student-Athlete has impermissibly accepted minimal benefits from Friend . These benefits include the provision of trip to and the receipt of , although it is not clear that Friend paid for the .

We also acknowledge that Student-Athlete has received dinners and drinks at clubs on occasion, as well as the fronting of money for . While we acknowledge that these benefits might still technically result in a violation, we wish to make clear that these benefits have been reciprocated or repaid to Friend , resulting in no outstanding "benefit" to Student-Athlete .

Although we make these acknowledgements regarding these violations, we will, through the reinstatement process, provide mitigation to support the fact that Student-Athlete is not personally aware that therefore, did not knowingly commit this violation. While it is evident that Student-Athlete has consistently asserted that he is aware of NCAA legislation in this regard and that

We believe only that he violated by innocently befriending

and accepting minimal benefits from an individual

## *Statement of Facts*

**Onset of Relationship:** Student-Athlete and Friend have been friends since high school, when Friend was and Student-Athlete was . Because Friend had been , he took Student-Athlete “under his wing”. Friend became Student-Athlete’s mentor and closest friend. Even after he , Friend continued to check in with Student-Athlete to make sure he was progressing academically and athletically as he should.

**History of Benefits:** After Friend , and then when , Friend and Student-Athlete would work out together when they to at the same time. There were occasions during these years that the two would go out for pizza (e.g., ), and Friend would occasionally pay for Student-Athlete’s meal. Additionally, during the time when Friend was and Student-Athlete was , Friend , on a trip to , took Student-Athlete shopping and bought him two pairs of shoes.

1. On , Student-Athlete traveled to
2. On , Student-Athlete rode with Friend , who is , to .
3. Following the , Student-Athlete and Friend planned to go out in Student-Athlete stopped by to pick up a change of clothes and then rode with Friend to the where Friend had a room for the night.
4. Student-Athlete and Friend changed clothes at the hotel prior to going to It was at this point (at the hotel) that Friend first brought up the issue of the hotel room for that night. He told Student-Athlete that, since he would be drinking, he didn’t want to have to take Student-Athlete after going out. So he told him he would pay for a hotel room for him that night and take him back morning. Student-Athlete agreed. This was the first (and only) time that Friend has paid for a hotel room for Student-Athlete .
5. Once they arrived at Student-Athlete began to walk toward the end of the line of people awaiting entry into the club. At that time, Friend (who ) told Student-Athlete that he had already purchased VIP access into the club for the group, so they did not need to wait in line.
6. On morning, Friend drove Student-Athlete back . That afternoon, Student-Athlete back to Chapel Hill.

## *Institution's Position*

**Situational Information:** On the [redacted] in question, both Student-Athlete [redacted] and Friend [redacted] were in town for [redacted] (which both had [redacted] as well). Although Student-Athlete [redacted] rode with Friend [redacted] to the [redacted] and, later, to [redacted] he did not do so with any advance knowledge that he would be staying in a hotel room paid for by Friend [redacted] that evening. Once they arrived at the hotel (where Friend [redacted] was staying), Friend [redacted] suggested this because he knew he would be drinking and did not want to endanger anyone by driving Student-Athlete [redacted] after their evening out. Since Friend [redacted] was Student-Athlete [redacted]'s mode of transportation that evening, and also because Student-Athlete [redacted], too, did not want Friend [redacted] driving after drinking, he agreed to stay at the hotel. Additionally, given that Student-Athlete [redacted] was with Friend [redacted] and a couple of Friend [redacted]'s [redacted], it was not odd for Friend [redacted] to have provided VIP club access to his friends who were accompanying him for a night out. Both of these benefits were results of the situation. Neither were based in any degree on Student-Athlete [redacted]'s athletics reputation or skill. They were benefits that Friend [redacted] would have provided to any friend with whom he was spending the evening.

**Institutional Analysis:** We believe it was permissible for Student-Athlete [redacted] to accept from his friend of [redacted] years, dating back to Student-Athlete [redacted]'s [redacted] year in high school, the minimal benefit of a hotel room (average for the night in question was \$ [redacted] - \$ [redacted]) and a club entry fee (valued at \$ [redacted]) when the situations presented themselves in the manner they did. We do not believe a violation occurred in this instance, given the pattern of minimal benefits established previously in the relationship (e.g., dinners, shoes). We applaud the young men for making a sound decision (choosing not to drink and drive) and do not believe that Student-Athlete [redacted]'s status as a collegiate student-athlete should limit his ability to have a "typical night out" with his [redacted]-year mentor and friend, just because said friend is now able to fund entertainment in excess of dinner at [redacted]. Since this was the first time that Friend [redacted] had ever provided lodging and a club entry fee to Student-Athlete [redacted], we believe that the situational information provided above (about the evening in question) reaffirms our assertion that these were benefits that Friend [redacted] would have provided to any good friend for whose transportation he found himself responsible on a night out in [redacted].

*Statement of Facts*

**Onset of Relationship**

Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_ met when \_\_\_\_\_

Student-Athlete \_\_\_\_\_ met Friend \_\_\_\_\_ through \_\_\_\_\_  
Student-Athlete \_\_\_\_\_ is not aware of \_\_\_\_\_

Student-Athlete \_\_\_\_\_ met Friend \_\_\_\_\_ when \_\_\_\_\_  
Because Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_, they became friends

1. During the course of Student-Athlete \_\_\_\_\_'s friendship with Friend \_\_\_\_\_ (approximately \_\_\_\_\_ years), Friend \_\_\_\_\_ has bought Student-Athlete \_\_\_\_\_ a couple of dinners and, occasionally, some drinks at a club. Sometimes Student-Athlete \_\_\_\_\_ pays for Friend \_\_\_\_\_'s meals, drinks, or parking as well.

2.

3.

a. \_\_\_\_\_ in \_\_\_\_\_, Student-Athlete \_\_\_\_\_ traveled to \_\_\_\_\_ paid cash for \_\_\_\_\_ purchasing \_\_\_\_\_ on the morning of \_\_\_\_\_ return \_\_\_\_\_ on \_\_\_\_\_

b. During this trip, Student-Athlete \_\_\_\_\_ stayed at \_\_\_\_\_ near \_\_\_\_\_ on the night of \_\_\_\_\_.

- Student-Athlete stayed at  
on
- Student-Athlete and,  
stayed at on
- c. On the night of arrival in Friend . He drove and out to dinner that evening. Friend paid for dinner that evening (value estimated at \$ ). The next day, Friend drove Student-Athlete to
  - d. While in saw Friend out at a club. student-athlete paid for his own entry into the club (\$ ). At the club, Student-Athlete had one drink that just appeared. He did not pay for it, and thinks that Friend did.
  - e. Friend went out with Student-Athlete on occasion throughout the trip. would take turns buying drinks for each other.

4. Trip,

- a. in , Student-Athlete traveled to The trip dates were
  - b. During this trip, Student-Athlete stayed nights at Student-Athlete stayed the night of at Student-Athlete moved to the on Student-Athlete The last night Student-Athlete is unclear at Student-Athlete
  - c. Student-Athlete These charges were paid by Student-Athlete
- A charge from in the amount of \$ does appear on Student-Athlete's bank statement, dated

subsequently credited Student-Athlete 's checking account with a refund

- d. During this trip, Student-Athlete went to dinner at with Friend . It is unclear who paid for this meal.
- e. Additionally, during this trip, Student-Athlete received

5. Other Agent-Related Issues

- a.
- b.
- c. Student-Athlete has never asked Friend to set up agent or financial advisor meetings for him.
- d.



*Statement of Facts*

**Onset of Relationship:** Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_ met \_\_\_\_\_ when Student-Athlete \_\_\_\_\_ enrolled at the Institution \_\_\_\_\_, as Friend \_\_\_\_\_

Student-Athlete \_\_\_\_\_ met Friend \_\_\_\_\_ through \_\_\_\_\_ Student-Athlete \_\_\_\_\_ is not aware of \_\_\_\_\_

1.

2. Trip,

a. On \_\_\_\_\_, Student-Athlete \_\_\_\_\_ traveled to \_\_\_\_\_ with Friend \_\_\_\_\_. Friend \_\_\_\_\_ paid for \_\_\_\_\_.

b. \_\_\_\_\_ nights were spent at \_\_\_\_\_.

c. On \_\_\_\_\_ night, they went to \_\_\_\_\_, a club in \_\_\_\_\_. Student-Athlete \_\_\_\_\_ paid for \_\_\_\_\_ own drinks and food. Friend \_\_\_\_\_ did not pay for anything for \_\_\_\_\_ Student-Athlete \_\_\_\_\_

d. On \_\_\_\_\_, Student-Athlete \_\_\_\_\_ and Friend \_\_\_\_\_ went to the \_\_\_\_\_.

e. On \_\_\_\_\_ night, Friend \_\_\_\_\_ dinner for Student-Athlete \_\_\_\_\_ and drove \_\_\_\_\_ to the dinner \_\_\_\_\_ Student-Athlete \_\_\_\_\_ paid for \_\_\_\_\_ own meals at this dinner.

f.

g. Student-Athlete then went out with Friend and his friends that evening. They went to a strip club. student-athlete paid his own \$ cover charge. Friend might have bought a couple of drinks.

h.

### 3. Other Agent-Related Issues

a. Student-Athlete has never asked Friend to , but that Friend

b. Friend provided Student-Athlete with with which

c. Student-Athlete believes Friend

d.

## *Institution's Position*

### **Situational Information**

Student-Athlete received the following benefits: a [redacted] to [redacted] in [redacted] (on the trip to [redacted]) (on the trip back to Chapel Hill), [redacted] nights' lodging in [redacted] during that trip, and possibly two drinks from Friend [redacted].

### **Institutional Analysis**

We believe that the minimal transportation benefit [redacted] provided to Student-Athlete [redacted] by Friend [redacted] was logical and permissible given the friendship existing between Student-Athlete [redacted] and Friend [redacted]. Similarly, given [redacted] it was logical and permissible for Student-Athlete [redacted] during a trip [redacted] took to [redacted], and for Friend [redacted] to pay for a couple drinks for Student-Athlete [redacted] when they were out as a group.

It has become apparent through this process that [redacted]

[redacted] Therefore, we acknowledge that Student-Athlete [redacted] has impermissibly accepted a minimal benefit from Friend [redacted], in the form of the provision of [redacted] trip to [redacted].

