



United States Department of the Interior

BUREAU OF INDIAN EDUCATION

Personnel Security Office

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Albuquerque, NM 87104

Haskell Indian Nations University – Administrative Investigation Report January 13, 2023

Allegations of Harassment, Bullying, Nepotism, Theft, Sexual Assault, Workplace Harassment/Intimidation/Bullying, Fraud, Waste and Abuse, and Drinking on Campus at Haskell Indian Nations University, located in Lawrence, Kansas

INVESTIGATIVE REPORT

This investigative report was prepared by the undersigned Administrative Investigation Board (AIB or Board) and submitted to the BIE Human Resources Officer (HRO) on November 7, 2022.

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Background

The matters investigated were reported to the BIE through various letters and anonymous complaints filed by students and current and former employees of Haskell Indian Nations University (HINU), alleging non-responsiveness to student grievances, student harassment and bullying by HINU administrators, theft, nepotism, sexual assaults, workplace harassment/intimidation/ bullying, fraud, waste, and abuse.

The BIE HRO, acting within the delegated scope of his authority, created an independent AIB comprised of BIE employees from the offices of Personnel Security

and Employee and Labor Relations, granting Authorization to Conduct an Administrative Investigation into said allegations at HINU and any serious matter found while conducting the investigation.

Allegations to be Investigated

Students allege they made serious reports to Mona Gonzales but never received a response. Expressed serious grievances to acting Interim HINU President, Tamara Pfeiffer, and sent emails and a letter requesting a meeting but never received a response. Sent emails and a letter to BIE Director, Tony Dearman, expressing their grievances and did not get a response. Sent two emails and a letter to Bryan Newland expressing their grievances and did not get a response. Students and former HINU employees allege:

1. Students allege they were forced to sign a “No-contact” order and allege management intimidated and threatened everyone if they failed to comply.
2. Bullying and harassment by Haskell Administrators and a select group of student athletes.
3. Witnessing the theft of thousands of dollars of federal property by (b) (6), (b) (6), and (b) (6). Mainly athletic gear.
4. Illegally breaching our coaches’ contract through systematic harassment and false allegations.
5. Giving 2 Haskell Administrators athletic coaching positions even though they did not have any coaching experience.
6. Nepotism – Hiring (b) (6) as the (b) (6) supervising (b) (6) (b) (6).
7. Naming (b) (6) yet identifying (b) (6) as the (b) (6) on the school athletic website.
8. (b) (6) and (b) (6) called two meetings lasting about 2 hours each and said everyone had to be present. At the meetings, they became aggressive and threatened students with reprimands if they violated the no contact orders.
9. Allegations that Mona Gonzales threw out multiple applications for individuals that applied for the athletic director position not giving them a fair opportunity to compete and to give (b) (6) an unfair advantage.
10. (b) (6) alleged intimidation and bullying toward Clay Mayes and that Mayes is being railroaded.
11. (b) (6) alleged there is a conflict of interest because (b) (6) (b) (6) is the (b) (6), former cross-country coach. Alludes that Mayes is being harassed because he was hired into (b) (6) former position.
12. (b) (6) alleges nepotism and states the (b) (6) supervises all coaches at some point.
13. (b) (6) claimed she was the victim of sexual assault.
14. (b) (6) alleges a (b) (6) sexually assaulted three other students and was allowed to remain in the dorms. She alleges the alleged perpetrator was not removed from the dorms until later and not due to the assault, but due to drinking violations.

15. (b) (6) alleges (b) (6) and (b) (6) were loading their vehicle with athletic gear and drove off campus.
16. Students allege (b) (6) took notes for students making allegations about Clay Mayes

Short Summary

Students allege they reported serious grievances to Mona Gonzales, Interim HINU President, Tamara Pfeiffer, BIE Director, Tony Dearman, and Assistant Secretary Bryan Newland, expressing their grievances and did not get a response or any indication their issues would be addressed.

The Board could not find any evidence where any management official recognized the students or made any attempt to respond, even to let them know they would investigate their concerns. The students interviewed said the Board was the only entity that contacted them to inquire about their grievances.

In June 2022, student complaints were received by (b) (6) (b) (6), and she forwarded the complaint to the Office of Investigator General (OIG). The OIG declined to investigate the complaints on or about June 13, 2022. On or about July 7, 2022, (b) (6) requested (b) (6) and a Team of HR staff to investigate the student allegations and tasked them to conduct an administrative investigation. The team traveled on July 10, 2022, to Haskell Indian Nations University (HINU), located in Lawrence, Kansas, on July 10, 2022, to conduct as many in-person interviews as possible during the week. Approximately 34 subjects were contacted and interviewed. The Board found:

Students allege and the Board confirmed they were required to sign “No-contact” orders from HINU leadership and were informed they could not discuss any of the issues pertaining to the allegations against Coach Clay Mayes (Mayes) with anyone, including their parents. This requirement appeared to be unprecedented and was recommended or at least discussed with BIE Employee Relations. Students allege Tonia Salvini and others threatened and intimidated them into signing the “No contact” order. Evidence supports this student allegation.

Mayes, a contract coach, was required to sign a “No contact” order until the allegations against him were investigated. Although this is common practice with a BIE employee who is placed under investigation, this requirement also appears to be unprecedented as it pertains to a contractor. HINU leadership testified that the BIE E&LR staff advised of this course of action. The Board believes the BIE Employee Relations staff should have informed HINU leadership that issues involving contractors should be referred to the contracting officer and should not have made any recommendations otherwise as contractors are not employees. Furthermore, the Board believes a simple fact-finding by a neutral party may have resolved many of the unfounded allegations against Mayes without the need for the Postal Service or anyone else having to conduct a full-blown

investigation. Of significance, most of the allegations against Mayes were found to be frivolous at best.

Some students alleged bullying and harassment by Haskell Administrators and a select group of student athletes. The Board found two factions of students that had opposing views. One of the factions supported the (b) (6) (b) (6) (b) (6). The other faction supported the new Cross-Country coach, Clay Mayes. Based on testimony, students interviewed perceived that if they supported Mayes, the (b) (6) and their supporters either ignored them or treated them differently after learning of their support for Mayes. The students that supported the (b) (6), basically didn't like his coaching style, and seem to be opposed to change. Of significance, the (b) (6) were more concerned about the education experience of students and making sure they had fun. Mayes, on the other hand, was hired to raise the competitive level of the cross-country program and to recruit collegiate level athletes.

The Board found evidence (b) (6) (b) (6) (b) (6) became passive aggressive toward the students that favored Mayes, and their behavior contributed to the students' belief they were being bullied and/or harassed.

Several individuals alleged (b) (6), and (b) (6) have stolen athletic gear for years and given this gear to family, friends, and others. The investigation revealed there is no mechanism in place to track athletic gear and no policy requiring athletic gear and equipment to be tracked. Although there is evidence that the (b) (6) have been seen loading equipment or athletic gear into their vehicles, there is no evidence the items were stolen or not properly distributed.

