



BOSTON COLLEGE 2008-09 SPORTS AGENT/FINANCIAL ADVISOR REGISTRATION

Dear Sports Agent/ Financial Advisor:

This letter is to make you aware of the Boston College Athletics Department Program for Agents and Financial Advisors for the 2008-09 academic year. This program was developed to help student-athletes, family members, coaches, athletics department staff members, and agents/financial advisors understand the NCAA bylaws, rules, and regulations regarding agents /financial advisors. We ask for your cooperation in complying with this program.

Accompanying this letter is the Annual Boston College Athletics Department Agent/Financial Advisor Registration Form (**Attachment A**). Any agent/financial advisor interested in communicating with a Boston College student-athlete is required to register **every year** with the Compliance Office by completing, signing, and returning this form to:

Jerome P. Rodgers
Associate Athletic Director for Compliance
Boston College Athletics Department
308 Conte Forum
140 Commonwealth Avenue
Chestnut Hill, MA 02467
rodgerje@bc.edu
(617) 552-8570 phone
(617) 552-8786 fax

A database of those agents/financial advisors who have registered with Boston College will be maintained by the Compliance Office and shared with the Ticket Office, select head coaches, and other appropriate Boston College personnel. The Compliance Office may research the background of each agent/financial advisor, including, but not limited to, education, current and former clients, services provided, applicable certifications, disciplinary history, and references.

Also accompanying this letter is the Boston College Program for Agents/Financial Advisors (**Attachment B applicable to Football only**) and the Summary of NCAA Regulations and Other Amateurism Provisions (**Attachment C**). It is expected that all agents/financial advisors read and become familiar with the policies, rules, and regulations contained therein.

The Boston College Athletics Department looks forward to working with you during the coming year. We greatly appreciate your cooperation and assistance with this program. If you have any questions regarding this program, please contact me.

Sincerely,

Jerome P. Rodgers
Associate Athletic Director for Compliance



BOSTON COLLEGE ATHLETICS DEPARTMENT

**ANNUAL AGENT/FINANCIAL ADVISOR REGISTRATION FORM
2008-09 ACADEMIC YEAR**

Completion of this form **every year** is required for registration in the Boston College Agent/Financial Advisor Program. This form must be completed **in its entirety** prior to contacting any student-athlete.

I. General (please print or type)

Name: _____ Date of Birth: _____

Phone: (____) _____ Email: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

If affiliated with a particular firm or agency as an athlete agent/financial advisor, please indicate:

Name of Firm/Agency: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: (____) _____ Fax: (____) _____

Website: _____

Please indicate the Boston College student-athlete(s), by sport, that you plan to contact in the upcoming year:

II. Education

High School

School Name: _____

Location (city, state): _____

Month/ Year Graduated: _____

College (Undergraduate)

School Name: _____

Location (city, state): _____

Month/ Year Graduated: _____

Graduate/Legal

School Name: _____

Location (city, state): _____

Month/ Year Graduated: _____

Admitted to Bar (circle one): Yes No

If yes, please provide State and Date: _____

III. Experience

Number of years experience as an athlete agent/financial advisor: _____

Sports in which you currently represent athletes and total number of athletes in each sport:

_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT A

Names of at least 10 athletes (or all clients, if fewer than 10) you previously or currently represent and, in team sports, the team/league to which each athlete is currently under contract and name of team representative with whom you negotiated this contract. Write “none” if you currently do not represent any athlete. If you represent athletes in more than one sport, please provide this information for at least five clients (athletes) in each sport. Use additional sheets if necessary. Feel free to attach a document that includes this information.

<u>Player Name</u>	<u>Team/ League</u>	<u>Team Representative</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide the names and telephone numbers of five athletes whom you previously represented or currently represent and whom may be contacted by the Boston College Compliance Office, Boston College student-athletes, or designees representing a student-athlete’s family.

Do you have any runners working for you? If so, please identify them below as well as their fee arrangement. Are they employees of your organization or contractors? Who typically makes the first contact with the prospective athlete — you or a runner? Feel free to attach a document that includes this information.

<u>Runner Name</u>	<u>Employee or Contractor</u>	<u>First Contact</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Other Qualifications

Current membership in professional organizations: _____

Occupational or professional licenses (e.g., certified public accountant, chartered life underwriter) and date obtained: _____

Are you currently certified by the NFLPA? _____
Yes No Years Certified

Are you currently certified by the NBPA? _____
Yes No Years Certified

Are you currently certified by the MLBPA? _____
Yes No Years Certified

Are you currently certified by the NHLPA? _____
Yes No Years Certified

Have you ever been disciplined by any of these associations? _____

If yes, please explain: _____

Please provide a copy of the valid registration certificate for each of the associations above in which you are certified. **Attach and submit with this form.**

V. Professional Services

General services performed for client athletes (check those that apply and indicate fee charged):

Player Contract Negotiation _____ Hourly fee or percentage: _____

Endorsement Contract Negotiation _____ Hourly fee or percentage: _____

Legal Assistance _____ Hourly fee or percentage: _____

Tax Consulting _____ Hourly fee or percentage: _____

Money Management _____ Hourly fee or percentage: _____

Financial Planning _____ Hourly fee or percentage: _____

Other (please explain): _____

For the services you perform for client athletes, list the names and addresses of individuals, firms, or agencies that assist you in providing these services. Use additional sheets if necessary or provide via attachment.