Although we make these acknowledgements regarding these violations, we will, through the reinstatement process, provide mitigation to support the fact that Student-Athlete [redacted] is not personally aware that [redacted] and, therefore, did not knowingly commit this violation. While it is evident that [redacted]

Student-Athlete [redacted] has consistently asserted that [redacted]

[redacted]. We believe only that he violated [redacted] by innocently befriending [redacted] and accepting minimal benefits from an individual [redacted]

*Statement of Facts*

**Onset of Relationship**

Student-Athlete met Friend . has not officially triggered booster legislation, when . Because Student-Athlete and Friend , they became friends

Prior to , in , Student-Athlete was speaking with Friend on the phone, and Student-Athlete brought up the topic of plans. He and Friend discussed various travel destinations of interest, and Friend suggested that Student-Athlete travel to . Plans were later made to do so. Upon arrival in , Student-Athlete went to dinner (which was paid for by Friend ). Student-Athlete stayed that night in . The next day, Friend drove Student-Athlete . The next nights were spent at

, for in , Student-Athlete traveled to . drove to where spent nights of trip. During the trip, Student-Athlete ate one dinner with Friend , for which Friend paid. Additionally,

Lastly, Friend for Student-Athlete , for which Student-Athlete

**Benefits Provided by Friend**

1. Transportation for Student-Athlete from to , out to dinner, and then to in
2. One dinner (valued at \$ on night of trip for Student-Athlete in
3. One night stay in
4. Payment of in



## General Statement of Facts

's name was mentioned once by Student-Athlete . At the request of the NCAA, 's name (along with a number of other names and key words) was run against the emails of the student-athletes that were the focus of the agent inquiry. This search resulted in a series of email exchanges between multiple student-athletes and regarding academic matters, including emails from 's email account to student-athletes with academic work attached. The institution consulted with the NCAA and, with the permission of David Price of the NCAA, began its investigation into whether these emails suggested any academic improprieties.

We expanded the email search to all eligible football student-athletes that were identified to us by the Academic Support Center as having received mentoring or tutoring assistance from

It is important to note, however, that any emails deleted by a student-athlete prior to the date on which we froze their accounts were not captured by our search. Therefore, the number of emails we have for each student-athlete may be a function merely of how often that student-athlete cleaned out his email inbox/sent mail. In some cases, there was academic work attached to emails from to the student-athletes a

In other cases, the emails from attaching academic work were confined to

Lastly, there are situations where response emails from the student-athletes show email chains in which prior emails from appeared to have attachments of academic work.

As a result of the emails that were discovered in our search, we conducted interviews (from one to three each) with student-athletes. These interviews were conducted on August 24<sup>th</sup>, 26<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, and 31<sup>st</sup>. All student-athletes were questioned regarding their knowledge of regulations surrounding the receipt of academic assistance, their relationships with , and the specific academic assistance that they received from in the various situations uncovered through the email search. The individual statements of fact detail the emails that were uncovered, along with each student-athlete's explanation for them.

. On September 30, 2009, the Director of the Academic Support Program for Student-Athletes and the Assistant Athletic Director for Certification and Eligibility wrote to to remind that only currently-employed tutors and mentors should work with the institution's student-athletes. The letter stated in bold face type, " we ask that you refrain from working with our student-athletes in an academic setting from this point forward, i.e. tutoring, mentoring, academic counseling, etc." The letter also cautioned in bold face type, "Should you continue tutoring our student-athletes outside our Academic Support Program, the eligibility of our student-athletes could be jeopardized." Bylaw 13.02.13 was also quoted, and was reminded that continues to be considered as an institutional staff member . has retained an attorney and, to date, has refused to be interviewed or turn over her computer for examination.

## **Student-Athlete (SA )**

1) SA met

2)

### Situation #1

- 1) At 10:27p on 3/3/ , emailed SA a document entitled “ Midterm.” SA asserts that he was working on the paper at ’s house, and that had most likely assisted him in the creation of an outline prior to the start of the paper-writing, as well as with grammar.

### Situation #2

- 1) The next day, SA forwarded (via email) this midterm to Student-Athlete (SA ), who was in the same class. Student-Athlete explained that the purpose of forwarding the midterm to SA was to provide ideas on formatting. SA denies that he intentionally showed SA the answers to enable cheating.
- 2) Subsequent review of the midterms submitted to the professor for grades by SA and SA reveal two identical phrases and one identical sentence in the documents. SA ’s midterm was 5 ½ pages. SA ’s midterm was 4 ½ pages.
- 3) Professor states that the midterm was “open book, but work alone”.

### Situation #3

- 1) At 6:49p on 3/28/ , SA emailed to himself and to a paper for . According to the professor for this course, students were permitted to seek outside assistance for homework assignments only through authorized UNC resources, including the Academic Support Program. SA asserts that he sent the paper to so could review it for sentence structure, punctuation, and grammar issues, and then returned it to SA (though there is no evidence of a return email from to SA ).

### **Interp Request for Situations #1 and #3:**

Has an academic offense occurred? If so, pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?

### **Interp Request for Situation #2:**

Has an academic offense occurred? Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?

# Student-Athlete Academic Statement of Facts

## Description of Relationship

Student-Athlete is a \_\_\_\_\_ and is \_\_\_\_\_ major. Student-Athlete first worked with \_\_\_\_\_ when \_\_\_\_\_

Student-Athlete indicated knowledge that \_\_\_\_\_ he had formed a positive working relationship with \_\_\_\_\_, so he to seek occasional assistance with his \_\_\_\_\_ courses \_\_\_\_\_. He stated that \_\_\_\_\_ had good people skills and he considers \_\_\_\_\_ a friend.

## Knowledge of Academic Regulations

Student-Athlete has used the services of the Institution's Academic Support Center and has worked with different tutors there. He stated that he's received education from the Academic Support Center staff about what assistance tutors are able to provide. Student-Athlete defined academic fraud as presenting work that is not original to you, and stated that he understands that it was not permissible to use someone else's paper for a paper assignment, quote material without citing the source, or to have someone else type your paper.

Student-Athlete stated that he did not think it was a problem for him to get outside help from \_\_\_\_\_ and did not ask anybody whether \_\_\_\_\_

## General Academic Assistance from \_\_\_\_\_

1. \_\_\_\_\_ has worked with Student-Athlete primarily on \_\_\_\_\_ classes.
2. Student-Athlete stated that he clicked better with \_\_\_\_\_ than with some of the other tutors. He specifically stated that \_\_\_\_\_ "broke things down better" and used words he could understand.
3. Student-Athlete stated that \_\_\_\_\_ sometimes provided outlines for him to help give him some directions in writing his papers (e.g., "in the introduction this is what you need to include: your thesis statement and three main points"), not actually text for the paper.
4. Student-Athlete stated that \_\_\_\_\_ would help him brainstorm ideas and identify terms that would be good to use in certain situations.
5. Student-Athlete stated that he does not have concerns about the level of assistance \_\_\_\_\_ has provided.
6. Student-Athlete stated that he has not paid \_\_\_\_\_ for \_\_\_\_\_ assistance. He further stated that nobody else has paid \_\_\_\_\_ to work with him.

## Last Communication with

1. Student-Athlete stated that the last time he saw was a few weeks prior to his interview when he coincidentally saw at a fast-food restaurant.
2. Student-Athlete had no knowledge of any teammates meeting with prior to the interviews, but knew through Student-Athlete , , that there was an investigation going on with academic stuff and that Student-Athlete knew 's name.
3. Student-Athlete also said that Student-Athlete had told him that Student-Athlete 's name had come up in an email Student-Athlete had been asked about in his interview. In that email, had forwarded Student-Athlete 's paper to both Student-Athlete and Student-Athlete . Student-Athlete said that Student-Athlete did not mention 's name or say anything specific about the interview.

## Potential Academic Issues

12/2/

1. At 6:37p on December 2, Student-Athlete sent an email to with an attached three-page paper described as extra credit for a class.
  - a. There is no indication of any response from .
2. 's tutor notes indicate that worked with Student-Athlete on this class in the Fall semester; however, there are no specific tutor notes for this paper.
3. ***This email was discovered post-interview and was not discussed with Student-Athlete***

5/2/

1. At 12:01a on May 2, Student-Athlete sent an email to with an attached five-page paper (sent twice in the attachments) for a class.
  - a. There is no indication of any response from
2. ***This email was discovered post-interview and was not discussed with Student-Athlete .***

5/7/

1. sent Student-Athlete an email. The text in the body of the email states, "links to work cited". There is no information about the time or date of the email and there is no indication that it included an attachment.
2. At 11:58a on May 7, Student-Athlete responded to the email with an attached "works cited paper.docx" that had a list of eight websites.
3. Student-Athlete could not really recall the context for this email. He affirmed that would sometimes help him get started on a paper by pointing him to research sources.

11/16/

1. At 9:26p on November 16, Student-Athlete sent an email to with an attached three-page paper for a class.
  - a. There is no indication of any response from .

2. Student-Athlete stated that he would send drafts to to check grammar and “all that kind of stuff”. He wanted to make sure he was on the right track. would provide assistance with grammar by highlighting sections, putting comments in the sidebar of ideas that thought might be better for the particular situation.
3. Student-Athlete also stated that most of the time would provide assistance face-to-face at (not via email).

11/20/

1. At 11:19p on November 20, Student-Athlete sent an email to with an attached one-half-page paper for a class.
  - a. There is no indication of any response from
2. ***This email was discovered post-interview and was not discussed with Student-Athlete .***

12/12/

1. At 10:50a on December 12, Student-Athlete sent an email to with an attached one-half-page draft response for a class final essay. The response includes the question and two paragraphs and the start of a third as the answer.
  - a. There is no indication of any response from
2. ***This email was discovered post-interview and was not discussed with Student-Athlete .***

1/28/

1. At 10:55p on January 28, emailed Student-Athlete and Student-Athlete Student-Athlete 's paper for paper 2 (both student-athletes were in the same class).
2. Student-Athlete stated that he asked for help because the theories in the class were pretty difficult. He stated that had already worked with Student-Athlete and sent this paper to Student-Athlete so he could get a grasp of ideas and concepts in the class.
  - a. Student-Athlete acknowledged that he struggled in this class and met one-on-one with every couple of weeks throughout the semester.
3. Student-Athlete stated that he used this paper to get an understanding of what was expected and then prepared his own paper with his own words and research. He affirmed that he knew he could not take Student-Athlete 's paper and use parts of it.
4. Student-Athlete stated that the professor never said anything about sharing papers. The professor would grade papers and give them back for the students to make corrections.
  - a. The professor has subsequently confirmed that this sort of assistance was permissible.

# Student-Athlete Academic Statement of Facts

## Description of Relationship

Student-Athlete met

. Student-Athlete did, however, use to help proof-read papers during that time. Student-Athlete asserts that he did not have a “genuine relationship” with

## Knowledge of Academic Regulations

Student-Athlete states that he learned on , 2010, the day before his first interview regarding academic issues, that it was not permissible to receive academic assistance from a person, such as Student-Athlete does not provide detailed descriptions of specific areas of academic regulations outside of that specific institutional regulation.

## General Academic Assistance from

1. During provided assistance to Student-Athlete
2. Following Athlete approached for assistance with papers. Student-
3. Student-Athlete claims to have worked with approximately 20-25 times on academic work, including work on 10-12 papers in the past Student-Athlete made this admission despite being shown only two papers.
4. When assisted Student-Athlete , sat next to Student-Athlete while Student-Athlete used the computer. would identify and “point” to places in the paper where a citation was needed. would give Student-Athlete one example of a proper citation. Student-Athlete then modeled the rest of the citations on that example.
5. Student-Athlete indicated that he did not pay for ’s services He further stated that nobody else has paid to work with him.
6. Student-Athlete indicated that he does his own academic work.