Some students alleged HINU illegally breached their coaches' contract through systematic harassment and false allegations. The Board believes Mayes was set up for failure, intentionally not provided policies or procedures, not provided an orientation, and was harassed by (b) (6) and (b) (6). HINU leadership and BIE HR Employee Relations staff overreacted to mere allegations with limited or no direct evidence. Mayes's contract was eventually terminated without evidence of any wrongdoing.

Student athletes alleged two (2) Haskell Administrators were given athletic coaching positions even though they did not have any coaching experience. The board found this allegation is supported by the facts. Neither the Contracting Office, the Contracting Officer Representative, or HINU leadership ensure applicants for coaching positions have the necessary experience and are well qualified to coach at the collegiate level.

HINU Students and staff allege nepotism exists in the Athletic Department. The Board determined this allegation has merit because (b) (6) is involved with the day-to-day interactions with (b) (6). Although HINU leadership attempted to provide a buffer and have someone else supervise (b) (6) on paper, this was not reality as (b) (6) continued to be involved and there is no evidence that any other HINU supervisor

performed any duties as it relates to supervising (b) (6) while he was responsible for performing his head coach responsibilities. Those assigned responsibility for supervising (b) (6) could not provide any evidence that they performed any supervisory responsibility associated with (b) (6).

Students alleged (b) (6) was named as the (b) (6), yet (b) (6) was identified as the (b) (6) on the school athletic website. The Board investigated this issue and found that (b) (6) was placed on administrative leave due to an unsubstantiated complaint for which a student alleged inappropriate touching. Over the period of three to four months, (b) (6) was authorized to work remotely from his home. (b) (6) was assigned as the temporary coach while the allegations against (b) (6) were being investigated. The Board does not believe (b) (6) was placed in the (b) (6) role as a cover to allow (b) (6) to continue coaching, because he did not. The Board also believes HINU named (b) (6) as the (b) (6) (b) (6) assuming her function in that position was only for a temporary duration.

(b) (6) and (b) (6) called two meetings, allegedly lasting about two (2) hours each and said everyone (the students on the cross-country and track teams) had to be present. At the meetings, they became aggressive and threatened students with reprimands if they violated the no contact orders. As previously stated in the first two (2) allegations, the students allege they were threatened and intimidated into signing the "No contact" order and were told they couldn't even discuss the issues with their parents. Evidence appears to support this assertion. In addition, if there was no bullying or harassment, the Board believes there was passive aggressive behavior by (b) (6) and (b) (6) toward the students that supported Mayes, that contributed to the students' belief they were bullied and/or harassed at these meetings.

Allegations that Mona Gonzales threw out multiple applications for individuals that applied for the athletic director position not giving them a fair opportunity to compete and to give (b) (6) an unfair advantage. This is not supported by the evidence. The Board found that individuals that applied for the HINU Athletic Director position were properly referred. The Board found that some applicants resumes were severely lacking and did not provide sufficient detail to support their claims of experience. The Board did find that (b) (6) was previously removed/reassigned from the (b) (6) (b) (6) and that some of the same issues for which she was removed/reassigned appear to be like allegations against her in this report.

(b) (6) alleged intimidation and bullying toward Clay Mayes and that Mayes is being railroaded. As stated in allegation #4 above, the Board believes Mayes was set up for failure, intentionally not provided policies or procedures, not provided an orientation, and was harassed by (b) (6) and (b) (6). HINU leadership and BIE HR Employee Relations staff overreacted to mere allegations with limited or no direct evidence. As previously stated, the Board believes the issues brought to the E&LR Specialist's attention should have been referred to the Contracting Officer. Mayes's contract was eventually terminated without evidence of any wrongdoing. (b) (6) also alleged there is a conflict of interest because (b) (6) is

the (b) (6), (b) (6). The investigation revealed resentment by the (b) (6), and supports that Mayes was being harassed because he was hired into (b) (6) former position.

(b) (6) alleges nepotism and testifies that the athletic director supervises all coaches at some point. The Board determined this allegation has merit. Although HINU leadership attempted to provide a buffer and have someone else supervise (b) (6) on paper, this was not reality as (b) (6) continued to be involved in the day-to day functions while he performed (b) (6) responsibilities, and those assigned for supervising (b) (6) could not provide evidence they performed any supervisory responsibility associated with (b) (6) performance related to (b) (6) responsibilities.

(b) (6) claimed she was the victim of sexual assault. The Board believes (b) (6) was sexually assaulted off campus by a HINU student, and HINU staff failed to conduct a proper investigation or take appropriate action.

(b) (6) alleges a (b) (6) sexually assaulted three other students and was allowed to remain in the dorms. She alleges the alleged perpetrator was not removed from the dorms until later, and not due to the assault, but due to drinking violations that occurred on campus. The Board finds that the (b) (6) that was alleged to have committed sexual assaults (b) (6), was involved in at least one instance where she was positively identified. However, it was unclear if the sexual contact was consensual, as there was no investigation conducted. In the other two incidents, the victims assumed the (b) (6) sexually assaulted them, but they were intoxicated and passed out and could not identify the assailant. The Board believes HINU staff failed to conduct a proper investigation to determine what happened. This issue should be further investigated.

(b) (6), in a text, alleges (b) (6) and (b) (6) were loading their vehicle with athletic gear and drove off campus. Although there is evidence that the (b) (6) have been seen loading equipment or athletic gear into their vehicles, there is no evidence the items were stolen or not properly distributed.

Students allege (b) (6) took notes for students making allegations about Clay Mayes. Evidence, including (b) (6) testimony supports this allegation occurred. Per the Contracting Officer, if (b) (6) engaged in this activity, she exceeded her scope of work as described in her contract. As previously stated, the Board believes Mayes was set up for failure, intentionally not provided policies or procedures, not provided an orientation, and was harassed by (b) (6) and (b) (6). Evidence supports (b) (6) involvement with the faction of students that were opposed to having a new cross-country coach.

Investigation Method

During the week of July 11, 2022, to July 15, 2022, the AIB conducted in-person interviews at the HINU Library, and additional virtual interviews over the next several

weeks and months. These interviews comprised of student athletes, current and former HINU employees, and various BIE employees. Each employee was provided the Employee Rights and Obligations statement. All non-BIE witnesses were asked to voluntarily sign the witness obligations statement prior to being interviewed. All interviews were summarized and were provided via e-mail to the witnesses providing testimony, attesting their declaration, via digital and/or handwritten signature. After the initial in-person interviews, additional witnesses were interviewed via Microsoft Teams. A review and analysis of all complaints and evidentiary documentation submitted by the various subjects was conducted and were included in this investigation. The following are the results of the investigation:

Investigative Process Summary

The AIB's objective was to gather evidence and testimony regarding the allegations made by student athletes and current and former employees at HINU, identify Findings of fact, conduct an analysis, develop conclusions, and make recommendations based on the conclusions.

