



Université Laval 20 juin 2002

**Ruling of Canadian Interuniversity Sport (CIS) Discipline Committee Regarding the March 25, 2002 self-disclosure of Université Laval
June 20, 2002**

Discipline Committee Members:

Sandy Slavin, Athletic Director, University of Lethbridge - Chair
Drew Love, Athletic Director, Carleton University
Clint Hamilton, Athletic Director, University of New Brunswick

PROCESS:

In accordance with Section XI - Discipline of Members, Athletes and Others of the Canadian Interuniversity Sport (CIS) 2001 Operations Manual, the CIS Discipline Committee determined on June 4 that there was a breach of Eligibility Rule C.3(b): Maximum Years by Université Laval, specifically with respect to allowing Enrico Pierre to participate during the 2001 Football season.

FACTS:

- An ineligible student-athlete, Enrico Pierre, participated with the Université Laval ("Laval") football team during the 2001 football season.
- Laval was made aware of the breach by a football coach at another Quebec Intercollegiate Football Conference ("QIFC") institution. Shortly thereafter, on March 25, 2002, Laval self-disclosed the breach to the CIS.
- Enrico Pierre was statistically one of the top 5 receivers in the QIFC during the 2001 season, but was ineligible for CIS participation having previously completed his eligibility within the NCAA at the University of New York at Buffalo (CIS Regulation C.3.b).
- Laval finished the 2001 regular season in the QIFC with 5 wins and 3 losses.
- Laval subsequently hosted and won 2 QIFC playoff games against Bishop's University and McGill University, and participated in the Atlantic Bowl - ultimately losing to Saint Mary's University.
- In accordance with CIS regulation ELIGIBILITY REGISTRATION- RULE I:
"Each member institution shall put in place a system to accurately monitor the academic status and eligibility of its Canadian Interuniversity Sport athletes on an on-going basis."
- Laval effectively delegated the responsibility for verifying the eligibility of student-athlete's who transfer from another institution, to the head coach of each sport.

IT IS DETERMINED THAT:

1. Laval did not have an adequate system in place to provide for effective monitoring of its athletes, nor, did they provide the support or guidance necessary to allow the coach to ensure accurate verification of the athlete's status;
2. Laval was in breach of CIS Eligibility Regulation C.3.b when Enrico Pierre participated with its football team during the 2001 football season;
3. In addition to the regular season games, Laval hosted 2 QIFC playoff games and participated in the Atlantic bowl while playing an ineligible athlete;

4. The disclosure of this breach resulted not from internal identification by Laval, but rather, was initiated only after notification from another member institution;
5. Enrico Pierre, and Laval head coach, Glenn Constantin, were unwitting participants in the breach, and did not deliberately seek to circumvent CIS Eligibility Rules.

THE FOLLOWING SANCTIONS ARE IMPOSED:

BY THE QIFC:

1. Laval will forfeit all games played during the 2001 football season, which will be reflected within the records as 0 wins and 8 losses;
2. McGill University will be awarded the Dunsmore Cup. Laval will arrange for delivery of the Dunsmore Cup to the QIFC. The name "Univeriste Laval" will be removed from the Dunsmore Cup and replaced with the name "McGill University".

BY CIS:

1. Laval is hereby fined in the amount of \$5,000 for the administrative errors that led to the breach of CIS regulations;
2. Laval shall undertake such procedural, structural or other changes as may be required to minimize the chance of future violations, and shall provide a progress report regarding their efforts to the CIS on or before July 26th, 2002.
3. Laval will reimburse the sum of \$10,000.00 (\$5,000 for each of the two hosted playoff games) to the QIFC. It is intended that the above sum shall be disbursed at the QIFC's discretion to those institutions against whom Laval competed during the regular season.
4. Laval shall return to each affected party, any and all financial assistance (the "assistance") it received from them, for its participation in the Atlantic Bowl. This shall include, but may not be limited to, any and all funds received from CIS, AUS, St.Mary's University, and QIFC. Where there is any disagreement with respect to an accounting of such funds, CIS' decision shall be final and binding. Laval's re-imbursement to CIS in this regard shall be the greater of the assistance actually received, or \$7,500.00;
5. Laval shall pay to the CIS its costs of these proceedings within 30 days of being provided with an accounting thereof.

The above were determined to be appropriate penalties for the offence, in consideration of the gravity of the breach, the number, and the nature, of games played (playoffs), and incorporates a requirement for Laval to compensate the QIFC and its members from earnings generated as the host of playoff games, and as a participant in the Atlantic Bowl.

The CIS notes that Laval has cooperated fully in the investigation of this breach.

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