## Last Communication With

1. Student-Athlete was interviewed twice. In Student-Athlete's first interview, he was not asked about the last time he had contact with . Student-Athlete did say, however, that he had last worked with
2. In Student-Athlete's second interview, Student-Athlete clearly stated that he visited on the evening before his first interview to make sure that was all right. He stated that when he heard his interview the next day was about academics, he assumed that was involved because Student-Athlete had learned earlier that day that it was impermissible to receive academic assistance from a person who Student-Athlete also said that felt bad about the situation and was about to cry.

## Potential Academic Issues

### Assignment #1 – Paper

1. Student-Athlete claims that he typed this paper and prepared the references. assured that citation format was correct. Student-Athlete claims that the paper was stored on's computer, because his computer was not functioning. Student-Athlete maintains that this paper is his work.
2. May 18, Email
  - a. At 6:55p on May 18, , Student-Athlete sent an email of an abstract to himself so that he could print it later.
  - b. Student-Athlete claims that he used's computer for this purpose because his computer was broken at the time.
  - c. Student-Athlete claims that to complete Assignment # 1, he used several computers: 's computer, computers at the Academic Center, and computers owned by his roommates. Student-Athlete did some work in study hall on this paper during his first interview.
  - d. Student-Athlete states that he sent this abstract to himself because he does not have a printer at his house. He uses email to make it possible for him to print papers elsewhere.
3. May 27, Email
  - a. At 5:42p on May 27, , an email from's email address was sent to Student-Athlete with an eight-page paper.

- b. Student-Athlete states that because he worked on \_\_\_\_\_'s computer, the paper was emailed to him so that he could have a copy.
  - c. Student-Athlete says he would spend about an hour at a time working with \_\_\_\_\_, depending on the number of corrections.
4. June 5, \_\_\_\_\_ Email
- a. At 8:51p on June 5, \_\_\_\_\_, an email from \_\_\_\_\_'s email address was sent to Student-Athlete \_\_\_\_\_ with a final copy of Assignment #1, which is now a 20-page paper.
5. No additional emails regarding this paper were found.
6. This course does not include group work or peer collaboration. Students are expected to prepare the final paper without outside assistance.

Assignment #2 – \_\_\_\_\_ Paper

- 1. Student-Athlete \_\_\_\_\_ maintains that this paper is his work, and that \_\_\_\_\_ reviewed it.
- 2. On June 24, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ emailed himself a two-page essay. Student-Athlete \_\_\_\_\_ states that \_\_\_\_\_ checked over the paper. Student-Athlete \_\_\_\_\_ cannot remember why he emailed the paper to himself. He speculates that he sent this email because he worked on it using \_\_\_\_\_'s computer.



## Last Communication with

1. Student-Athlete stated in two separate interviews that he saw on the night before his first interview. He stated that he heard the Institution was talking to , and briefly went over to apartment to make sure was alright. Student-Athlete also said he encouraged other guys on the team to support .
2. He said he saw Student-Athlete and Student-Athlete at 's apartment and both were still there when he left. He asserts that there was no conversation about editing or getting stories straight.

## Potential Academic Issues

7/12/ , 7/15/ , and 7/23/

1. Student-Athlete acknowledged that he remembered this assignment and email exchange for an independent study course.
2. At 8:19p on July 12, , Student-Athlete sent an email to that included an attached one- half-page introductory draft/description of a paper.
  - a. There is no indication of any response from .
3. At 9:11p on July 15, , Student-Athlete sent an email to that included an attached paper draft of approximately five and a half pages.
  - a. There is no indication of any response from .
4. At 4:36p on July 23, Student-Athlete sent an email to that included an attached apparently final paper draft of approximately 16 pages. Student-Athlete states that he usually revises his papers a couple of times.
  - a. There is no indication of any response from .
5. Student-Athlete states that he was sharing these drafts with to brainstorm the paper topic and review as he worked on the paper.

12/1/ and 12/2/

1. Student-Athlete acknowledged that he remembered this assignment. For this class assignment, Student-Athlete stated that he used the same process with as the July paper. In this case, Student-Athlete stated that the project comprised five or six different parts, and specifically mentioned some other components. He further stated that other parts had been completed earlier in the semester.
2. At 7:47a on December 1, Student-Athlete sent an email to that include an attached partially completed bibliography.
  - a. There is no indication of any response from .
3. At 12:01p on December 1, Student-Athlete sent an email to that included an attached "Fact Sheet".
  - a. There is no indication of any response from .
4. At 11:13p on December 2, , Student-Athlete sent an email to that included an attached full project (including the Bibliography and Fact Sheet).
  - a. There is no indication of any response from .

4/22/

1. At 12:42a on April 22, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_. There is no attachment to the email but the text in the body of the email states, “[\_\_\_\_\_] i love u thank you again.” The subject of the email is “\_\_\_\_\_ 3”.
2. Student-Athlete \_\_\_\_\_’s email is in response to an email from \_\_\_\_\_ in which she states, “Hey [Student-Athlete \_\_\_\_\_]! Here it is...ready to go! So sorry about not getting your texts!!! [\_\_\_\_\_]”
3. Student-Athlete \_\_\_\_\_ was asked about this email exchange in two separate interviews. He did not recall the context of the email and stated that he did not remember. Student-Athlete \_\_\_\_\_ stated that it did not seem like it was for any of his classes that semester. When asked if it may have been for an internship, Student-Athlete \_\_\_\_\_ stated that “it wasn’t that”.

5/4/

1. Student-Athlete \_\_\_\_\_ stated that he remembered doing this assignment because it was on a topic he enjoyed (\_\_\_\_\_). He also talked about how wonderful it felt to finish the assignment because long papers are challenging for him.
2. At 3:47p on May 4, \_\_\_\_\_ Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_ that included an attached paper draft of approximately ten pages.
  - a. There is no indication of any response from \_\_\_\_\_.
3. Student-Athlete \_\_\_\_\_ states that he typed this paper himself and that he discussed content and formatting with \_\_\_\_\_.

6/1/

1. At 10:37p on June 1, \_\_\_\_\_, \_\_\_\_\_ sent an email to Student-Athlete \_\_\_\_\_ that included an attached paper draft of approximately three pages.
  - a. There is no indication of any response from Student-Athlete \_\_\_\_\_.
  - b. Student-Athlete \_\_\_\_\_ said that they were working together at \_\_\_\_\_, and before he left, \_\_\_\_\_ emailed the paper to Student-Athlete \_\_\_\_\_ because he was not familiar with how to do too much on a MacBook (\_\_\_\_\_’s computer).
2. Student-Athlete \_\_\_\_\_ stated that his computer was so slow by that summer (because \_\_\_\_\_) that he worked straight from \_\_\_\_\_’s computer but \_\_\_\_\_ did not do any of the typing. He affirmed that \_\_\_\_\_ did not type anything for him, and states that he is \_\_\_\_\_ and he does his own work.

6/2/

1. At 10:14a on June 2, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to two classmates (also undergraduate students) with an attached paper draft of two and a half pages entitled “\_\_\_\_\_”.
  - a. Student-Athlete \_\_\_\_\_ stated that this was a group project for the course and that these two individuals were his partners for the project.

2. The syllabus for the class includes the following statements:
  - a.
  - b.

- c.

6/28/

1. At 1:56p on June 28, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_ with an attached two-page paper. In the text of the email, Student-Athlete \_\_\_\_\_ asked for help looking over grammatical errors.
  - a. Student-Athlete \_\_\_\_\_ provided specific information about the assignment and the course expectations.
2. At 6:56p on June 28, \_\_\_\_\_, \_\_\_\_\_ sent an email back to Student-Athlete \_\_\_\_\_ with an attached edited version of the paper.
  - a. Revised paper includes 20 minor grammatical adjustments (e.g., “didn’t” to “did not”, word corrections).
3. Student-Athlete \_\_\_\_\_ was asked about this email exchange in two separate interviews. Student-Athlete \_\_\_\_\_ was not sure whether or not he met with \_\_\_\_\_ during the 5-hour lapse between emails, and indicated that it was possible they met since \_\_\_\_\_ does not do his work for him. He could not specifically recall if that was the case.
  - a. Student-Athlete \_\_\_\_\_ asserted that \_\_\_\_\_ would not make changes without talking to him.
  - b. Student-Athlete \_\_\_\_\_ also stated that he worked with a tutor in the Academic Center but wanted \_\_\_\_\_ to look it over as well. The tutor for these sessions in the Academic Center was not \_\_\_\_\_ .
    - i. 6/17/ \_\_\_\_\_ Tutor Notes
      1. Student-Athlete \_\_\_\_\_ came in and printed his syllabus. We read over it together and filled in the important dates on his calendar, which is three papers and a final. He asked that we get the papers done quickly so he doesn’t have to be in study hall every night, which I told him was fine. I let him go after we covered everything because the first paper is not due until

July 1<sup>st</sup>. He was great to work with and has set goals for himself on the papers to accomplish them before the due dates.

ii. 6/22/ Tutor Notes

1. Student-Athlete came in and wanted to start on his paper that is due on July 1<sup>st</sup> just to get a head start. We discussed a topic and he started writing. He completed a page and a half and then he decided that he wanted to ask the professor a few questions before going any further with it. He had worked hard, accomplished a lot and has a while before it is due so I let him go.

iii. 6/24/ Tutor Notes

1. Student-Athlete came in with the first draft of his essay. It was the right length and his grammar was for the most part fine. He had a few conjunctions that should not have been there but I just circled them and he knew exactly what fix with them. He did have a problem connecting his ideas to the reading which was part of the prompt. I had him explain the reading to me, and then explain the concept that they had discussed in class that he was trying to incorporate. It was about

, he had just got lost in the details. We talked about cutting out some the summary and putting in the analysis that he had just told me. He said that he would do that at home because he had left his computer there. He worked well.

# Student-Athlete

## Academic Statement of Facts

### Description of Relationship

Student-Athlete met

Student-Athlete described a great relationship with over the past years, and he became more comfortable with as time passed, resulting in the development of a friendship. Student-Athlete indicated knowledge that he had developed a friendship with

### Knowledge of Academic Regulations

Student-Athlete understood that tutors are not permitted to touch or use student-athletes' computers, and that ideas must belong to the student-athlete, not the tutor. He stated that student-athletes must use their own ideas for papers, but tutors can help them develop ideas. He stated that he learned about permissible support from the Academic Support Program staff during his freshman year.