AIB Notation: The AIB began each witness interview by explaining their role; the purpose of the interview; and the need for the witness to cooperate. The witnesses were also advised of freedom from retaliation for participating in the investigation and to whom to report retaliation should it occur. At the close of each interview, the witnesses were asked if there was any other information they wished to offer and informed not to discuss their testimony with others. Each witness was advised a summarized copy of their interview would be provided to them to edit and additional evidentiary material to support or corroborate their individual testimony. Each subject was provided a copy of their testimony via electronic email.

Findings of Fact

1. HINU students filed complaints with Interim HINU President Tamarah Pfeiffer, BIE Director Tony Dearman, Assistant Secretary of Indian Affairs Bryan Newland, the Office of Inspector General, and (b) (6) (Exhibit 1 – Student Complaints).
2. BIE Director Dearman instructed (b) (6) to investigate the student allegations on approximately July 7, 2022 (Exhibit 2 – Email from Dearman to (b) (6), investigation instructions).
3. (b) (6) appointed an Administrative Investigation Board to investigate the facts and circumstances pertaining to the allegations (Exhibit 3 – Charge Letter Investigation Haskell).
4. The AIB interviewed 35 witnesses to gather statements pertaining to the various allegations (Exhibit 4 - List of Witnesses Interviewed).
5. The HINU Student Handbook, Code of Student Conduct provides students with information pertaining to student rights and responsibilities, student conduct expectations, sanctions, and processes, and campus policies and procedures (Exhibit 5 – HINU Student Handbook, Code of Student Conduct).

6. The Department of Interior (DOI) has an Anti-Harassment Policy (Exhibit 6 – DOI Anti-Harassment Policy).
7. (b) (6), contracted (b) (6) to conduct a review of HINU's sexual misconduct/harassment; dating/domestic violence; and stalking cases and a final report was submitted on September 11, 2022 (Exhibit 7 – (b) (6) – Haskell Final Report).
8. BIE Employee and Labor Relations initiated a third-party investigation through the United States Postal Service, to investigate allegations raised by HINU cross-country runners against Clay Mayes, former (b) (6) (b) (6) (Exhibit 8 – Investigation Report DOI-22HCI-033-BIA).
9. Mayes was contracted as a coach to coach the cross-country team (Exhibit 9 – Clay Mayes Contract).
10. Mayes was issued a “No Contact” order by Tonia Salvini, Vice-President of University Services/Acting President, on November 4, 2021 (Exhibit 10 – Clay Mayes No Contact Order).
11. Cross-Country athletes were issued a “No Contact” order by Salvini on November 4, 2021, informing students a complaint had been filed against the cross-country coach and an independent investigation had been initiated, the Cross-Country Team Members were to have no physical or electronic contact with Mayes or any member of his family, and the notice was to remain confidential (Exhibit 11 – Student No Contact Order).
12. (b) (6), was asked to be the (b) (6)(b) (6) after (b) (6) was named (b) (6), and she was paid a stipend of \$10,000.00 (Exhibit 12 – Purchase Card Statements).
13. (b) (6) also performed duties as an adjunct instructor (Exhibit 13 – Chenega Contract and Adjunct List).
14. (b) (6) performed outside her scope when she assisted students with drafting allegations against Mayes (Exhibit 14 – (b) (6) (b) (6) (b) (6) Statement of Work and Exhibit 15 – Testimony of (b) (6)).
15. (b) (6) exceeded her scope of work when she assisted with COVID-19 testing on students (Exhibits 16 – Testimony of (b) (6) and Exhibit 17 – Testimony of (b) (6)).
16. (b) (6) past conduct negatively impacted the relationship between HINU and Kansas State University. Interns from Kansas State are no longer permitted to intern at HINU (Exhibit 18 - Testimony of Gonzales, pg. 3).
17. (b) (6) is the current (b) (6) (b) (6) (Exhibit 19 – Redacted SF-50 - Promotion).
18. (b) (6) was a (b) (6) but was demoted from the position based on inappropriate conduct (Exhibit 20 – Redacted SF 50 – Demotion).
19. (b) (6) is a HINU instructor and consistently teaches less than the required 12 credit hours per HINU's Faculty Workload Policy (Exhibit 21 – HINU Faculty Workload Policy and Exhibit 22- (b) (6) Email 10.11.2022).

20. HINU has spent approximately \$500,000.00 on a contract with (b) (6) for Adjunct Instructors (Exhibit 13 – (b) (6) Contract).
21. HINU uses adjunct instructors to backfill and perform duties of Federal HINU instructors while allowing Federal instructors to perform activities such as coaching (Exhibit 23 – Testimony of (b) (6)).
22. Contracting Officer Representatives (COR) are often assigned COR duties over contractors in areas for which they are not subject matter experts (Exhibit 24 – Testimony of (b) (6) and Exhibit 15 – Testimony of (b) (6)).
23. CORs and Federal Supervisors do not understand their supervisory responsibilities as it pertains to contractors (Exhibit 25 – Testimony of (b) (6) and Exhibit 24 – Testimony of (b) (6)).
24. Clay Mayes was not given an appropriate orientation to HINU (Exhibit 24 – Testimony of (b) (6) and Exhibit 26 – Testimony of Clay Mayes).
25. (b) (6) was accused of inappropriately touching student (b) (6) (Exhibit 27 – Title IX Complaint – (b) (6) and Exhibit 28 – Testimony of (b) (6)).
26. (b) (6) was accused of inappropriately touching student (b) (6) (Exhibit 29 - Testimony of (b) (6) pg. 4, and Exhibit 26 – Testimony of Clay Mayes).
27. (b) (6) filed a police report against Clay Mayes alleging PII violations (Exhibit 23 – Testimony of (b) (6) and Exhibit 30 – Lawrence Police Visit).
28. (b) (6) alleged she (b) (6) (Exhibit 31 – Title IX Complaint – (b) (6), exhibit 32 – Testimony of (b) (6) and Exhibit 33 – Testimony of (b) (6)).
29. Students (b) (6), and (b) (6) alleged they were sexually assaulted off campus by (b) (6) (Exhibit 35 – Title IX Complaint – (b) (6), exhibit 34 – Testimony of (b) (6), exhibit 36 – Title IX Complaint – (b) (6), exhibit 37 – Testimony of (b) (6), and Exhibit 38 – Title IX Complaint – (b) (6)).
30. Alcohol use by many students is excessive (Exhibit 32 - Testimony of (b) (6), exhibit 35 – Testimony of (b) (6), exhibit 37 – Testimony of (b) (6), exhibit 29 – Testimony of (b) (6), exhibit 39 – Testimony of (b) (6), exhibit 40 – Testimony of (b) (6), exhibit 41 – Testimony of (b) (6), Exhibit 42 – Testimony of (b) (6)).
31. HINU Student Services does not believe it is their responsibility to notify law enforcement (Local Police) when a student reports sexual assault because they are considered adults. (Exhibit 33 – Testimony of (b) (6)).
32. Title IX regulations are required to be followed at HINU (Exhibit 43 – Title IX Regulations).
33. Executive Order 13160 is required to be applied and enforced at HINU (Exhibit 44 – Executive Order 13160 of June 23, 2020).