Name	City	State
------	------	-------

Name	City	State
------	------	-------

Name	City	State
------	------	-------

Do you receive a fee/kickback from the agency used to assist you in providing these services?

Do you charge the athlete for these additional services? _____

Does the athlete sign any additional agreements to cover these additional services?

In receiving compensation for contract negotiation services, do you receive payment “up front” or are your payments received as the player is compensated?

Do you limit the number of clients you will represent? If yes, please explain.

Do you earn income from work performed in some capacity other than as a player-agent/financial advisor?

Yes _____ No _____

If yes, describe other occupation(s) or service(s) for which you are paid:

Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined or disqualified as an attorney, as a member of any other profession, or as a holder of any public office? If yes, please describe each action, the dates of the occurrence, and the names and addresses of the authority imposing the action in question.

Have you ever been convicted of or pled guilty to a criminal charge, other than minor traffic violations? Yes _____ No _____

If yes, please indicate the nature of offense, date of conviction, criminal authority involved, and punishment assessed:

VI. Previous Employment (last two positions and dates of employment)

Firm: _____ Position/ Date: _____

Address: _____

City State

Firm: _____ Position/ Date: _____

Address: _____

City State

VII. References (Non-Client)

Name: _____ Position: _____

Address: _____

City State

Email: _____ Phone: (____) _____

Name: _____ Position: _____

Address: _____

City State

Email: _____ Phone: (____) _____

Name: _____ Position: _____

Address: _____

City State

Email: _____ Phone: (____) _____

I certify that the above information is true, accurate, and complete to the best of my knowledge. Further, I certify that I will notify Jerome P. Rodgers, Associate Athletic Director for Compliance, before the first contact with a student-athlete who has eligibility remaining in any sport and is enrolled at Boston College. I also have reviewed the *Boston College Program for Agents/Financial Advisors*, a current copy of which has been provided to me along with this registration form, as well as the Summary of NCAA Regulations and Other Amateurism Provisions, and have not engaged in any activity that would jeopardize the eligibility of any Boston College student-athlete. I understand that failure to comply with the terms of this certification and the applicable NCAA legislation may result in the initiation of legal proceedings by Boston College against me and the assessment of civil penalties upon me.

Signature: _____

Date: _____



BOSTON COLLEGE ATHLETICS DEPARTMENT

**PROGRAM FOR AGENTS/FINANCIAL ADVISORS
(FOOTBALL ONLY)**

BOSTON COLLEGE TEAM RULES

Boston College Football Program Policy

In addition to the rules set forth by the NCAA and NFLPA, it is the firm policy of the Boston College football program to **prohibit any and all contact between agents and student-athletes with eligibility remaining**. The term “agents” includes any individuals or entities, as well as their employees or associates, interested in representing student-athletes in negotiations to participate in football at the professional level.

If the staff of the football team or any other members of the Boston College Athletics Department staff learns that ANY student-athletes with eligibility remaining have held any discussions with agents, those student-athletes may be subject to immediate suspension from the team.

Exception to Boston College Football Program Policy

In the event the Boston College football team is invited to participate in an end-of-season bowl game, an exception to the above policy will be made for those student-athletes who will exhaust their football eligibility at the conclusion of the bowl game. Under this exception, such student-athletes and their parents will have one full calendar week during which to meet with agents and their representatives. In accordance with NCAA rules, they still may NOT enter into any oral or written contracts with any agents. In addition, the student-athlete and his relatives or friends still may NOT receive any benefits from any agent. All NCAA rules are still in full force and effect. Failure to comply may result in a student-athlete’s remaining eligibility for the bowl game to be lost.

As an example, if the final regular season game (including ACC Championship game when applicable) takes place on a Saturday, student-athletes who will exhaust their eligibility at the conclusion of the upcoming bowl game, as well as their relatives, may commence contact in-person with an agent after that final game, and such discussions may continue until the end of the day on the following Saturday. After that period of time, all in-person contact with agents must cease, and may only resume when the student-athlete’s eligibility is exhausted at the end of the bowl game.

If a student-athlete with any eligibility remaining would like to contact an agent, and the timing does not fall within the exception outlined above, he must receive the approval of the head coach of the football team, as well as the Associate Athletic Director for Compliance, before any contact with the agent may occur.

Please remember that the exception is to contact agents only, not to enter into any agreements with agents or accept any benefits from agents. All NCAA rules still apply until eligibility is exhausted.

Agent Registration

In accordance with long-standing Boston College Athletics Department policy, all agents wishing to represent or even merely contact student-athletes or their family members must register with the Athletic Department's Compliance Office before they may do so. Contact information for the Compliance Office can be found at the bottom of this page.