### Potential Ethical Conduct Issues

1. Student-Athlete was interviewed two times. During his first interview, when asked about the last time he had contact with , his response was "a week or so ago".
2. At the onset of his second interview, before being asked specifically about this issue, Student-Athlete indicated that he wished to clarify this issue. He said that he had stopped by house briefly (maximum of 10 minutes) the night before the first interview. He stated that he was on his way to , so he stopped by 's house to "see if she had some cookies".
3. Student-Athlete stated that he did not have any conversation with that night regarding the upcoming interview, and was not aware if personally had knowledge of the interviews. He stated that he had no knowledge of a formal gathering taking place to discuss the interviews and, while he did see some of his teammates there, it was an impromptu gathering that was not planned previously.
4. Student-Athlete stated that he did not mention this visit in the first interview because he was there for so short of a period of time that he did not really think about it.

### General Academic Assistance from

1. Student-Athlete stated that he would sometimes email documents to after he had completed additional work following their work together in study sessions in the Academic Center. He would email the work to so could provide feedback and see his progress.
2. Student-Athlete stated that feedback would be provided over the phone or in-person at 's home even during the period of time

- and would tell him what he needed to work on. would proofread and tell him if he had met the teacher's prompt.
3. Student-Athlete stated that he mostly sought assistance from on papers, and worked with other tutors on worksheets or classes not requiring writing ( ).
  4. Student-Athlete stated that if he was confused about the assignment, he would go to and Friend to get to the "meat and bones" of the assignment.
  5. Student-Athlete indicated that he did not pay for services nor did anyone pay on his behalf.

## Potential Academic Issues

10/14/

1. Student-Athlete sent a paper about at 8:58p. Mentor notes show that had met earlier that day and he had worked on his computer to make corrections and fix surface errors.
2. Student-Athlete believed that he most likely sent the paper to to check grammar, spelling, punctuation, etc. He indicated that when found changes that needed to be made, they would sit down and discuss them, and that would not generally send emails back with information. He stated that it is possible that he was just sending the paper to to show his progress.

5/20/ and 6/12/

1. Student-Athlete sent Papers 1 and 3 (respectively) to via email.
2. Student-Athlete does not remember the specifics of these papers, but was probably just sending them to for to review for small changes or to show his progress.

3/15/

1. Student-Athlete sent a document entitled " " to at 11:20p, indicating in the text of the email, "I still have to talk about and . Thanks so much ". He is not able to provide any further detail about why he would have done this, presumably for the same reasons identified above.

4/26/ -4/28/

1. sent Student-Athlete two journal articles at 7:36p. The text of email stated "...These are really good sources about . Also, one of them talks about...both things that need to be covered in your paper! Also, these are great sources to use quotes from!! Good luck!"
2. Student-Athlete stated that he originally showed these sources to in person, and this email was response email to him stating that they were good sources. Student-Athlete could not remember where he originally got these sources, and could not explain why would have forwarded the sources back to him in PDF form. He offered forth that he had possibly shown more articles than these, and that had

decided that these were the best ones for him to use. He stated in his first interview that [redacted] would never send him sources that [redacted] found on [redacted] own, stating that his academic counselor had told them that “it can’t work that way”. Later, however, he states that he does not remember if he found the sources and sent them to [redacted] (after which [redacted] sent the email) or if [redacted] found the sources and sent them to him.

3. Later that night (11:38p), Student-Athlete [redacted] forwarded this email to Friend [redacted].
4. Student-Athlete [redacted] indicated that he forwarded this email to Friend [redacted] to get [redacted] opinion on the sources, as well.
5. On 4/28/ [redacted], Student-Athlete [redacted] sent [redacted] an email with an attachment of a 9 ½ page paper, entitled “ [redacted] \_paper[1]”.

6/2/ [redacted] – 6/10/ [redacted]

1. At some point prior to this date, [redacted] sent to Student-Athlete [redacted] a list of four web addresses. The apparent subject of the email was “More [redacted] sources”. Student-Athlete [redacted] stated that he was at [redacted] house looking for sources for this paper.
2. On 6/2/ [redacted], Student-Athlete [redacted] emailed to [redacted] a copy of his paper, entitled “Paper”. The document was 4 ½ pages in length. The text of the email said, “i need you [redacted] pretty please”. Student-Athlete [redacted] stated that most of the time he would bring a flash drive with his paper to [redacted] but in some cases he sent it to [redacted] for assistance in progressing forward with the paper, and that it was possible that he would email the paper to [redacted] so that [redacted] would have it when he went to [redacted] to work on it. Student-Athlete [redacted] indicated that [redacted] would never do work on his paper on own.
3. On 6/8/ [redacted], Student-Athlete [redacted] emailed to [redacted] an updated copy of this “Paper”. The document was now 7 ½ pages. The text of the email said “thanks [redacted]”.
4. On 6/10/ [redacted], Student-Athlete [redacted] emailed to [redacted] an updated copy of this “Paper”. The document is now 9 ½ pages, with a new document name ( [redacted] \_paper.doc), a revised title and a works cited page. Student-Athlete [redacted] indicated that he had finished the paper and sent it to [redacted] to have [redacted] look over it one last time. He said that he probably received assistance from Friend [redacted] with the formatting of the citations.
5. Email searches have not uncovered any drafts of this paper being sent from [redacted] to Student-Athlete [redacted].

11/19/ [redacted]

1. [redacted] emailed a paper entitled “ [redacted] paper” to Student-Athlete [redacted] at 10:45p. Shortly thereafter, at 11:43p, Student-Athlete [redacted] forwarded the paper to Friend [redacted].
2. Student-Athlete [redacted] stated that he most likely worked on the paper at [redacted]’s house on [redacted] computer and then had [redacted] email it to him so that he would have it. He then forwarded it to Friend [redacted], presumably so that he could print it.

3/4/ [redacted]

1. Student-Athlete [redacted] received a midterm paper for [redacted] entitled “ [redacted] midterm” from Student-Athlete [redacted]. The paper appeared to have been sent to Student-Athlete [redacted] from [redacted].

2. Student-Athlete could not recall whether the professor indicated that it was permissible to receive assistance from peers when working on this midterm paper.
3. Student-Athlete indicated that he used this paper for ideas on how to write his own paper.
4. *Subsequent review of the two papers submitted by these student-athletes to the professor for the midterm revealed two identical phrases and one identical sentence in the 4 ½ (Student-Athlete ) and 5 ½ (Student-Athlete ) page papers.*

4/24/

1. emailed a paper entitled “ paper 3” to Student-Athlete at 5:44p.
2. Student-Athlete again stated that he might have had a flash drive to get the paper onto ’s computer, or he might have started the paper at
3. Student-Athlete stated that his computer might have been “messed up”, so he had to use computer. He stated that he is not able to log in to his computer any more, as the finger scan is broken. Student-athlete stated that he has taken his computer to ITS multiple times, which has resulted in them replacing the hard drive.

## Student-Athlete (SA )

- 1) SA met when

### Situation #1

- 1) At 7:36p on 4/26/ , sent Student-Athlete two journal articles. The text of s email stated "...These are really good sources about ."
- 2) SA stated that he originally showed these sources to in person, and this email was response email to him stating that they were good sources. SA could not remember where he originally got these sources, and could not explain why would have forwarded the sources back to him in PDF form.
- 3) SA offered forth that he had possibly shown more articles than these, and that had decided that these were the best ones for him to use.
- 4) SA stated in his first interview that would never send him sources that found on own, stating that his academic counselor had told them that "it can't work that way".
- 5) SA later, however, stated that he did not remember if he found the sources and sent them to (after which sent the email) or if found the sources and sent them to him.

### Situation #2

- 1) At some point prior to 6/2/ , emailed to SA a list of four web addresses.
- 2) On 6/2/ , SA emailed to a copy of his paper, entitled " Paper". The document was 4 ½ pages in length. The text of the email said, "i need you pretty please".
- 3) SA stated that most of the time he would bring a flash drive with his paper to 's but in some cases he sent it to for assistance in progressing forward with the paper, and that it was possible that he would email the paper to so that would have it when he went to to work on it. SA indicated that would never do work on his paper on own.
- 4) On 6/8/ , SA emailed to an updated copy of this " Paper". The document was now 7 ½ pages.
- 5) On 6/10/ , SA emailed to an updated copy of this " Paper". The document is now 9 ½ pages, with a new document name (SA\_ - \_paper.doc), a revised title and a works cited page. SA indicated that he had finished the paper and sent it to to have look over it one last time.
- 6) Email searches have not uncovered any drafts of this paper being sent from to SA .

### Situation #3

- 1) On 11/19/ , emailed a paper entitled "SA paper" to SA at 10:45p. Shortly thereafter, at 11:43p, SA forwarded the paper to . SA

stated that he most likely worked on the paper at \_\_\_\_\_ on \_\_\_\_\_ computer and then had \_\_\_\_\_ email it to him so that he would have it. He then forwarded it to \_\_\_\_\_ so he could work on it and print it at \_\_\_\_\_.

#### Situation #4

- 1) On 3/4/\_\_\_\_\_, SA \_\_\_\_\_ received a midterm paper for \_\_\_\_\_ entitled “SA midterm” from SA \_\_\_\_\_. SA \_\_\_\_\_ indicated that he used this paper for ideas on how to write his own paper.
- 2) Subsequent review of the two papers submitted by these student-athletes to the professor for the midterm revealed two identical phrases and one identical sentence in the 4 ½ (SA \_\_\_\_\_) and 5 ½ (SA \_\_\_\_\_) page papers.
- 3) Professor states that the midterm was “open book, but work alone”.

#### Situation #5

- 1) At 5:44p on 4/24/\_\_\_\_\_, \_\_\_\_\_ emailed a paper entitled “SA \_\_\_\_\_ paper 3” to SA \_\_\_\_\_ at 5:44p.
- 2) SA \_\_\_\_\_ again stated that he might have had a flash drive to get the paper onto \_\_\_\_\_’s computer, or he might have started the paper at \_\_\_\_\_.
- 3) SA \_\_\_\_\_ stated that his computer might have been “messed up”, so he had to use \_\_\_\_\_ computer. He stated that he is not able to log in to his computer any more, as the finger scan is broken. SA \_\_\_\_\_ stated that he has taken his computer to ITS multiple times, which has resulted in them replacing the hard drive.

#### **Interp Request for Situations #1 and #2**

Has a violation of Bylaw 10.1-(b) *Unethical Conduct* occurred in this instance?

#### **Interp Request for Situations #3 and #5**

Has an academic offense occurred? If so, pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I),

\_\_\_\_\_ would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?

#### **Interp Request for Situation #4**

Has an academic offense occurred? Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?