34. (b) (6) worked for HINU for 34 years and retired as the (b) (6) in December 2021 (Exhibit 45 – Redacted SF 50s).
35. (b) (6) sent an email to BIE Director, Tony Dearman, on March 22, 2022, alleging several issues and concerns related to HINU, specifically conflict of interest and nepotism between (b) (6), the current AD and (b) (6) and (b) (6) (Exhibit 46 – (b) (6) Email to T. Dearman (03.02.2022)).
36. DOI has a Nepotism policy (Exhibit 47 – Ethics Guide for DOI Employees).
37. Family relations are employed at HINU (Exhibit 48 – HINU Relations).
38. (b) (6) was also the assistant coach working under (b) (6) for (b) (6) (Exhibit 49 – Mayes, Binder 1, Tab 4, (b) (6)-Supporting Docs, pgs. 93-94, Exhibit 74 – (b) (6) Email to Head Coaches re Background Investigations (10.25.2021)).
39. (b) (6) signed a “Recusal Agreement” on February 24, 2022, agreeing to not be involved in assisting (b) (6) with coaching or any supervisory matter (Exhibit 50 – Recusal Agreement).
40. Dr. Tamara Pfeiffer (Pfeiffer) assigned (b) (6) as (b) (6) on February 24, 2022 (Exhibit 51 – Pfeiffer Email re Recusal Agreement).
41. The Athletic Program Director position description includes supervisory responsibilities over contract staff and other coaches (Exhibit 52 - Athletic Program Director Position Description).
42. The Athletic Program Director position description for (b) (6) is classified in the wrong job series as she is the (b) (6) but classified in the instructor job series (Exhibit 52 – Athletic Program Director Position Description).
42. (b) (6) or Pfeiffer did not provide (b) (6) with new performance standards when she was the interim (b) (6) or after she was the full time (b) (6). Instead, she was rated on only one element concerning instructor duties (Exhibit 53 – (b) (6) – Performance Appraisal).

Investigation, analysis, and conclusions

Allegations #1, #2, and #8 – Bullying and harassment by HINU administrators and a select group of student athletes, including meetings about “No contact” orders.

(b) (6) testified she was aware of the ongoing bullying and intimidation by student athletes and HINU faculty. She stated, “my experience with bullying and intimidation came from (b) (6) and the cross-country team” (Exhibit 29 – Testimony of (b) (6) pg.1). She stated, when I got here, I didn’t click with this group of girls, and they started saying things about me (sorry, I told myself I wasn’t going to cry). (b) (6) etc., were the ones who were really bullying me, I don’t think I have ever gone through anything like that before. She further, stated, “the same group of individuals started by telling me, oh you’re not the person we thought you were, and we hear stuff about you. They would refer to me as the B-word, and that I was too serious” (Exhibit 29 – Testimony of (b) (6) pg. 2). (b) (6) said, “I didn’t receive any documents regarding bullying or any resources to help me, if I was bullied. I am not

aware of any available resources (crying). I am ok now, but for those few months, I really struggled when this subject was brought up, I struggled. She continued by stating, "I am still intimidated by the cross-country girls". This will probably be my last year running, it's not because of my eligibility, I have (b) (6). I just think it would be better if I just go ('crying') to a different school. It's been mentally hard dealing with everything here at HINU, and I don't want to be here anymore ('crying').

(b) (6) stated, "there is this one (1) girl, (b) (6) they treated her bad, and only because she was outgoing. She was excluded from a lot of things, and she was made to be the joke of the group, they would just make fun of her for no reason (Exhibit 29 – Testimony of (b) (6) pg.1).

During (b) (6) testimony she identified several incidents of intimidation and bullying tactics from both student athletes and faculty. In her testimony, she specifically describes the incident when the cross-country team was required to sign the no-contact order regarding the suspension of Mayes. During the announcement and the signing of the no-contact order, (b) (6) alleges, Salvini's tactic and how she conveyed the no-contact order message to the team was done so in an intimidating manner (Exhibit 32 – Testimony of (b) (6) pg. 7). (b) (6) testified, "Salvini stated they couldn't legally do anything to us, but we are not to tell any of our family or our friends what's happening, this felt like intimidation, kind of scary. Salvini had all the athletes thinking we could be removed from HINU. I felt like it was a way to cover up more of what has been going on". In addition to, (b) (6) stated, "Salvini made me feel I could not speak to anyone about the memorandum and situation, I felt like that was an intimidation tactic. I found it hard to question the situation when it's the Vice President of HINU. I wanted to trust she had the best intentions for the students.

Additionally, (b) (6) testified, "the whole (b) (6) situation made me uncomfortable. I'm still not quite sure, why (b) (6) stopped talking to me, I believe it's probably because I came to him wanting to be trained by Mayes. I feel (b) (6) treated me like that because, Mayes took his job" (Exhibit 32 – Testimony of (b) (6) pg. 9). In addition (b) (6) described, the constant threat of losing "eligibility" was a mechanism. (b) (6) described as a form of control and intimidation, and the persistent and required notifications to be made to her regarding personal athletic activities was a way to control the personal activities of athletes. (b) (6) testified, we were called into a meeting and told by (b) (6) her hands were tied, and she would let us go with this one violation because we couldn't lose our eligibility or put our entire cross country team eligibility at risk for doing this fun run (Exhibit 32 – Testimony of (b) (6) pg. 7). (b) (6) stated, if we were going out to do any kind of fun runs, (b) (6) had to sign off on any race we would do in the future, even if it's a small community race.

Thomas stated, (b) (6), was told she would not be able to compete in a community race, because that would push her out of eligibility to compete under NAIA rules. NAIA was contacted to verify and said, it would not, so long as prizes or money were not collected" (Id., at, pg. 8). Collectively, (b) (6) and (b) (6) testified, (b) (6) was also used as an intimidating method to control their personal

activities, by threatening the students with their eligibility status (Exhibit 32 – Testimony of (b) (6), pg. 7-8), (Exhibit 39 – Testimony of (b) (6), pg. 2).

According to (b) (6), HINU does not prohibit the cross-country and track runners from participating in fun runs and community events. (b) (6) testified, “there are rules for runners who compete unattached to a university or a program. Some of the criteria for unattached runners is that we do not supply anything to them, no transportation, no uniforms, no school logos. They are on their own. They just show up and run unattached. That’s all legal and it’s not uncommon to see people run unattached. It’s kind of like a redshirt program other than they can’t represent” (Exhibit 41 – Testimony of (b) (6) pg. 3).