Agent registration is done for several reasons. First, it is done so that student-athletes are not distracted from their academic and athletic responsibilities at Boston College. Second, the athletic department would like to make sure that the agents who are trying to contact student-athletes have good track records. Lastly, the eligibility of the student-athletes and the reputation of the department must be preserved.

The Athletic Department respectfully requests that you register with the Compliance Office prior to contacting any student-athlete or family member.

BOSTON COLLEGE PROFESSIONAL SPORTS COUNSELING PANEL
CONTACT INFORMATION:

Jerome P. Rodgers
Associate Athletic Director for Compliance
Boston College Athletics Department
308 Conte Forum
140 Commonwealth Avenue
Chestnut Hill, MA 02467
rodgerje@bc.edu
(617) 552-8570 phone
(617) 552-8786 fax
<http://bceagles.cstv.com/compliance/bc-compliance-agents.html>

Warren K. Zola
Chair, Prof. Sports Counseling Panel
Assistant Dean, Graduate Programs
Carroll School of Management
Fulton Hall, Room 320
140 Commonwealth Avenue
Chestnut Hill, MA 02467
warren.zola@bc.edu
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BOSTON COLLEGE ATHLETICS DEPARTMENT

**SUMMARY OF NCAA REGULATIONS
AND OTHER AMATEURISM PROVISIONS**

NCAA RULES REGARDING AGENTS

The exact language of several NCAA rules and regulations are copied below for your review. Immediately following the quoted text throughout this document, you will find an additional, and hopefully clearer, explanation of the rule.

NCAA Bylaw 12.1.2 – Amateur Status

“An individual loses amateur status and thus shall not be eligible for intercollegiate competition in a particular sport if the individual:

- (a) Uses his or her athletics skill (directly or indirectly) for pay in any form in that sport;
- (b) Accepts a promise of pay even if such pay is to be received following completion of intercollegiate athletics participation;
- (c) Signs a contract or commitment of any kind to play professional athletics, regardless of its legal enforceability or any consideration received;
- (d) Receives, directly or indirectly, a salary, reimbursement of expenses or any other form of financial assistance from a professional sports organization based on athletics skill or participation, except as permitted by NCAA rules and regulations;
- (e) Competes on any professional athletics team per Bylaw 12.02.4, even if no pay or remuneration for expenses was received;
- (f) After initial full-time collegiate enrollment, enters into a professional draft (see also Bylaws 12.2.4.2.1 and 12.2.4.2.3); or
- (g) **Enters into an agreement with an agent.**”

Explanation: While this bylaw attempts to address many aspects of retaining eligibility, it also shows that entering into **any** agreement with an agent causes a student-athlete to lose amateur status, thereby becoming ineligible for intercollegiate competition.

NCAA Bylaw 12.3.1 – General Rule

“An individual shall be ineligible for participation in an intercollegiate sport if he or she ever has agreed (**orally or in writing**) to be represented by an agent for the purpose of marketing his or her athletics ability or reputation in that sport. Further, an agency contract not specifically limited in writing to a sport or particular sports shall be deemed applicable to all sports, and the individual shall be ineligible to participate in any sport.”

Explanation: Anything that can be seen in any way, shape, or form as a contract or agreement with an agent will be construed as a contract by the NCAA, and all of the

student-athlete's remaining eligibility will be lost. The contract can be created by a document put in writing, a verbal agreement, or even a simple handshake promise. Therefore, the moment a student-athlete and an agent enter into any sort of agreement for the purpose of marketing the student-athlete's ability or reputation in a particular sport, that student-athlete loses ALL intercollegiate eligibility in that sport. Even if the agreement is later to be shown to be legally unenforceable, the NCAA will rule that the student-athlete nevertheless intended to enter into the agreement, which is enough to render them ineligible for all intercollegiate competition.

NCAA Bylaw 12.3.1.1 – Representation for Future Negotiations

“An individual shall be ineligible per Bylaw 12.3.1 if he or she enters into a verbal or written agreement with an agent for representation in future professional sports negotiations that are to take place after the individual has completed his or her eligibility in that sport.”

Explanation: While it has always been clear that a student-athlete agreeing to immediate representation from an agent loses all of his or her remaining eligibility, the same is true when the two parties agree that the actual representation will not start until a date in the future. For example, **if a student-athlete has eligibility remaining but agrees to have an agent represent him or her one month after exhausting eligibility, the NCAA would state that that student-athlete has just entered into a contract with the agent. Regardless of when the contract actually begins, the very act of an agreement is enough to jeopardize all of the student-athlete's remaining eligibility.**

NCAA Bylaw 12.3.1.2 – Benefits from Prospective Agents

“An individual shall be ineligible per Bylaw 12.3.1 **if he or she (or his or her relatives or friends)** accepts transportation or other benefits from:

- (a) Any person who represents any individual in the marketing of his or her athletics ability. The receipt of such expenses constitutes compensation based on athletics skill and is an extra benefit not available to the student body in general; or
- (b) An agent, even if the agent has indicated that he or she has no interest in representing the student-athlete in the marketing of his or her athletics ability or reputation and does not represent individuals in the student-athlete's sport.”