Assignment #3 –

1. Student-Athlete sent an email to at 7:56 PM on , November 19,
  - a. Attachment was a two and two-thirds single spaced page paper titled .
2. Student-Athlete sent an email to at 8:38 PM on November 20,
  - a. The attachment to this email is the same paper as the 11/19/ emailed attachment titled .
3. Student-Athlete sent an email to at 4:19 PM on , December 3,
  - a. The email back to included only an attachment but in a double-spaced format. The document is now named ‘ almost done’. Paper is also 9 ½ pages long.
    - i. Paper from Student-Athlete on December 3, indicates some additions and structural/grammatical changes to the previous paper that he sent to on November 20. However, an email search to produce the attachment sent back from did not yield any results.
  - b. There are two more emails within this string.
    - i. The first email in the string is the November 20, email indicated in #2 above from Student-Athlete to
    - ii. The second email is from back to Student-Athlete with no indication of the date it was sent. The text of the email from states “I looked over your paper, and expanded it in a lot of areas!!! You are now at 8 ½ pages!!!”
    - iii. also states that included attachments to two articles to assist Student-Athlete on one part of the paper.
    - iv. also asks Student-Athlete where his citations are as a reminder that “you need to go through and cite” and gives an example of the necessary format.
4. Student-Athlete indicated during his interview that he believes he may have sent a single-spaced paper to and that note indicating that expanded it to 8 ½ pages was perhaps due to formatting changes.
  - a. Student-Athlete states that might have expanded ideas into text within the paper.
    - i. Previously in the interview, Student-Athlete stated that “expand” would mean sending him notes, not actually writing the text of the paper.
5. Tutor Notes from Student-Athlete’s tutor sessions for this paper
  - a. The Academic Support Center tutor for this session was not
    - i. 11/18 Tutor Note: Student-Athlete began work on his second paper.
    - ii. *This note occurs one day prior to Student-Athlete sending the email in question from November 19 to*

## Student-Athlete (SA )

1. SA according to Academic Support Center records.
2. Tutor notes from on 11/18/ , state that “SA began work on his second paper.”
3. SA sent three emails to during the Fall of for an paper. The first email was sent on 11/19/ . The second email was sent on November 20, . The third and final email was sent on December 3, .
4. The first two emails from SA on 11/19/ and 11/20/ do not include any text in the emails themselves. There is an attachment to each email, both times with the same document, which is a 2 ½ page, single spaced paper.
5. At the end of the text in the attachments, SA writes a note to stating “I still need some help with my , I’m having trouble finding articles that relate directly to , and I need some help on my conclusion. Message me back thank you.”
6. The third email from SA now has the same paper but formatted. His email is a response to an email from in which includes the following note:
  - a. ‘I looked over your paper and expanded it in a lot of areas!!! You are now at 8 ½ pages!!!’”
  - b. The attachment that is referring to could not be located during a search of SA ’s email.
7. SA indicated during his interview on /2010 that he believes he may have sent a single-spaced paper to and that note indicating that expanded it to 8 ½ pages was perhaps due to formatting changes. (The original emails from SA to on 11/19/ and 11/20/ had not been discovered at the time of that interview.) Only the third email, with ’s notes, were discussed during the interview.
8. *Subsequent formatting changes to the 2 ½ page original paper (including taking it from single to double spaced) resulted in a 6-page document.*
9. The attachment to the third email from SA to is 9 ½ pages in length.

### Interp Request:

Has a violation of Bylaw 10.1-(b) *Unethical Conduct* occurred in this instance?

## Student-Athlete (SA )

1. SA met when

### Situation #1

1. SA received an email from on 5/5/. There was no text in the email and the attached file, a 4 ½ page paper, was saved as “SA”.
2. SA stated that he worked on this paper at home on laptop.
3. SA stated that his academic counselor for the Academic Support Center had heavily edited the paper he wrote. Feeling the pressure to complete the paper, he allowed to read to him from a paper previously submitted in the same class by another student-athlete (of which was in possession of a hard copy). He added multiple paragraphs to his paper by typing what was reading.
4. Analysis of the two papers in question (both of which were obtained during the email searches of the two involved student-athletes), shows that SA wrote approximately ¼ of the paper himself. The other ¾ of the 4 ½ page paper was copied directly from the other student-athlete’s paper.
5. SA turns the paper in to his professor the following day, 5/6/ via email.

### **Interp Request:**

Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?

### Situation #2

1. SA received an email from Student (not a student-athlete), on 4/15/, with a document attached titled ‘’.
2. SA stated that the other student helped him with the paper “a whole bunch”. SA states that he originally gave this paper to Student on a flash drive and that would help him with punctuation or suggesting bigger words. SA stated that he would sit with while they looked over the paper together.

### Situation #3

1. SA received an email from Student (also not a student-athlete) on 4/20/. Text of email from the other student includes “I was up all night and I’m dying”.
2. Document attached to email is a 5-page paper in SA’s name for. SA states that he left the document with Student on a flash drive and that it went from maybe 4 ½ pages to 5 pages when the other student emailed it back.

#### Situation #4

1. SA received an email from Student (also not a student-athlete), on 5/18 with the text of the email stating “Not a full page but should help”.
2. SA stated that he had the abstract on his flash drive and he transferred it to computer so that could look it over.
3. SA then emails the document to himself because he had to forward it to his academic counselor in the Academic Support Center. SA stated that this abstract was just for his academic counselor to look over.

#### Situation #5

1. SA receives an email from Student (also not a student-athlete) on 6/12 with the text of the email stating “make sure to put your PID [University ID number] in where I highlighted it, otherwise everything else is all set”.
2. SA stated that he gave the document to Student on a flash drive while was at his house. SA stated that he gave the paper to Student to go back over it after leaving SA’s house in case wanted to make some changes. SA stated that he could not distinguish any changes that Student made to the paper.
3. When asked why the email from the other student tells him to put his PID on the cover page, SA indicates that it was because they did not do it when they were working on it together because “I’m just sloppy. I just write it.”

#### **Interp Request for Situations #2 - #5:**

Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered “an academic offense” per letter (c), or “arranging fraudulent academic credit” per letter (b)?

## **Student-Athlete**

### Academic Statement of Facts

**Description of Relationship:** Student-Athlete is a \_\_\_\_\_ and \_\_\_\_\_ (\_\_\_\_\_) major. He stated that he did not have any interaction or communication with \_\_\_\_\_ during his \_\_\_\_\_ year. During his \_\_\_\_\_ year, Student-Athlete worked with \_\_\_\_\_ during the academic year. Student-Athlete stated that he had less contact with \_\_\_\_\_ Student-Athlete \_\_\_\_\_ use \_\_\_\_\_ often for academic assistance

**Knowledge of Academic Regulations:** Student-Athlete goes to the Academic Support Center for academic assistance. Student-Athlete states that he has received education from the Academic Support Center staff regarding what student-athletes are able to do with tutors and that tutors are able to assist them but may not do their work for them. He specifically stated that this education was delivered by the Academic Support Center staff during his freshman year. Student-Athlete stated that he was told that it was a violation to meet with anyone outside of the Academic Center and stated that he was told that during his freshman year and during yearly academic team meetings. Student-Athlete stated that he believes academic fraud is getting people to do your work or plagiarizing from other sources.

### **Potential Ethical Conduct Issues**

1. Student-Athlete was interviewed on \_\_\_\_\_, 2010 at approximately \_\_\_\_\_ regarding academic issues. During this interview, Student-Athlete was instructed to bring his laptop to the Compliance Office for forensic testing. Student-Athlete was also instructed during the \_\_\_\_\_ interview not to delete any files from his laptop. Student-Athlete delivered his laptop to the Compliance Office on \_\_\_\_\_ 2010.
2. During an initial search of Student-Athlete's computer, it was discovered that a number of Word, Excel, and Power Point files had been deleted from his computer. The files were discovered in the Recycle Bin of Student-Athlete's computer and the properties of the deleted files indicated that they had been deleted on the evening of \_\_\_\_\_ 2010 at approximately \_\_\_\_\_
3. Following the discovery of the deleted files, Student-Athlete was interviewed again on \_\_\_\_\_, 2010. In that interview, he acknowledged that he knew it was wrong to delete any files because he was told in the \_\_\_\_\_ interview not to delete any files off of his computer.
  - a. Student-Athlete was asked specifically during his \_\_\_\_\_ interview about trying to locate drafts of his \_\_\_\_\_ paper and he stated that he would do so. One of the files discovered in the Recycle Bin was a short one and a half page draft of the \_\_\_\_\_ paper. Student-Athlete states in a follow-up interview on \_\_\_\_\_ that he did not knowingly delete this file as he was trying to delete only his \_\_\_\_\_ documents from the previous \_\_\_\_\_ since his interviews had not included any discussion of this course.

- b. Student-Athlete stated that he deleted the files so that the search of his computer would only turn up files that had been discussed during his interviews in an attempt to speed the investigation along.
- c. Student-Athlete stated that he did not recall deleting the file but if he did, then it was accidental.

### General Academic Assistance from

1. Student-Athlete stated that he for assistance
2. Student-Athlete stated that he did not pay for services nor did anyone pay on his behalf.

### Potential Academic Issues

#### Assignment #1 –

1. At 10:31p on February 18, , Student-Athlete sent an email to with an attached two-page document for to proofread.
  - a. There is no indication of any response from

#### Assignment #2 – prompt

1. At 7:40p on May 27, , Student-Athlete sent an email to with an attached document that outlines the course assignment on .
  - a. 's tutor notes from May 28, state that assisted Student-Athlete in outlining his paper for this assignment.

#### Assignment #3 – Paper

1. At 3:50 p on June 11, , sent an email to Student-Athlete with an attached five-page paper.
  - a. In his interview on , 2010, Student-Athlete stated that he believes he sent paper to her for to check it.
  - b. In his second interview on , 2010, Student-Athlete stated that his computer was “messed up” and that he did all of the work on 's computer.
  - c. The Institution's IT Services has no record of service on Student-Athlete 's computer after January 28, , for the remainder of the calendar year.
  - d. 's tutor notes for June 11, confirm that met with Student-Athlete from 3:00p-4:00p that day and state that “[Student-Athlete ] finished his paper that is due tomorrow. We proofread it together and made sure he had tied in enough concepts from course readings.”

#### Assignment #4 – Final Exam Review Sheet

1. At 3:53p on June 11, , Student-Athlete sent an email to with an attached 2 ½ page document with definitions of terms.

- a. \_\_\_\_\_'s tutor notes from June 15, \_\_\_\_\_ state that \_\_\_\_\_ and Student-Athlete \_\_\_\_\_ reviewed for his final and that he had highlighted what he need to know.

Assignment #5 – \_\_\_\_\_ Midterm/Group Work 10-16

1. At 11:11p on October 18, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_ with an attachment from his professor on the requirements for both the Midterm and the Group Work assignments.
  - a. There is no indication of any response from \_\_\_\_\_.

Assignment #6 – \_\_\_\_\_ Midterm Outline

1. At 11:39p on October 18, \_\_\_\_\_, \_\_\_\_\_ sent an email to Student-Athlete \_\_\_\_\_. Stating "I made an outline – don't know about some because have not taken or tutored this class. 800 words is about 3-4 pages."
  - a. This email was in response to an email from Student-Athlete \_\_\_\_\_ at 11:11 PM on \_\_\_\_\_, October 18, \_\_\_\_\_ where Student-Athlete \_\_\_\_\_ states "I sent two of them."
2. \_\_\_\_\_'s attachment is an outline for the midterm.
  - a. Student-Athlete \_\_\_\_\_ stated that \_\_\_\_\_ completed this outline for him when he was not present.
  - b. At part V. of the outline, \_\_\_\_\_'s email states: "You have to do this part. I don't know anything about this class or concepts."