Pursuant to NAIA Official Handbook, section VII.C Recognized Awards Received by Students, the NAIA does have a policy in place which defines the limitations for a student athlete’s individual awards, including such acts which would cause a student to lose amateur standings. (Exhibit 56 – NAIA-2021-Official-Handbook). However, the Handbook does not define the type of event which would automatically impact a student athletes’ eligibility with NAIA for participating in non-collegiate recognized events. According to online records, (b) (6) is advertised as an annual charity event which makes individual awards based upon individual placement.

(b) (6) testified that during the fall of 2019, (b) (6) quit cross country in (b) (6) because she was being bullied by members of the team. She said she did not realize this was going on at the time but recalled getting texts and calls from (b) (6) because he couldn’t reach (b) (6). She said, on one of the calls I received, (b) (6) asked me to see if (b) (6) would run at a meet in Joplin, Missouri. I spoke with (b) (6), and she agreed to run. (b) (6) said she and her (b) (6) travelled to Joplin to attend the meet. We went to the Olive Garden where the team was eating and when (b) (6) saw me, she immediately got up from her seat, grabbed me and started crying. She didn’t have to say anything. (b) (6) said she went over to (b) (6) and told him this would be (b) (6) last meet running for him and that she would never run for him again. (b) (6) said, he just looked at me and didn’t even ask what was going on. (b) (6) said she went outside with her daughter and (b) (6) told her she was being bullied and that it had been going on for a while (Exhibit 83 – Testimony of (b) (6) pg. 2). She said her daughter had kept it to herself and was trying to work through it.

(b) (6) testified that as it pertained to bullying by the cross-country team. I remember that on social media they talked about me, but I don’t know what they discussed. I was so confused as to whether they’d be nice to me or act a certain way toward me. I didn’t inform Haskell administration about the bullying. I didn’t think there was anyone I could tell. When I discussed what was happening with friends outside of the group, I thought maybe I was overthinking it. I didn’t know if anything would or could be done. I never told (b) (6), but at times I think he may have witnessed a few moments because he would change direction or the discussion. When we were in Joplin in my sophomore

year, I didn't feel wanted. I felt excluded and out of place (Exhibit 28 – Testimony of (b) (6), pg. 4).

Analysis

As it relates to bullying, intimidation and harassment, there appears to be several common issues. The Board finds the (b) (6), and their allies treated some student athletes different when they started running for Mayes. The Board also finds that HINU management did not enforce the Department of Interior (DOI) Anti-Harassment Policy (Exhibit 6 – DOI Anti-Harassment Policy) when complaints were raised.

The reason the Board states, (b) (6) and their allies", is because the investigation revealed two factions of students and employees. One faction seemed to support (b) (6), and (b) (6) and another faction supported Mayes.

The preponderance of the evidence supports (b) (6) and student athletes that support the (b) (6) started treating those student athletes different that supported Mayes or upon learning of their support for Mayes. (b) (6), and (b) (6) all stated they were treated differently after they started running for Mayes. The Board believes those employees in the (b) (6) camp became passive aggressive toward those students that supported Mayes as evidenced by (b) (6) testimony stating, (b) (6) made her feel like she was not acknowledged (Exhibit 39 – Testimony of (b) (6) pg. 3). (b) (6) testimony stating, I'm still not quite sure why (b) (6) stopped talking to me, I believe it's probably because I came to him wanting to be trained by Mayes (Exhibit 32 – Testimony of (b) (6) pg. 10). I feel (b) (6) treated me like that because, Mayes took his job". (b) (6) testimony stating he was excluded from participating in an Arkansas meet and told to stay home. (b) (6) believed it's because he didn't fit their mold and said, although he'd worked for (b) (6) at (b) (6) would not speak to him until (b) (6) needed something done (Exhibit 55 – Testimony of (b) (6), pg. 3). (b) (6) stated during a meeting with (b) (6), she announced Mayes wasn't returning to HINU and they (the student athletes that ran for Mayes) could leave at any time (Exhibit 29 – Testimony of (b) (6), pg. 1). The Board also believes the passive aggressiveness seemed to cross unacceptable boundaries as (b) (6) alleges, she tried to seek medical attention from the HINU (b) (6) but no medical attention was given (Exhibit 32 – Testimony of (b) (6) pg. 4). This issue may need to be investigated further, but it is clear to the Board that (b) (6) supports the (b) (6) faction. In addition to HINU faculty, the Board also believes (b) (6) as her testimony appeared to be very credible when she stated, "my experience with bullying and intimidation came from (b) (6) and the cross-country team". She said, "I am still intimidated by the cross-country girls". She said, (b) (6) etc., were the ones who were really bullying her, and said these same students treated (b) (6) really bad (Exhibit 29 – (b) (6), pg. 1). (b) (6) testified she was bullied by the cross-country team and remembers being talked about on social media. (b) (6) said, at one sporting event that she and her husband attended, her daughter was so upset about being bullied that her daughter began crying and left a team dinner. (b) (6) alludes that (b) (6) knew

bullying was taking place but would change the direction of the discussion. At the event in Joplin, (b) (6) informed (b) (6) that this was the last straw and informed (b) (6) that (b) (6) would not be competing for him anymore (Exhibit 83 – Testimony of (b) (6) pg. 2). In addition, (b) (6) testified, he did not like how (b) (6) and (b) (6) treated their athletes and said, (b) (6) did nothing about bullying unless it was someone he favored (Exhibit 55 – Testimony of (b) (6), pg. 2).

The Board believes (b) (6) was aware of the bullying but did not intervene when it involved those students that supported him. This is evidenced by the fact that if he was not aware of the bullying of (b) (6) the Board believes he would have got up and asked (b) (6) what was going on or would have tried to resolve the matter. In addition, (b) (6) appeared to be a credible witness as he never said he had been bullied, but witnessed others being bullied, without any intervention by (b) (6)

As it pertained to the “No contact” order issued to cross-country students, several of the students believe the order was being used to intimidate the athletes that ran for Mayes.

Testimony and evidence revealed student athletes on the cross-country team were required to sign “No Contact” orders, by Tonia Salvini, which resulted from allegations by some of the students that supported Mayes. The students allege continued participation as a student athlete was threatened if they failed to comply with the no contact order. (b) (6) and (b) (6) said they were not to talk about the issues happening with Mayes’s contract suspension and the drama within the cross-country team with the girls (Exhibit 32 – Testimony of (b) (6) and Exhibit 29 – Testimony of (b) (6) (b) (6), pg. 2). They said Salvini said this was to be kept at HINU. When questioned, Salvini stated she implemented the no contact based on BIE ER guidance. BIE ER said Salvini asked them what her options were, and BIE informed her they did not typically deal with contractors, but advised that if it were a BIE employee, a “No contact” order would be appropriate. After discussion, Salvini drafted a “No Contact” memorandum and issued it to Mayes and the cross-country student athletes (Exhibit 10 – Clay Mayes No Contact Order and Exhibit 11 – Student No Contact Order).