Explanation: **Student-athletes, their relatives, and their friends may NOT accept any benefits from any agents or those who work for agents.** This goes for ALL student-athletes, ALL immediate family, ALL extended family, and ALL friends. This is true even if the agent is not interested in representing that student-athlete. The term “benefits” is extremely broad and includes, but is not limited to: a) money; b) food or drink; c) merchandise; d) transportation; e) gift certificates; f) apparel; and g) services. In reality, a benefit can be almost anything. Therefore, if any such benefit is received from an agent, or anyone in the employment of an agent, by the student-athlete, or his or her relatives or friends, the student-athlete's eligibility's will be adversely impacted. Please be aware of those people who work for agents. They are known in the industry as “runners” and many times, though not officially agents themselves, these runners can act on behalf of the agents.

PROFESSIONAL DRAFT

In addition to rules regarding agents, the NCAA has very strict rules in place with regard to professional drafts.

NCAA Bylaw 12.2.4.1 – Inquiry

“An individual may inquire of a professional sports organization about eligibility for a professional-league player draft or request information about the individual's market value without affecting his or her amateur status.”

Explanation: The NCAA allows a student-athlete to find out on his or her own about their particular market value or potential place in a draft. For example, in football, a student-athlete may contact the NFL’s Advisory Committee in New York to see where the NFL believes he could possibly be drafted.

NCAA Bylaw 12.2.4.2 – Draft List

“After initial full-time collegiate enrollment, an individual loses amateur status in a particular sport when the individual asks to be placed on the draft list or supplemental draft list of a professional league in that sport, even though:

- (a) The individual asks that his or her name be withdrawn from the draft list prior to the actual draft;
- (b) The individual's name remains on the list but he or she is not drafted; or
- (c) The individual is drafted but does not sign an agreement with any professional athletics team.”

Explanation: Generally speaking, once a student-athlete commences full-time enrollment at any college, that student-athlete loses all remaining eligibility in a particular sport when he or she requests to be placed on the draft list for any professional league in that sport.

NCAA Bylaw 12.2.4.2.1 Exception-Basketball - Four Year College Student-Athlete

An enrolled student-athlete in basketball may enter a professional league's draft one time during his or her collegiate career without jeopardizing eligibility in that sport, provided the student-athlete is not drafted by any team in that league and the student-athlete declares his or her intention to resume intercollegiate participation within 30 days after the draft. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics.

Explanation: The legislation was adopted to ensure that a four-year college basketball student-athlete has an opportunity to “test the waters” of a professional career while leaving the door open to return to school if the above mentioned guidelines are followed.

NCAA Bylaw 12.2.4.2.2 Exception-Basketball – Two Year College Prospective Student-Athlete

A prospective student-athlete enrolled at a two-year collegiate institution in basketball may enter a professional league's draft one time during his or her collegiate career without jeopardizing eligibility in that sport, provided the prospective student-athlete is not drafted by any team in that league.

Explanation: This legislation was adopted to ensure that a two-year college basketball prospective student-athlete may enter their name into the draft as long as they are not drafted by a team in that league.

NCAA Bylaw 12.2.4.2.3 Football Exception FBS/FCS

In football, an enrolled student-athlete (as opposed to a prospective student-athlete) football may enter the National Football League draft one time during his collegiate career without jeopardizing eligibility in that sport, provided the student-athlete is not drafted by any team in that league and the student-athlete declares his intention to resume intercollegiate participation within 72-hours following the National Football League draft declaration date. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics.

Explanation: This legislation was adopted to allow a four-year college football student-athlete the opportunity to enter his name into the NFL draft while leaving the door open to return to school if the above mentioned guidelines are followed.

NCAA Bylaw 12.2.4.2.4 Exception - Sports Other than Basketball and Football

An enrolled student-athlete in a sport other than basketball or football may enter a professional league's draft one time during his or her collegiate career without jeopardizing his or her eligibility in the applicable sport, provided the student-athlete is not drafted and within 72 hours following the draft he or she declares his or her intention to resume participation in intercollegiate athletics. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics.

Explanation: This legislation was adopted to allow a four-year college student-athlete in sports other than basketball and football to “test the waters” of a professional career while leaving the door open to return to school if the above mentioned guidelines are followed.

NCAA Bylaw 12.2.4.3 Negotiations.

An individual may request information about professional market value without affecting his or her amateur status. Further, the individual, his or her legal guardians or the institution's professional sports counseling panel may enter into negotiations with a professional sports organization without the loss of the individual's amateur status. An individual who retains an agent shall lose amateur status.

Explanation: This legislation allows for a student-athlete to request information about his/her professional market value without affecting their amateur status. Such information may not be gathered by an agent or anyone associated with an agent (e.g., runner) on behalf of the student-athlete.