Assignment #7 – \_\_\_\_\_ Midterm

1. At 11:26p on October 19, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_ with an attached one-page document that is the start of a paper.
2. At 8:31p on October 20, \_\_\_\_\_, \_\_\_\_\_ sent an email to Student-Athlete \_\_\_\_\_ with an attached 2 ½ page paper.
3. Student-Athlete \_\_\_\_\_ stated that he provided \_\_\_\_\_ with a copy of the paper in a hard copy format when he saw \_\_\_\_\_ in person. Student-Athlete \_\_\_\_\_ could not explain why \_\_\_\_\_ then emailed the paper back to him.
4. The Instructor for the course subsequently confirmed that the midterm was a take-home essay/blog entry that was open book. Students were allowed to use class notes, assigned readings, and "course materials" in drafting and finalizing their entries, but they were expected to work independently.
  - a. The Instructor also stated that she expected students to use materials that they prepared individually.
  - b. The syllabus for this course did not include a statement of the Instructor's expectations regarding the Honor Code or a specific list of the materials that should be used during the take home exams.

Assignment #8 – \_\_\_\_\_ Final – Take Home

1. At 7:44a on November 30, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_ with an attached document from the course professor outlining the requirements for the Take Home Final. Student-Athlete \_\_\_\_\_ states that, in general, he and \_\_\_\_\_ do an outline together when they can meet. If they are unable to meet, \_\_\_\_\_ does the outline but Student-Athlete \_\_\_\_\_ writes the paper.

2. At 12:50a on December 5, \_\_\_\_\_, \_\_\_\_\_ sent an email back to Student-Athlete \_\_\_\_\_ with an outline included in the text of the email. \_\_\_\_\_ states in the email “I haven’t \_\_\_\_\_ or know course concepts so it is really hard for me to help you!” There is no attachment.
3. The expectations of the Instructor for this exam are identical to that described above in #4 under Assignment #7 above.

Assignment #9 – \_\_\_\_\_ – Response Paper 1

1. At 11:51a on January 31, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to \_\_\_\_\_.
2. At 8:40p on January 31, \_\_\_\_\_, \_\_\_\_\_ replied to the above email with an outline attached underneath the assignment requirements.
3. Student-Athlete \_\_\_\_\_ stated that he decided not to do this assignment as the paper was optional per the class requirements.

Assignment #10 – \_\_\_\_\_ Paper 4

1. At 3:47p on April 17, \_\_\_\_\_, \_\_\_\_\_ sent an email to Student-Athlete \_\_\_\_\_ with an attached four-page paper.
2. Student-Athlete \_\_\_\_\_ stated that his computer was broken at this time and he used \_\_\_\_\_’s computer to do the assignment.
  - a. The Institution’s IT Services states that Student-Athlete \_\_\_\_\_ brought in his computer to be repaired on April 23, \_\_\_\_\_ and was picked up on May 3, \_\_\_\_\_.
3. At 10:27p on April 25, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to himself with the same paper sent from \_\_\_\_\_ but in a different format.
  - a. Student-Athlete \_\_\_\_\_ stated that he was not sure why the formatting changed.

Assignment #11 – \_\_\_\_\_ 10 Page paper

1. At 10:37p on June 8, \_\_\_\_\_, Student-Athlete \_\_\_\_\_ sent an email to another student, not a student-athlete, with an attached paper of approximately 1 ½ pages and a number of PowerPoint slides.
  - a. The text of the email also contains Student-Athlete \_\_\_\_\_’s Blackboard log-in information along with a note to the other student that the assignment is on page seven of the syllabus.
2. At 8:45a on June 14, \_\_\_\_\_, the other student emailed Student-Athlete \_\_\_\_\_ with an attached paper.
  - a. Text of the email from the other student states “I got you to ten pages and make sure you add your book to the list of references.”
  - b. Student-Athlete \_\_\_\_\_ stated that he does not know what the other student meant when \_\_\_\_\_ states that \_\_\_\_\_ “got you to ten pages”.
    - i. Student-Athlete stated that the other student would ask him questions to get him to think about things and the he would write them up and that is how the paper ended up at 10 pages.
3. Student-Athlete \_\_\_\_\_ stated that he and the other student communicated via telephone while he was at \_\_\_\_\_ the previous weekend and that he wrote the paper.
  - a. Student-Athlete \_\_\_\_\_ stated that he could not explain why there are no email exchanges between himself and the other student besides the June 8 and June 14 emails.

## Student-Athlete (SA )

1) SA

2)

when the assistance described below was provided.

### Situation #1

- 1) At 11:11p on 10/18/ , SA emailed . The text stated: "I sent two of them."
- 2) 28 minutes later (at 11:39p), sent an email to Student-Athlete . The text of the email stated: "I made an outline – don't know about some because have not taken or tutored this class. 800 words is about 3-4 pages." This outline is for SA 's Midterm.
- 3) 's attachment is an outline for the midterm. Student-Athlete stated that completed this outline for him when he was not present.
- 4) Professor stated that students were expected to use materials that they prepared individually, though the syllabus does not explicitly state this.

### Situation #2

- 1) At 11:26p on 10/19/ , SA sent an email to with an attached one-page document that is the start of a paper ( Midterm).
- 2) At 8:31p on 10/20/ , sent an email to Student-Athlete with an attached 2 ½ page paper.
- 3) SA asserts that this paper is his own work, stating that he made the changes suggested to the paper by and then added additional text. SA asserts that he provided with a copy of the paper in a hard copy format when he saw in person. SA could not explain why then emailed the paper back to him.
- 4) The Instructor for the course subsequently confirmed that the midterm was a take-home essay/blog entry that was open book. Students were allowed to use class notes, assigned readings, and "course materials" in drafting and finalizing their entries, but they were expected to work independently and to use materials that they prepared individually.
- 5) The syllabus for this course did not include a statement of the Instructor's expectations regarding the Honor Code or a specific list of the materials that should be used during the take home exams.

### Situation #3

- 1) At 7:44a on 11/30/ , SA sent an email to with an attached document from the course professor outlining the requirements for the Take Home Final.

- 2) SA states that, in general, he and do an outline together when they can meet. If they are unable to meet, does the outline but Student-Athlete writes the paper.
- 3) At 12:50a on 12/5/ , sent an email back to Student-Athlete with an outline included in the text of the email. states in the email "I haven't or know course concepts so it is really hard for me to help you!" There is no attachment.
- 4) The expectations of the Instructor for this exam are identical to that described above in #'s 4 and 5 under Situation #2 above.

### **Interp Request for Situations #1 - #3:**

Has an academic offense occurred? Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I),

would this assistance be considered "an academic offense" per letter (c), or "arranging fraudulent academic credit" per letter (b)?

### **Situation #4**

- 1) On 6/8/ , SA emailed Friend a Paper Outline, Power Point presentation, and start to a 10-page paper (which was 1 ½ pages in length) for his course.
- 2) On 6/14/ , Friend emailed SA a 10-page paper, stating "I got you to 10 pages".
- 3) SA asserts that he spoke with Friend over the phone regarding the paper and received verbal assistance from in that manner, but that he did the work himself while at . He is not sure what Friend meant by "I got you to 10 pages".
- 4) No draft longer than 1 ½ pages was found on SA 's computer.

### **Interp Request:**

Has an academic offense occurred? Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered "an academic offense" per letter (c), or "arranging fraudulent academic credit" per letter (b)?

# Student-Athlete

## Statement of Facts

### Description of Relationship

. Student-Athlete first came to know through the Academic Support Center. Student-Athlete thought was diligent in what did while Student-Athlete states that the last time he believes he communicated to was some time during the football season, either via text or another student-athlete. Student-Athlete discovered that through institutional staff member. Student-Athlete states that he thinks he may have texted for assistance

### Knowledge of Academic Regulations

Student-Athlete states the names of six tutors or staff members that he recalls working with through the Academic Support Center, including . Student-Athlete understands that during tutor sessions, student-athletes are not permitted to get on the tutor's computer and that the tutors are not permitted to work on the student-athlete's computer. Student-Athlete states that he believes he could get tutors cell phone number in case they had questions later on and needed to contact the tutors. Student-Athlete was not aware that allowing tutors to work on the student-athlete's computer was not permissible until the 2009-10 academic year. Student-Athlete was not aware that he should not receive academic assistance outside of the academic center. Student-Athlete states that no staff members told him that he could not get outside help. When Student-Athlete thinks of academic fraud, he thinks of the Honor Code and not using other people's work.

### General Academic Assistance from

1. Student-Athlete states that never wrote anything for him and that only helped with corrections with punctuation and grammar to help make his papers better.
2. Student-Athlete states that he never used 's computer and that they were never in the same place during these email exchanges.
3. Student-Athlete indicated that he did not pay for services following termination from the Academic Support Center, nor did anyone pay on his behalf.

### Potential Academic Issues:

Assignment #1 – Paper

1. November 25, Emails
  - a. Student-Athlete sends an email to at 12:57 AM on , November 25, . The attached document is a ¾ page, single-spaced paper.

- b. Student-Athlete sends an email to at 2:47 AM on , November 25, . The attached document is of the same paper but re-formatted and lengthened.
- c. Both emails were discovered on 2010 through another search of Student-Athlete 's email account. Student-Athlete was interviewed on 2010 but these emails were not discussed.

Assignment #2 –

- 1. June 22, Email
  - a. Student-Athlete sends an email to at 11:14 PM on , June 22, . There is no text in the body of the email. replies nine minutes later at 11:23 PM with a document attached. Student-Athlete states that he believes this assignment was a for the course. Student-Athlete cannot recall is wrote any part of this assignment. In the outline, Student-Athlete states that he believes he wrote the bolded notes so that he knew exactly what he was doing during the . Student-Athlete states that the two numbered questions at the end of the page were not written by him but states that he does not recall if wrote the responses or if it was directly from the assignment itself. A search of Student-Athlete 's email turned up no records of his original email to or any attachments.

Assignment #3 – Midterm

- 1. July 12, Email
  - a. Student-Athlete sends an email to at 8:55 PM on , July 12, and in the text of the email Student-Athlete states “Im lost with number two. the rest are fine.” replies later that night at 10:37 PM with an attached document containing four pages. Attachment from includes Student-Athlete 's last name in the title of the document. Each page contains one question with an answer that is no longer than one page for any of the four questions. Student-Athlete states that he “feels” like he wrote it and that “it was a while ago so I don’t remember exactly what I wrote”. There are no indications in either the text of the email or the attachment itself of any direction on the part of Student-Athlete states that may have called or texted him but does not remember whether or not that happened. Student-Athlete does not recall any direction regarding receiving assistance on the midterm from the professor. A search of Student-Athlete 's email turned up no records of his original email to or any attachments.
- 2. July 8 and 9, Tutor Notes provided to Academic Support staff by
  - a. Tutor notes from the Academic Support Center on 7/8/ indicate that the student-athletes worked independently on questions #1 and #2 and were instructed to work on questions #3 and #4 the following day.
  - b. Tutor notes from the Academic Support Center on 7/9/ indicate that student-athletes worked independently on their take home exam. Notes state

that permitted student-athletes to talk to each other but that did not give answers or proof-read their exams.