Of significance, there is no precedent for issuing contractors a no contact order and no precedence of issuing students a no contact order unless there is a significant threat such as physical abuse or sexual assault. In this instance, the Board does not believe there was any serious threat of harm or abuse to anyone, and as such, no need to implement a no contact order and no need to require Mayes to stop performing his contracted job duties.

Some of Mayes student athletes said they felt intimidated into signing the no contact order and felt as if their continued participation as an athlete was threatened. One student said Salvini would tell them not to come in contact with or talk to Mayes, or even talk about the situation with their families, and said, Salvini had all the athletes thinking we could be removed from HINU.

(b) (6) said, prior to coming to HINU, she wasn't totally aware of Mayes's situation, but when she arrived at HINU, she learned his contract was suspended. She said, "it was weird because we couldn't talk to Mayes or train with him" (Exhibit 39 – Testimony of (b) (6), pg. 2). She said, "We were told by (b) (6) we could get in trouble and jeopardize our eligibility by having a season taken away from us. It seemed like (b) (6) was trying to keep track of everything we were doing." We were told to train with (b) (6) or (b) (6).

As it pertains to this issue, in another incident involving (b) (6), a student alleged he inappropriately touched her buttocks. In this situation, (b) (6) was issued a no contact order and was required to work from a remote location. However, the students on the teams he coached were not issued no contact orders. The Board finds the allegation involving (b) (6), in comparison to those allegations against Mayes, to be more egregious, yet handled much differently as the students for which he coached were not issued no contact orders, not informed of an investigation against him, and were not called to a meeting to instruct them not to reach out to (b) (6) and not to discuss any information with their parents, etc.

After review, the Board finds it appalling that management would send a coach home and assign him other duties for several months for alleged inappropriate touching, yet not allow a contract coach to continue working based on allegations from students that did not like his coaching style or allegations of preferential treatment. In addition, the Board finds it to be negligent on behalf of HINU management to not take the time to conduct a fact finding themselves before involving outside entities. In fact, in the (b) (6) allegation, the Board was able to interview the parties involved and reach a conclusion in a matter of days that the preponderance of the evidence supported that if (b) (6) touched the (b) (6), it was done inadvertently. Bottom line is a Postal Service level investigation was uncalled for and a waste of time and money, especially knowing they were limited in their capacity to interview key witnesses.

As it pertains to the allegations against Mayes, this is another incident where the Postal Service should not have been involved as the allegations were not supported by any solid evidence and it appears that the only witnesses interviewed were those involved in the allegations, and it appeared there was little to no effort to obtain various viewpoints. In fact, the Board finds that there were other HINU employees and contractors involved that may have fabricated many of the issues reported. The Board believes the (b) (6) E&LR specialist and HINU management overreacted to allegations without having any facts. Again, the allegations did not involve any issues concerning safety or physical abuse of students or staff, but rather hyped-up allegations that were mostly frivolous. Based on our review, the Board does not believe the original intent of the no contact orders issued to the cross-country team were intended to intimidate or harass student's, however, the Board does believe the manner for which they were issued and communicated were meant to be intimidating. The Board believes Salvini wanted to be forceful to ensure compliance by the student athletes. The Board believes the no contact order for Mayes became a useful tool to accomplish an underlying intent to get Mayes out of HINU coaching. If he could not be on campus or around students, he

could not do his job. The Board could not find any justifiable reason to place Mayes on a no-contact order and must reiterate that there is absolutely no evidence he was a safety threat to any student or staff member.

Lastly, the Board reviewed allegations that HINU student athletes' eligibility to compete in athletic competitions for HINU were threatened if they competed in community and charity fun-runs. The Board finds that this allegation has merit because (b) (6) did in fact inform students they could not participate in these type events and if they did, they would be found ineligible to compete for HINU (Exhibit 25 – Testimony of (b) (6)). The Board contacted the NAIA and was informed that this information provided by (b) (6) was inaccurate and that competing in extra-curricular community type events is allowed. In fact, the students can even accept money if there are monetary awards if it is turned over to the NAIA. Per NAIA the money won would be reissued to the student from NAIA in the form of a scholarship (Exhibit 56 – NAIA – 2021-Official-Handbook).

Evidence revealed at least five HINU students alleged their eligibility to compete in athletic competitions for HINU were threatened by (b) (6) if they competed in fun-runs or other charity or community events. (b) (6) said the NAIA has rules for unattached athletes and alleges some students have run in races where prize money was part of the race.

Thomas stated, (b) (6), was told she would not be able to compete in a community race, because that would push her out of eligibility to compete under NAIA rules (Exhibit 32 – Testimony of (b) (6), pg. 8). According to (b) (6), HINU does not prohibit the cross-country and track runners from participating in fun runs and community events. (b) (6) testified, “there are rules for runners who compete unattached to a university or a program. Some of the criteria for unattached runners is that we do not supply anything to them, no transportation, no uniforms, no school logos. They are on their own. They just show up and run unattached. That’s all legal and it’s not uncommon to see people run unattached (Exhibit 41 – Testimony of (b) (6) (b) (6), pg. 3).

The Board found pursuant to NAIA Official Handbook, section VII.C Recognized Awards Received by Students, the NAIA has a policy in place which defines the limitations for a student athlete’s individual awards, including such acts which would cause a student to lose amateur standings (Exhibit 56 – NAIA – 2021-Official-Handbook). However, the Handbook does not define the type of event which would automatically impact a student athletes’ eligibility with NAIA for participating in non-collegiate recognized events. The Board also contacted NAIA rep in legislative services who said, “participating in a fun run doesn’t effect eligibility, or rather participation itself in an open marathon or such is not a competitive charge”. She stated if a runner wins an event during the year they are enrolled, any cash prize will be turned over the NAIA so it can be given back to the student in the form of a scholarship.

The Board believes (b) (6) intentionally told students that they could not participate in these events without her authorization, and she inappropriately informed students they would lose their eligibility. The Board finds (b) (6) was providing partial information to

discourage those students that may have been attending these types of fun-runs as a form of control. The Board finds (b) (6) actions as it involves this issue to be unacceptable as she had no basis to discourage students from participating in these events. The Board believes (b) (6) threats were intentional and used as a mechanism to intimidate and control.

Conclusions

- (b) (6), and (b) (6) engaged in passive aggressive behavior toward students that supported Mayes
- (b) (6) failed to intervene when he was aware some students were being bullied by others
- Salvini and (b) (6) communicated the no-contact order with Mayes in a manner intended to be threatening or intimidating.
- (b) (6) provided student athletes inaccurate information as it pertained to competing in fun runs or charitable running events. She inappropriately informed students they would lose their eligibility to compete.