VIOLATIONS OF NCAA BYLAWS

Throughout the years, many institutions have been required to enforce the rules of the NCAA in all areas of athletic compliance. The following summaries of actual NCAA case reports provide a glimpse at some of the troublesome areas regarding agents, as well as how many student-athletes have had their eligibility for intercollegiate competition put in jeopardy. In addition, the cases show how important it is for institutions to stay on top of things by continuing to educate their student-athletes and staffs.

While not all violations of NCAA bylaws require the immediate loss of all remaining intercollegiate eligibility, it should be noted that the NCAA seems to be taking a harsher stance on violations in the area of agents, so potential penalties may be tougher than the ones noted below.

Following the summary of the last violation (#5), you will find answers to the question of what can happen if a student-athlete competes while ineligible. As you will see, the results are always harsh and occasionally disastrous for both the student-athlete and the institution.

Violation #1

Signing with an Agent prior to Exhausting Eligibility

Date: September 2005

Facts: Subsequent to full-time collegiate enrollment, football student-athlete (SA) signed a National Football League Players Association (NFLPA) Standard Representation Agreement (SRA) with an agent January 4, 2005. Specifically, SA initially enrolled at the institution in fall 2001, but did not compete as he was a non-qualifier. SA competed for the institution during the 2002 and 2003 seasons. SA did not compete during the 2004 season as he was academically ineligible. SA was pre-registered for spring 2005 classes in November 2004. SA received NCAA rules education at the institution which included information that SA should not sign with an agent if he wanted to participate in intercollegiate football at an NCAA institution. In early January 2005, an agent made contact with SA. According to SA, the agent told SA that he (the agent) would check on SA's eligibility status to compete in intercollegiate football and told SA that he (the agent) had checked with the institution and the NCAA and was told SA did not have any remaining eligibility. The agent did not tell SA whom he had spoken to at the institution or at the NCAA. The agent presented SA with the SRA and explained it to him. SA then read and signed the SRA. Sometime prior to signing the SRA, SA spoke to the institution's coordinator of academic enhancement for SAs (academic coordinator) who advised she would get back with him to address whether he had any eligibility remaining at the institution. SA and his mother attempted to contact the academic coordinator to inquire into SA's eligibility status over the Christmas break and left messages when they were unable to reach her. The academic coordinator did not return a call prior to SA signing the SRA, but on returning from break returned SA's call. SA's mother said it was approximately one week between when she contacted the academic coordinator and when she heard back from her in January 2005. SA indicated the agent told SA there was a deadline by which SA needed to sign with the agent in order to enter the National Football League (NFL). SA did not contact the NFL or the NFLPA about how to enter the NFL, but relied on the agent's information. SA made no attempts to contact his coaches or athletics administrators about his eligibility status. SA did not tell anyone at the institution

about him signing the SRA. SA signed the SRA despite his mother advising him he needed to hear back from the academic coordinator. SA read the SRA and understood when he signed it he was forfeiting his eligibility to participate in intercollegiate football at the institution and was not confused about what he had signed and what the document meant. At the time SA signed the SRA, he did not have confirmation from the institution or the NCAA regarding his eligibility status, but he signed the SRA based on the agent's statements that SA had no eligibility remaining. Subsequent to signing the SRA, SA advised his mother that he had signed it. SA's mother was upset SA signed the contract and contacted the agent to request that he tear up the agreement which the agent agreed to do. The agent sent a letter, dated January 20, 2005, to SA in which he terminated his services with SA and added the SRA agreement SA signed was void. Information provided by agent contradicted SA's story, however, institution requested staff make decision based on facts presented by SA.

Institutional Action: The institution did not certify the SA to compete.

Enforcement Action: No further action.

Eligibility Action: STAFF: Eligibility not reinstated.

Rationale: STAFF: Based on case precedent, the staff did not reinstate SA's eligibility due to his signing an agreement with agent. The staff noted the institution did not put forward significant mitigation to warrant relief from this type of violation. Signing a contract with an agent is a serious violation from a reinstatement perspective. In this case, SA chose to rely on the agent's representations regarding SA's eligibility instead of verifying this information with proper officials at the institution. The staff also noted SA had received education regarding NCAA legislation regarding signing an agreement with an agent and when SA signed the agreement; he understood he was forfeiting his eligibility to participate in intercollegiate football at the institution.

Violation #2

Signing with Agent and Receipt of Benefits

Date: August 2004

Facts: During the 2004 spring semester, student-athlete (SA) decided to enter the 2004 National Football League (NFL) Draft. SA signed a National Football League Players Association (NFLPA) Standard Representation Agreement (SRA) with an agent February 25, 2004, obtained a \$50,000 line of credit based on his future earnings potential as a professional athlete (with a \$38,159.38 outstanding balance), accepted impermissible benefits from his agents, accepted expenses from professional teams and two apparel companies, and signed a marketing agreement with the NFL Players Inc. (Players). The benefits totaled \$87,069.15 and were received over the time period beginning February 24 and ending June 10, 2004. The impermissible benefits SA received included, but were not limited to, his acceptance of a payment arising from his licensing agreement with Players (\$8,000), use of an automobile based on his athletics reputation (\$630), receipt of sports apparel (\$2,435), expenses from professional football teams (\$1,721.30), expenses associated with a pre-draft physical (\$1,393.32) and benefits from his agents including training with Competitive Edge, access to a trainer, nutritionist, caretaker, limousine rental, arrangement for legal representation, disability insurance and a one-day trip to the Bahamas (\$34,730.15).