Assignment #4 – Final

1. July 23, Email

- a. Student-Athlete sends an email at 9:59 PM on , July 22, to . There is no text in the original email from Student-Athlete . responds to Student-Athlete with an email and an attachment at 12:16 AM on , July 23, . Title of attachment from includes Student-Athlete 's last name in the title of the document. Student-Athlete states initially that he thinks it may be the "final copy" of the paper and not the final exam until it's pointed out that on the paper he has titled it "Final Exam". Student-Athlete states "probably" made some corrections but he knows he wrote the paper and helped with corrections and grammar. A search of Student-Athlete 's email turned up no records of his original email to or any attachments.

## Student-Athlete (SA )

- 1) SA was
- 2) SA states that never wrote anything for him and that just helped him with punctuation and grammar in his papers.
- 3) Official tutor notes written by on 7/8/ , related to this paper, state, “The guys started their midterms today. The midterm is take home and is composed of four 300 word essays. We briefly discussed some of the questions and what chapters to use in the book. But they worked independently typing their essays for questions 1 and 2. They are going to work on questions 3 and 4 tomorrow.”
- 4) Official tutor notes written by on 7/9/ , related to this paper, state, “The guys worked independently on their take home exams typing their essays. I let them talk to each other, because they would (sic) told they could consult each other. But I did not give answers or proofread their essays.”
- 5) On July 12, , SA sent an email to .
- 6) The text of his email read, “I’m lost with number two, the rest are fine.”
- 7) We do not have the original email, so we do not have the attachment that was attached.
- 8) Two hours later, sends an email back to SA with a paper attached.
- 9) We have this attachment. All four midterm questions are completed with one-page answers.
- 10) When asked about what assistance he believes provided with regard to this paper, SA stated that he “feels” like he wrote it and that “it was a while ago so I don’t remember exactly what I wrote”.
- 11) Professor indicated that he does not remember explicitly telling students that they should work on this midterm independently, but he assumed that students would know that such assistance would not be permissible under the Honor Code. He also stated that this information was included on the syllabus.
- 12) We have not been able to obtain a copy of the syllabus to confirm this information.
- 13) University administrators have reviewed this case and determined that the facts do not warrant further review through the University Honor Court process.

### Interp Request:

Has a violation of Bylaw 10.1-(b) *Unethical Conduct* occurred in this instance?

## Student-Athlete (SA )

- 1.
2. From April through June , 52 emails regarding academic matters are exchanged between the SA and . In general terms, SA states that he would work with together while in the same room and that he would frequently use computer. He states that this is the reason for a number of emails between and himself.

### Situation #1

1. SA emails at 7:54 PM on 11/9/ . responds to SA approximately 4 hours later and states “it’s 2 pages but I can’t expand anymore. I already feel like I am being redundant. I’m sorry, but it’s better than nothing.”
  - a. When originally asked on /2010 if he did this paper, SA states “Not really I guess”.
  - b. When asked again on /2010 about this assignment and the assistance received, SA states that he doesn’t really remember what happened and that he was confused by the words in the /2010 interview.
  - c. SA does not really remember how things went on this assignment during 2<sup>nd</sup> interview but states that did not write the paper for him.

### Situation #2

1. There is correspondence between SA and on seven homework assignments for during the Spring semester.
2. The professor states that for all homework assignments:
  - a. “Students were not permitted to seek outside assistance for homework assignments other than through UNC Writing Center, UNC Academic Support Program, or other authorized UNC resources. Students were also not permitted to be working in groups.”
3. Specifically, on the email dated 2/14/ , states in the email “here is due . Your is (I did this when I took ). Also, put your TA name on the paper when you open it... there’s a blank for it!”.
4. When SA was asked on /2010 if did for him, he states “might’ve done this homework. Yeah.”
  - a. During the follow-up interview on /2010, SA states that he answered the question in the first interview that because of the way the question was asked.
  - b. SA states during the /2010 interview that he does not know/recall this particular assignment and that he does not want to say something in which he is not sure because he does not want to get anyone in trouble.

5. On [redacted] emails on 3/25/ [redacted], SA [redacted] emails [redacted] at 8:14 AM and tells [redacted] that he has a [redacted] assignment due that day. SA [redacted] receives an email back from [redacted] at 4:21 PM that day with an attachment slightly longer than one page, single-spaced.
6. SA [redacted] states that he remembers doing this work with [redacted] working on computer, either at [redacted] apartment or at the library, during that day.

### Situation #3

1. SA [redacted] emails [redacted] on 6/10/ [redacted] twice in the span of 15 minutes with his paper. States in the email "Hey I am sending the two sites I used for the quotes... if u can, can u put the citations in the paper I think it's just a couple im kinda confused".
2. Paper is returned from [redacted] to SA [redacted] eight hours later. A cover page had been added and the formatting had been adjusted.
3. SA [redacted] states that he asked [redacted] for help putting citations in because he believed he had missed a couple.

### **Interp Request for Situations #1 - #3:**

Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), [redacted] would this assistance be considered "an academic offense" per letter (c), or "arranging fraudulent academic credit" per letter (b)?

## Student-Athlete Academic Statement of Facts

### Description of Relationship

Student-Athlete met

Student-Athlete referred to as a “friend”. Student-Athlete knew that he had developed a friendship with

### Knowledge of Academic Regulations

Student-Athlete does not remember formal education concerning what assistance tutors can provide. He believed that tutors can help with edits and proofreading, and that they could discuss these edits or write comments in the margins of the paper.

### Potential Ethical Conduct Issues

1. Student-Athlete was interviewed two times during this review. During his first interview (on a ), when asked about the last time he had contact with , his response was “at a football game ”.
2. During his second interview, when questioned again about this issue, Student-Athlete indicated that he had actually gone to house on night (the day before the first interview) for a few minutes. His reasoning for not bringing this to our attention in the first interview was that since he was at house and spoke with for only a few minutes, he didn’t think it “counted”. He said that his last “long” conversation with was at the high school football game on .
3. He stated that while other teammates arrived at ’s apartment when he was there, it was not a formal gathering, and he had no knowledge that other student-athletes would be there. He stated that he was not invited to house; rather, he just stopped by house to see how was doing, and that this was a common occurrence.
4. Student-Athlete stated that he did not speak with or his teammates about the interviews the next day. They spoke, rather, about Student-Athlete ’s upcoming course schedule, the start of for , and the high school football game they attended on .

### General Academic Assistance from

1. Student-Athlete indicated that he would start work on papers himself, and then forward them to for feedback, including ideas for information to add to the paper.
2. Student-Athlete indicated that would not type at the computer; rather, would read through the paper and give him ideas about what he needed to add in certain spots.

3. On occasions, Student-Athlete would use 's computer, as well as his roommates' ) as his computer did not work a lot of the time – would not have an internet connection and was very slow. Student-Athlete brought in his laptop for examination. No documents were found on it and he said that was because he had taken it to ITS (Information Technology Services) and they had wiped it clean when they fixed it.
4. Student-Athlete stated that every time helped him with a paper, he was the one doing the work. He never sent a paper to fix and send back to him. would provide ideas, but none of the actual words for the paper.
5. Student-Athlete indicated that he did not pay for services nor did anyone pay on his behalf.

### Potential Academic Issues ( )

4/5/

1. Student-Athlete sent two papers, entitled “ paper 1.doc for ” and “ analysis.doc .doc”.
2. The papers were dated from the fall semester (8/23/ and 12/2/ ), but Student-Athlete believed they were just misdated, and that he was seeking proofreading assistance from . In fact, however, his transcript indicates that he took in the fall semester, contradicting his account of why he was sending the paper to . He stated that never did the work for him; rather, he would send them to for feedback and they would talk about the changes that needed to be made.
3. Once transcripts were reviewed and the term in which Student-Athlete had taken the course was clarified, Student-Athlete indicated that he was not sure why he had sent these papers to . He did not know if was helping someone in the class and had asked for these papers for that purpose.

6/21/ and 6/23/

1. sent Student-Athlete two emails, which he forwarded to Student-Athlete . The forwarded versions had two attachments entitled “ addition” and “ paper”. Student-Athlete was enrolled in in the first term of summer session .
2. Student-Athlete believed that Student-Athlete was late in turning in his paper and needed help with ideas.
3. Student-Athlete indicated that might have worked with on these papers.

10/12/

1. Student-Athlete sent an email with an attachment entitled “ ” to . The attached paper has comments in the margins of the paper, which, according to Student-Athlete , were placed there by the professor in the course.

2. Student-Athlete stated that [redacted] came to his house and helped him with the Power Point and the paper. He stated that [redacted] would not do his Power Points for him; he was always at the keyboard. Student-Athlete [redacted] successfully answered a series of questions on how to do a Power Point.

1/26/ [redacted], 1/28/ [redacted], 2/1/ [redacted], 2/18/ [redacted], 4/14/ [redacted], 5/4/ [redacted]

1. [redacted] sent several papers, discussion questions, and rubrics to Student-Athlete [redacted] on these various dates. These attachments were entitled “ [redacted] rubric”, “ [redacted] paper 1”, “ [redacted] paper 2”, “ [redacted] paper 1”, “ [redacted] paper 3”, “ [redacted] paper 5”, “ [redacted] paper 3”, “ [redacted] paper 5”, “ [redacted] discussion 3”, “ [redacted] paper”, “ [redacted] paper 10.” Student-Athlete [redacted] explained that [redacted] so he was trying to catch up with his coursework. There were three separate emails, for instance, from [redacted] to Student-Athlete [redacted] on February 18.
2. In all cases, Student-Athlete [redacted] indicated that he was either present or on the phone with [redacted] and [redacted] was helping him verbally, while he was making physical changes to the papers.
3. One two different occasions, both with [redacted], [redacted] copied Student-Athletes [redacted] and [redacted] on the email. Student-Athlete [redacted] stated that this was most likely to give Student-Athlete [redacted] an idea about what to write.
4. Student-Athlete [redacted] stated that [redacted] never wrote any of his papers. [redacted] only helped him with grammar mistakes.
5. Student-Athlete [redacted] stated that [redacted] never physically made changes to his papers, and that sometimes they were working on [redacted]’s computer. Student-Athlete [redacted] indicated that his computer was not working at the time. It was verified with IT services that Student-Athlete [redacted]’s computer received a new hard drive on April 16, [redacted].