Allegation #3 and #15 – Theft

(b) (6) and others allege (b) (6) and (b) (6) stole thousands of dollars of federal property consisting primarily of athletic gear. This allegation was found in a text message sent by (b) (6) to Mayes on October 5, 2021, at 11:49 a.m., stating, “don’t know if you ever knew or been to Jim Thorpe, but the (b) (6) over the years have used funds to buy gear/shoes/t-shirts and give away to non-Haskell students as well. Looks like they are loading it all into (b) (6) truck right now.” (Exhibit 99 – (b) (6) Text Message to Mayes)

(b) (6) testified he sent Mayes a text message on October 5, 2021, advising him, (b) (6) and (b) (6) were loading shoe boxes and athletic gear out of the Jim Thorpe gym, and into (b) (6) black truck. He said, Mayes requested he be notified if he saw the (b) (6) removing any athletic gear from HINU property. (Exhibit 40 – Testimony of (b) (6) (1st Interview), pg. 2). He described the storage cage was full of shoe boxes stacked two (2) feet high around the perimeter of the cage, for approximately 12 cross-country athletes. He said, the (b) (6) have been known to distribute HINU athletic gear to the community. (b) (6) said, “I had heard in the past, the athletic gear stored at Jim Thorpe never got to the intended recipients. I was also told, this is the way it’s been, and this is what has always gone on. I heard this from individuals that were former runners, who ran at HINU approximately 10-15 years ago, and had similar concerns” (Exhibit 40 – Testimony of (b) (6) (1st Interview), pg. 1). (b) (6) text message to Mayes was due to Mayes alleging to him that the cross-country team did not have athletic gear because (b) (6) would not transfer it to Mayes for the cross-country runners.

(b) (6) said, the Jim Thorpe building is where (b) (6) office is located, and as an IT employee, he has entered Jim Thorpe on several occasions to perform IT related work.

He said the athletic gear is stored inside a cage which also houses the IT networking equipment. He said, to my knowledge this storage cage is under lock and key and was full of athletic gear and shoes. To my understanding, access was limited to (b) (6) and the IT department. The only other person who would have had a key to access the cage would have been (b) (6), (b) (6). (b) (6) labeled a HINU campus map to illustrate his direct line of sight, (b) (6) to the Jim Thorpe gym (Exhibit 101 - HINU Campus Map – (b) (6)). He testified, “I was able to witness this incident because (b) (6) I am constantly going back and forth to (b) (6) so it wasn’t uncommon to see (b) (6) back a vehicle up to Jim Thorpe’s westside door and take stuff”. (b) (6) testified, “however, I recall this particular instance because this was during the Mayes situation, and he indicated to me there was no cross-country athletic gear available for the team”. (b) (6) further testified, “when I witnessed them loading the truck with athletic gear, I found it curious because I had not seen the (b) (6) remove any items in a while because we didn’t have classes or any students on campus. It seemed odd for them to be loading shoe boxes into (b) (6) truck during this time-period. My observation that day was out of character”.

(b) (6) said he and (b) (6) boxed up the cross-country athletic gear and transferred it over to (b) (6), at Coffin, at the end of July or early August 2021, so he could give it to Mayes. “It was mainly gear, clothing, shoes, book bags, warm-up, and shoes from Nike. We took them to room 119” (Exhibit 58 – Testimony of (b) (6) pg. 2). I recall (b) (6) said he was going to supply Mayes with a budget so he could get his own uniforms.

(b) (6) stated, “a new security process was implemented when I was (b) (6) because our acting president at the time had concerns when she noticed Haskell footwear were being worn by non-Haskell students”. (b) (6) further stated, “I’ve asked for an (b) (6) position, who would be responsible for lost prevention and ,inventory because this January, about eight pair of specialty shoes were stolen. I was able to determine what sizes were missing because when the shoes came in, I took a picture to enter an excel sheet”.

(b) (6) was interviewed and she said she reported that apparel had been “stolen” from a small storage area next to the laundry room. She stated, “I am aware of surplus and leftover equipment, like giveaways for sporting events and recruitment tools, and prior to them being stolen, all the athletics personnel had access to that recruitment closet. She continued by stating, this recruitment closet also has the Varsity Letterman jackets, as well as other staff apparel that was not to be given out at leisure. Everyone who had access to this storage area was verbally told and given a tour or shown what items were able to be given out. When asked if she were aware of any water bottles being taken, she replied, “I wasn’t made aware the water bottles were stolen, but there were other items I was made aware of, such as, the staff apparel which included, various Nike Jackets, and men’s and women’s apparel that were relatively pricey because they were the Nike brand” (Exhibit 16 – Testimony of (b) (6), pg. 5).

(b) (6) testified, "I am aware of allegations that the (b) (6)' might be involved, by keeping HINU property for themselves. I have no firsthand knowledge of the (b) (6)' taking HINU property. It wouldn't surprise me. (b) (6) was a previous (b) (6) and was let go for misappropriation of funds" (Exhibit 42 – Testimony of (b) (6), pg. 4).

In (b) (6) testimony, she stated, "I'm also aware of the (b) (6) giving away items at pow wows but I can't recall if it was Haskell gear".

On Monday, January 24, 2022, (b) (6) sent an email to the coaches advising them of missing items from Coffins' laundry storage area (Exhibit 57 - Email from (b) (6) reg Stolen Items at Coffin (01.24.22)), the email does not point to any person other than someone from outside the athletic department. In the same email, (b) (6) states someone tried to break into the Jim Thorpe cage, this cage is used by (b) (6) to store the track and field equipment. (b) (6) testified, "I asked our facilities person, (b) (6) (b) (6), if it was possible that someone took the missing shoes out of the storage area because I knew there were a ton of cameras around. She found the footage and provided me screenshots, but it was hard for me to see if it was the items that were missing. The footage did show Mayes and some cross-country runners leaving with boxes of shoes (Exhibit 25 – Testimony of (b) (6), pg. 8). I never approached Mayes or students directly about it, but I did let (b) (6) know, and I even asked the entire department thinking that maybe the shoes were taken by accident".

In addition, (b) (6) testified, the HINU lock smith reached out to him and needed to check his keys. Apparently, the tip of the key, which is a universal key, to the Jim Thorpe storage cage was broken off inside the lock, and he asked me about the key. I felt like I was singled out because I have key access to this storage cage, but I haven't had to go into Jim Thorpe in a while" (Exhibit 59 – Testimony of (b) (6) 2nd testimony, pg. 3). Except for the athletic programs coached by (b) (6) all athletic program gear is stored at Coffin inside the individual storage cages which are kept under lock and key.