Institution and SA indicated that his decision to pursue a career as a professional football player and subsequent actions in violation of NCAA amateurism legislation arose from a legal finding that removed the NFL's eligibility restrictions regarding the NFL Draft and thereby, made him

eligible to declare for the 2004 NFL Draft. Specifically, February 5, 2004, a lower court held that the NFL's restriction regarding eligibility for the NFL Draft was an unreasonable restraint on trade in violation of the antitrust laws. In addition, February 11, a judge denied the NFL's request for the court to issue a stay regarding the lower court's decision pending appeal. Subsequent to the lower court's decision, SA indicated he consulted with several of the institution's football coaches, his close friends and parents in order to make his decision to declare for the NFL Draft and hire an agent. SA indicated he understood that he was making a decision to give up his collegiate eligibility by entering the 2004 NFL Draft and that by signing an agent agreement he was becoming a professional.

April 19, 2004, the Second Circuit Court of Appeals granted a stay of the lower court's decision and May 24, 2004, it reversed the lower court's decision. As a result of these rulings, the NFL eligibility rule was back in effect, restricting access to the NFL Draft to players who are three full college football seasons removed from high-school graduation. SA was no longer eligible to participate in the 2004 NFL Draft.

SA terminated his agent agreement June 10, 2004, and has not received any impermissible benefits following the termination date in an effort to pursue reinstatement of his NCAA eligibility.

Institutional Action: Not applicable.

Enforcement Action: Not applicable.

Eligibility Action: STAFF: Eligibility not reinstated.

Rationale: STAFF: The staff did not reinstate the SA's eligibility based on the numerous amateurism violations presented in the case which included signing with an agent and receipt of \$87,069.15 of impermissible benefits, of which a significant amount was provided by SA's agent and involved a \$50,000 line of credit secured based on his future earnings potential as a professional athlete. The SA acknowledged that he knowingly abandoned his amateur status and eligibility when he decided to pursue a career in professional football and signed an agreement to be represented by an agent following the lower court's ruling to invalidate the NFL's eligibility restrictions for the draft. Further, SA decided to abandon his amateur status in light of the legal uncertainty and on-going litigation regarding NFL eligibility restrictions for the 2004 NFL Draft. Although the staff considered the mitigation as presented by the institution, the staff determined that given the breadth and scope of SA's actions that led to significant NCAA amateurism violations, the totality of his actions resulted in him exceeding the threshold for reinstatement within the amateurism principles. As a result, given the membership has indicated that amateurism is a cornerstone principle of the NCAA, his actions resulted in permanent ineligibility.

Violation #3

Agent Agreement for future representation an Benefits form a prospective Agent

Date: February 2007

Facts: While still in high school and 16 years old, men's baseball prospective student-athlete (PSA) agreed verbally that he would choose an agent, who was acting as his advisor, to be his agent in the future if he was drafted and if he decided to turn professional instead of going to college. Additionally, PSA was aware that the agent was calling several professional baseball teams to inquire about his draft status prior to the 2006 Major League Baseball (MLB) draft. Institution reported that no other agent activity occurred and agent never participated in any negotiations on PSA's behalf. NCAA membership services staff indicated that the telephone calls

placed by the agent to the teams constituted a benefit from an agent given PSA did not compensate him for making the calls. In addition, PSA's verbal commitment to use him as his agent if he decided to become a professional baseball player constituted a violation of NCAA legislation in that PSA had an oral agreement for future representation. PSA subsequently was drafted in the 19th round but all negotiations by the team were conducted with his family and they did not include the agent. PSA decided not to sign with MLB and instead enrolled for the 2006-07 academic year. PSA indicated he was unaware that what the agent was doing was impermissible and that the oral, informal agreement was only brought up on one occasion. Institution reported that the agent indicated to PSA that his eligibility would not be impacted unless he signed an agreement or accepted material benefits. PSA also indicated that numerous players in high school have such advisors and some have gone on to play collegiate baseball. Institution reported that PSA indicated that he and his family lost touch with the agent by the time the 2006 MLB draft occurred and that they had been misled by him during the process. Institution became aware of the violation during compliance meetings at the start of the academic year.

Institution Action: Not applicable.

Enforcement Action: Not applicable.

Eligibility Action: STAFF: Eligibility reinstated with the condition that PSA be withheld from the first 50 percent of the 2006-07 baseball season. The contests must be among those used for consideration for team selection for the NCAA championship. COMMITTEE: The committee upheld the staff's decision in this case.