3/28/ [redacted]

1. Student-Athlete [redacted] emailed a paper entitled “ [redacted] paper 3” to both Student-Athlete [redacted] and [redacted].
2. Student-Athlete [redacted] stated that [redacted] was working with both him and Student-Athlete [redacted] in this course, and that she would help them individually. Student-Athlete [redacted] indicated that he believed that his computer password had expired and he couldn’t get into his email account to email it to himself, so he asked Student-Athlete [redacted] to email it to him. When asked about this issue in his interview, Student-Athlete [redacted] verified that the issue in this instance was likely that his password had expired and that he hadn’t been able to get into his own email account.

# Student-Athlete Academic Statement of Facts

## Description of Relationship

Student-Athlete met

. Student-Athlete indicates that they were acquaintances, but not close friends. Student-Athlete indicated knowledge that He worked with again during the summer of , because he knew was a good tutor and because his computer was being repaired at ITS. He therefore requested help in tutoring and the use of computer.

## Knowledge of Academic Regulations

Student-Athlete acknowledges using tutors for help with phrasing and “making sure things sound right”. He defines academic fraud as someone doing/typing your work for you.

## General Academic Assistance from

1. Student-Athlete states that he wrote all of his papers and that only helped him with his grammar.
2. Student-Athlete indicated that he did not pay for services nor did anyone pay on his behalf.

## Potential Academic Issues

11/25/

1. Student-Athlete forwards an email at 10:31 AM to from someone who he does not recall knowing. Student-Athlete claims not to remember sending this email since he had another tutor for this course.
2. Student-Athlete emails 3 minutes later with more information for this course about a group presentation.
3. Student-Athlete “honest to God” doesn’t recall sending anything to for this course. Student-Athlete had another tutor who made him go to the library to work on his assignments for this course. Student-Athlete does not recall name but said tutored and that used to work in .
4. Student-Athlete thinks that ’s email must have popped up when he typed in the email address but also states multiple times that he did not even know at this point.
5. No email was found from back to Student-Athlete

3/1/

1. Student-Athlete sends an email to on , March 1, at 6:04 PM. The attached document is 5 page paper for and the name of the file is “SA- ”.
  - a. The text of the email is “can you line cheat for me an (sic) do my introduction’.
2. Student-Athlete states that he remembers because it was from his own personal experience.
3. Student-Athlete states that he asked to “do my introduction” because he wanted to check the grammar in the introduction. Student-Athlete states that he had already had someone else grammar check the rest of the paper and that the introduction was the last thing he wrote.
4. No email was found from back to Student-Athlete .

3/4/

1. Student-Athlete sends an email to on , March 4, at 9:16 PM. The attached document is a three page document and the file is titled “outline template”.
2. Student-Athlete immediately recalls the assignment during his /10 interview and identifies it as his
3. Student-Athlete states that looked this over for grammar.
4. No email was found from back to Student-Athlete .

7/6/

1. Student-Athlete sends an email to on , July 6, at 9:59 AM. The attached document is over 11 pages long but appears incomplete at the end. The file name of the document is “ ”.
  - a. There was no indication of a return email with this document from to Student-Athlete during a search of emails.
2. Student-Athlete states that he was responsible for writing on this assignment. Student-Athlete states he would ask for grammatical assistance. Student-Athlete states that asked for a hard copy to make grammar changes and gave it back to him to make the changes and turn in.
  - a. Student-Athlete never indicates that he emailed the document to even though the discussion focuses on the 7/6/ email of the document.

9/22/ & 9/28/

1. Student-Athlete sends an email to on , September 22, at 7:30 PM. There is no attachment to the email. The content of the email appears to be a description of the requirements for a essay.
2. Student-Athlete sends another email to on , September 28, at 6:56 PM with no text in the email but only an attached document. The attached document is a 2 page paper and the file is named ‘ ’.
  - a. There was no indication of a return email for either of the above emails from to Student-Athlete during a search of emails.
3. Student-Athlete states that he asks for assistance from but he does not receive any. Student-Athlete states that he did only one of the two papers for the course and

that is one of the reasons he failed the course. Student-Athlete then states that assisted with his grammar.

12/1/

1. Student-Athlete receives an email from Student-Athlete on , December 1, at 6:06 PM. The text of the email from the other student-athlete says “you’re lucky I’m saving your ass”. Both Student-Athletes and were in the same section of this course during the Fall semester. Student-Athlete then forwards on the email to directly from the other student-athlete, including the attachment. The attachment is a one page, single spaced paper and the file is named ‘ ’.
2. Student-Athlete forwards the email to for the first time at 7:15 PM on , December 1, . The attached paper still has Student-Athlete ’s name on it when he forwards it to at 7:15 PM. One minute later, at 7:16 PM, Student-Athlete re-sends the email, this time without forwarding the original email from Student-Athlete , and has his own name at the top of the same paper.
  - a. No email was found from back to Student-Athlete .
3. Student-Athlete claims he did not understand how to write the paper so he turned to Student-Athlete for guidance. Student-Athlete states he put his name on the original paper because would not assist him if saw Student-Athlete ’s name on the paper. Student-Athlete states that he knew if he turned the paper in word for word that he would have an Honor Court issue. Student-Athlete also claims that he did use some of the original paper’s ideas to add on to his own paper, “used ideas but wrote my own paper”.
  - a. Student-Athlete states that the reason he changed the name on the top of the paper to his own is because is the type of person who does not want him or any of the guys to get in trouble with Honor Court.
4. The professor for this course has subsequently provided the following information: The students were given sample questions to help guide their analyses. The professor made a point of telling me that students were encouraged to seek feedback and help from others on these assignments, and indeed that it was acceptable to use text from another student’s work as long as that text was properly attributed by footnote, etc.

12/8/

1. Student-Athlete sends an email to on , December 8, at 8:26 PM. The text of the email says “if you can add anything then please do if you can.....” The attachment is a one half page, single spaced document and the file name of the attachment is ‘ ’.
  - a. No email was found from back to Student-Athlete .
2. Student-Athlete states that students were required to and then write about and turn it in. Student-Athlete states that he went to for suggestions on “bigger” words.
  - a. Student-Athlete states that the was of .
3. Student-Athlete says he’s unsure if responded via email with suggestions or did not respond to Student-Athlete at all.

1/20/

1. Student-Athlete emails on , January 20, at 7:19 PM. There is no text in the email. There are two documents attached to the email and the files are named 'FINAL essay 1-b' and 'FINAL essay 2'. Each document is one page each, single spaced.
  - a. No email was found from back to Student-Athlete .
2. Student-Athlete indicates that he sent this to to have check on his grammar. Student-Athlete is not sure if it is permissible or not to receive assistance on this take home final.

7/21/

1. Student-Athlete stated that he completed this take-home final on 's computer at home, because his was broken at the time. ITS confirmed that his computer was being serviced at the time.
2. Student-Athlete sent a document to at 2:34 PM on , July 21, . Attachment includes the complete test and is sent twice. The first time, at 2:30 PM, was sent to an invalid email address for - Student-Athlete sent it to an @ account rather than an @ account. The 2:34 email is sent to the @ account used by .
3. Student-Athlete states that the reason he copied the exam was so that he could work on the exam without using the time limit up while logged in to Blackboard. Student-Athlete states that the professor told the students that it was permissible for students to close in and out of the exam. Student-Athlete states that once the professor said that, he decided to open the exam, copy and paste it, then close it so that it wouldn't affect his time limit and that he could check his answers before opening the exam back up online.
4. Three hours later (5:36p), sent a one-paragraph document to Student-Athlete .
5. After completing the work, Student-Athlete stated that he emailed it to himself, from 's computer (and email account), so that he would have a record of his answers, should they not post appropriately to Blackboard.
  - a. Student-Athlete also claims that he took the actual exam on 's computer at house but that did not assist him with the exam.
6. Student-Athlete stated that he was permitted to use his course notes for the exam, and that the extent to which provided assistance was to check over his grammar and punctuation, as well as to define terms.
7. *Confirmation was subsequently received from the professor of the course that it was permissible for students to use notes and open/close the exam. However, the professor referenced the syllabus, which stated "You are expected to take all exams ALONE."*

## Student-Athlete (SA )

1. SA met

### Situation #1

1. SA sends an email to on , 3/1/ at 6:04 PM. The attached document is 5 page paper for ". The text of the email is "can you line cheat for me an (sic) do my introduction".
  - a. SA states that he asked to "do my introduction" because he wanted to check the grammar in the introduction. SA states that he had already had someone else grammar check the rest of the paper and that the introduction was the last thing he wrote.
  - b. There is no evidence of a response back from .

### **Interp Request for Situation #1:**

Has a violation of Bylaw 10.1-(b) *Unethical Conduct* occurred in this instance?

### Situation #2

1. SA receives an email from Student-Athlete on , 12/1/ at 6:06 PM. The text of the email from the other student-athlete says "you're lucky I'm saving your ass". SA forwards the email to for the first time at 7:15 PM on , December 1, . The attached paper still has Student-Athlete 's name on it when he forwards it to at 7:15 PM. One minute later, at 7:16 PM, Student-Athlete re-sends the email, this time without forwarding the original email from Student-Athlete , and has his own name at the top of the same paper.
2. The professor for this course has subsequently provided the following information: The students were given sample questions to help guide their analyses. The professor made a point of telling me that students were encouraged to seek feedback and help from others on these assignments, and indeed that it was acceptable to use text from another student's work as long as that text was properly attributed by footnote, etc.

### **Interp Request for Situation #2:**

Has an academic offense occurred? Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I), would this assistance be considered "an academic offense" per letter (c), or "arranging fraudulent academic credit" per letter (b)?

### Situation #3

1. SA sent a document to at 2:34 PM on , 7/21/ . Attachment includes the complete final exam for the course. SA states that the reason he copied

the exam was so that he could work on the exam without using the time limit up while logged in to Blackboard. SA states that the professor told the students that it was permissible for students to close in and out of the exam. SA states that once the professor said that, he decided to open the exam, copy and paste it, then close it so that it wouldn't affect his time limit and that he could check his answers before opening the exam back up online.

2. SA stated that he completed this take-home final on \_\_\_\_\_'s computer at \_\_\_\_\_ home, because his was broken. Campus ITS confirmed that his computer was being serviced at the time.
3. Three hours later (5:36p), \_\_\_\_\_ sent a one-paragraph document to SA \_\_\_\_\_. After completing the work, SA \_\_\_\_\_ stated that he emailed it to himself, from \_\_\_\_\_'s computer (and \_\_\_\_\_ email account), so that he would have a record of his answers, should they not post appropriately to Blackboard.
4. SA \_\_\_\_\_ stated that he was permitted to use his course notes for the exam, and that the extent to which \_\_\_\_\_ provided assistance was to check over his grammar and punctuation, as well as to define terms if he didn't understand the question.
5. Confirmation was subsequently received from the professor of the course that it was permissible for students to use notes and open/close the exam. However, the professor referenced the syllabus, which stated "You are expected to take all exams ALONE."

### **Interp Request for Situation #3:**

Pursuant to the 9/6/2000 Official Interpretation on Academic Fraud (I),

\_\_\_\_\_ would this assistance be considered "an academic offense" per letter (c), or "arranging fraudulent academic credit" per letter (b)?