Rationale: STAFF: Based on case precedent and the totality of circumstances, the staff determined that despite the serious nature of the violations (agent agreement for future representation and benefits from a prospective agent), relief from permanent ineligibility was appropriate in this case. Specifically, the staff noted the starting point involving oral and written agreements with agents remains permanent ineligibility as noted in the NCAA Division I Student-Athlete Reinstatement Guidelines which were endorsed by NCAA Division I Management Council at the 2006 January meeting. However, the staff recognized despite the seriousness of the violations and the opportunity to inquire with NCAA and/or coaches during the recruitment process, reinstatement with a significant condition was appropriate. Specifically, relief from permanent ineligibility was provided in part based on prospective student-athlete's disclosure of the oral agreement, the limited and unique circumstances surrounding the making of the oral agreement, a lack of marketing or negotiating on the behalf of the prospective student-athlete, the conditional nature of the oral agreement, misinformation provided by the agent and the described environment of advisors and/or agents within the sport of baseball leading to some confusion on the part of prospective student-athlete and his family regarding permissible activities. COMMITTEE: The committee agreed to uphold the staff's decision. The committee noted that the staff had mitigated from permanent ineligibility (i.e., loss of four seasons and five years) to a 50-percent withholding condition such that the prospective student-athlete would have all four seasons remaining. The committee considered the challenges associated with the involvement of agent/advisors who generally initiate contact with baseball prospects, and the particular nature of the prospective student-athlete's relationship with this advisor who was known to him to also be an agent. Further, noting the seriousness of and policies related to agent violations, the committee felt that sufficient weight had been assessed for the violations that occurred. As such, the committee was unable to identify additional mitigating factors that warranted relief from the 50-percent withholding condition.

Violation #4

Signing Contract with Professional Baseball Team and Accepting Benefits

Date: January 2006

Facts: Prior to initial collegiate enrollment, a men's baseball prospective student-athlete (PSA) signed a contract with a professional baseball team and accepted expenses from a professional baseball team in conjunction with the signing of the contract and traveling with the team. In addition, PSA verbally agreed to have an agent represent him in negotiations and that future compensation would be provided to the agent following approval of PSA's contract with the professional baseball team. Institution provided documentation including statement from professional baseball team representative, PSA, agent and a copy of the contract signed by PSA June 27, 2005, which reflected a \$475,000 signing bonus and salary of \$1,100 per month. Professional baseball team indicated that PSA accepted \$3,080.29 in expenses in conjunction with the signing of the contract and that the family directed the team to communicate with agent regarding any financial terms to be set forth in the contract and the team complied with this request. Institution noted PSA joined the professional team only briefly prior to leaving the team, he received \$120 in meal money as well as travel expenses associated with competition but he did not accept any of the signing bonuses. PSA indicated he changed his mind after a few days with the team and wanted to participate in collegiate athletics. PSA indicated that he believed he had retained an advisor and that he would not trigger agent status or payment until the contract was approved.

Subsequent to the initial staff decision, institution provided statement from PSA's mother and letters from his grandparents. PSA's mother noted in part that she was out of work for approximately six months prior to SA signing the agreement, she had a significant loss of salary during this time and that the family put pressure on PSA to sign with the professional team.

Institution Action: Not applicable.

Enforcement Action: Not applicable.

Eligibility Action: STAFF: Eligibility was not reinstated. STAFF RECONSIDERATION: Eligibility was not reinstated.

Rationale: STAFF: Based on case precedent involving amateurism violations as well as the 2002 NCAA Division I Management Council's directive for all student-athletes initially enrolling at any collegiate institution for the 2003-04 academic year or later involving pre-enrollment amateurism violations including signing a contract and accepting a salary or expenses from a professional team. The staff noted given the serious nature of PSA's actions (e.g., signing a professional baseball contract that included a significant signing bonus and salary to play professional baseball and triggering agent violations) and a lack of mitigation presented that warranted relief, resulted in his eligibility not being reinstated.

Violation #5

Signing Professional Contract with Team After Initial Collegiate Enrollment.

Date: February 2004

Facts: Subsequent to student-athlete's (SA's) initial collegiate enrollment, SA signed a contract and participated in an impermissible tryout with a professional baseball team, having received travel expenses associated with the physical examination. In addition, SA violated NCAA agent legislation when an advisor contacted a representative of the professional baseball team regarding SA's contract following the Major League Baseball (MLB) draft. Specifically,

subsequent to SA's junior year in college SA was selected by the Toronto Blue Jays (Blue Jays) in the 41st round of the MLB draft. Prior to his selection, SA indicated he met with an advisor to discuss the services available from the advisor. SA stated that he indicated to the advisor that he was interested in being represented by them and they kept in touch by telephone. SA stated he did not sign an agreement with the advisor or provide him any money for his services, as he was just an advisor. SA indicated he contacted the advisor following the June 3, 2003 draft and during that call the advisor indicated he would speak to the team's scout to go over details. It was SA's understanding that the advisor and scout discussed what was included in SA's contract but did not negotiate anything on behalf of the SA. In a subsequent statement, SA indicated that during his initial meeting with the advisor he never really told the advisor that he wanted him to be his advisor but rather "it was a situation where he kind of knew I was interested and pursued me from then on." SA indicated his father had died when SA was 16 and as a result of this, felt it necessary to have an advisor during this process. SA indicated he was drafted following high school graduation (2000 in the ninth round) but turned the opportunity down for a chance to attend college and play baseball for the institution. SA indicated that he sat down with the head coach and discussed NCAA legislation regarding the use of agents and advisors; however, SA indicated that he was never really educated on the issues of amateurism and the signing of a contract. SA's baseball coach indicated he met with SA prior to the 2003 baseball season and discussed sports agents and advisors, and that he told SA he should not accept anything or sign a contract with an advisor or agent. Following the draft, the coach continued to communicate with SA, trying to get him to return to school for his senior year and that SA made no mention of having an advisor. The coach indicated SA stated that if he was not drafted in the top 15-20 rounds he would very likely return to school for his senior year. Following the 2003 draft, SA met with a Blue Jays representative in Georgia and was given a preliminary physical where he was told he was "perfectly healthy". On June 11, the Blue Jays paid for SA's round trip travel, housing and meals to Florida (\$783.06) where he underwent a physical and then met with team representative to sign a Minor League Uniform Player Contract. SA signed the contract which provided for a \$5,000 signing bonus, a monthly salary of \$850 and an opportunity to participate for three semesters in the College Baseball Scholarship Program (\$2,700/semester). Following the signing of the contract, SA was taken to an orthopedic surgeon who took x-rays of SA's pitching arm. As a result the examination and x-rays in Florida, the doctor detected a possible bone spur in SA's pitching arm. SA was then told by the team that they could not take the risk of signing him and therefore considered the contract voided. SA returned to the hotel and flew home the next day, June 13. SA did not participate in any on-field activities nor receive anything from the team beyond expenses associated with the trip to Florida. Institution provided documentation reflecting the league was notified July 9 that SA's contract was voided by the Toronto Blue Jays. SA has one season remaining in the sport of baseball.

Institution Action: Institution is considering enhancing rules-education provided to SAs regarding amateurism in light of SA's circumstances. The SA has indicated his willingness to repay (or donate to a charity) the value of the benefits he received.

Enforcement Action: No further action.

Eligibility Action: STAFF: Eligibility not reinstated.

Rationale: STAFF: Based on case precedent The staff reviewed the circumstances presented by the institution and determined that SA clearly demonstrated an intent to professionalize himself in the sport of baseball. Specifically, subsequent to SA's third year of enrollment at an NCAA institution and ample opportunities for rules-education, SA signed a contract with a professional baseball team, which included a \$5,000 signing bonus and \$850 monthly salary. The act of

knowingly signing a contract with a professional team is indicative of intent to become professional, and thus professionalizes the SA to the point of not warranting reinstatement. In addition, SA caused his advisor to act as an agent when the SA requested the advisor contact the Blue Jays to discuss SA's contract following his selection in the 2003 MLB draft, an activity alone that is a serious violation of NCAA amateurism legislation. Together, SA's action's caused him to professionalize himself and because of the failed physical, SA would have continued to pursue his professional baseball career.

What happens if a student-athlete competes while ineligible?

If a student-athlete does something to render himself or herself ineligible for intercollegiate competition but continues to engage in such intercollegiate competition, there are several repercussions for both the individual student-athlete and the institution as reviewed in the following bylaws:

NCAA Bylaw 31.2.2.3 – Participation While Ineligible

“When a student-athlete competing as an individual or representing the institution in a team championship is declared ineligible following the competition, or a penalty has been imposed or action taken as set forth in Bylaw 19.5.2.2-(e) or 19.7 of the NCAA enforcement program, the Committee on Infractions may require the following:

(a) **Individual Competition.** The individual's performance may be stricken from the championships records, the points the student has contributed to the team's total may be deleted, the team standings may be adjusted accordingly, and any awards involved may be returned to the Association. For those championships in which individual results are recorded by time, points or stroke totals (i.e., cross country, golf, gymnastics, indoor track and field, outdoor track and field, rifle, swimming and skiing), the placement of other competitors may be altered and awards presented accordingly. For those championships in which individual results are recorded by advancement through a bracket or head-to-head competition, the placement of other competitors shall not be altered.

(b) **Team Competition.** The record of the team's performance may be deleted, the team's place in the final standings may be vacated, and the team's trophy and the ineligible student's award may be returned to the Association”

Explanation: Basically, if a student-athlete competes while ineligible, they jeopardize their team's performance in a competition. For example, if an ineligible student-athlete competes in a competition; his team's results in that contest may be stricken from the records. In other words, a victory on the field may end up being a loss in the record books.

NCAA Bylaw 31.2.2.4 – Institutional Penalty for Ineligible Participation

“When an ineligible student-athlete participates in an NCAA championship and the student-athlete or the institution knew or had reason to know of the ineligibility, the NCAA Committee on Infractions may assess a financial penalty.”

Explanation: Not only can an ineligible student-athlete's competition affect the institution's on-field results, it can also result in monetary fines for the institution as well.