No additional testimony was provided, regarding the keys, but based upon (b) (6) testimony, he was one of the only persons to have a key to the storage cage. He stated, "I believe Haskell facilities and security and I have a key to the main door. IT and I have a key to the cage in (b) (6). IT has equipment in there" (Exhibit 58 – Testimony of (b) (6), pg. 2). (b) (6) testified, "I don't remember the exact date or if it was on October 5, 2021. I didn't take equipment or use funds to buy gear for non-Haskell students. I've never done this before".

On Friday, July 15, 2022, the AIB conducted an unannounced visit of Coffin. The Board found the exterior doors which housed the individual program storage units were unlocked and easily accessible to any persons coming in and out of Coffin. Some doors were either unlocked or the doors were left wide open.

Analysis

Based upon available testimony and the fact the Board was able to gain physical entry into the common areas of the storage facilities, The Board recognized the ease for which items could be removed or “stolen” by anyone, including non-athletic department staff. Testimony and evidence revealed there is no formalized process for ordering shoes and athletic gear and there is no process for validating and confirming inventory as it is obtained or distributed. Although, it was alleged Mayes was reportedly seen on surveillance camera removing shoe boxes, the general area of where he was removing the “unknown specialty shoes” would be consistent with where the cross-country storage area is located. Since he was (b) (6) there is no reason to believe he was not taking gear that was assigned to him to distribute to his team. In addition, (b) (6) testified that on one occasion he went to Coffin and took items that he believed based on discussions, was extra inventory. (b) (6) testified, she reported the incident to (b) (6), because she is not responsible for supervising or monitoring the activities of the coaches. Of significance, (b) (6) testified that he may have left the storage areas unlocked, which would have left the inventory accessible to anyone having access to the Coffin building. There is no evidence to support any type of true security or accountability for athletic gear. In addition, individuals responsible for securing gear and equipment are not held accountable for security practices or when gear goes missing.

Conclusion

- The Athletic Department is in disarray, has little to no effective processes and procedures and cannot be considered secure if staff aren't held accountable for security practices.
- Evidence does not support that (b) (6) and (b) (6) stole anything as they could have taken the equipment or gear to Coffin or to another location to be appropriately distributed.
- Evidence does not support that any other coach or employee stole anything as there is no way to account for athletic gear under the current process.
- (b) (6) should have overall responsibility as the (b) (6) for ensuring security and accountability

Allegations #4, #10, #11 and #16 – Breaching Mayes contract through systematic harassment, intimidation, false allegations, and allegations that Mayes was being railroaded because Mayes was hired into (b) (6) former position.

HINU student athletes wrote HINU leadership, the BIE Director, and the Assistant Secretary and provided approximately 17 issues for which they wanted to grieve, one of which consisted of cross-country coach Mayes's contract being terminated (Exhibit 1 – Student Complaints). (b) (6) (b) (6) wrote a letter to BIE Director, Tony Dearman (Dearman), expressing that Mayes was being “railroaded” (Exhibit 41 – Testimony of (b) (6), pg. 5) and asked Dearman if he would investigate this issue (Exhibit 46 – (b) (6) Email to T. Dearman (03.02.2022)). (b) (6) testified that when he was the (b) (6) in the spring or summer of 2020, he, (b) (6), (b) (6), and (b) (6),

decided they needed to give special attention to the athletic programs and move them along to be on a higher level. He said, “We had one coach, (b) (6) that coached the men’s and women’s cross-country teams, the men’s and women’s indoor track team, men’s and women’s outdoor track team, and men’s and women’s marathon teams. It wasn’t fair to spread him (b) (6) out so thin and expect to have national level programs. He was also a full-time teacher. It wasn’t fair because he wasn’t getting paid any more. We split the programs so each one would get a more specialized coach. We gave (b) (6) the choice and he chose to track and field.” After (b) (6) chose to coach the track and field teams, bids were solicited, and Mayes ended up being selected as the best qualified contractor to coach cross-country (Exhibit 41 – Testimony of (b) (6), pg.5). Mayes was awarded the contract and started on or about June 21, 2021 (Exhibit 9 – Clay Mayes Contract).

(b) (6) testified, “In late April or early May 2021, (b) (6), (b) (6) called me in and told me they were going to separate cross-country and track and field. He said they needed me to choose one. A week went by, and I said I would choose track and field. At the end of May, (b) (6), called me in and there were people sitting there, (b) (6) and Mona Gonzales (Exhibit 58 – Testimony of (b) (6) (b) (6), pg. 2). (b) (6) further testified, I told them that I would like to coach both cross-county and track and field and get assistants to help. After discussion, (b) (6) decided to separate the two. I said, okay and left. I teach community health and use the medicine wheel approach in my teaching. I was upset for about 30 minutes when I left. I told myself, I can either go backward or forward. Doing track and field gave me hope and I went forward from there”.

Although (b) (6) said he was not upset about not being over cross-country anymore, it was clear he was as he was passive aggressive with Mayes as is indicative by his refusal to respond to Mayes emails, would not meet with Mayes to ensure a smooth transition, and would not give Mayes the previously ordered cross-country gear and equipment (Exhibit 26 - Testimony of Clay Mayes). (b) (6) testified the gear was turned over to Mayes (Exhibit 25 – Testimony of (b) (6) (b) (6) testified he let (b) (6) keep all the cross-country and track and field stuff rather than try to separate it all, and said he helped Mayes’ order new gear (Exhibit 41 – Testimony of (b) (6)). Mayes said (b) (6) requested the gear several times from (b) (6), but (b) (6) was non-compliant. Finally, he authorized Mayes to purchase new gear.

The Board found that typically all athletic shoes are provided by Nike, with an unwritten expectation that HINU athletes wear only Nike athletic gear (Exhibit 17 – Testimony of (b) (6), pg. 3). Of significance, there is no evidence anyone explained the Nike agreement to Mayes. Even if they had, Mayes could not order from Nike because it was too late in the season and the agreement required gear to be ordered a year in advance (Exhibit 25 – Testimony of (b) (6), pg. 8), so since Mayes couldn’t order from Nike, he ordered the athletic gear mostly from “Brooks”, (Exhibit 26 – Testimony of Clay Mayes, pg. 6). Per Mayes, (b) (6) and (b) (6) signed off on the order (Exhibit 104 – Email from Mayes to (b) (6)).

As part of the investigation, it was alleged (b) (6) was suspect to holding off-campus meetings with student athletes to gather and record evidence to be used against Mayes. Although (b) (6) denies having these meetings, part of the investigative materials submitted to the AIB, included a photographed copy of handwritten notes of one meeting (b) (6) had with students (Exhibit 61 – (b) (6) Hand-Written Notes, Notepad.). When confronted about this meeting, (b) (6) said she took notes for the students when they approached her with concerns about Mayes. She said this occurred at HINU.

In addition, (b) (6) stated, “When I wrote the notes about Mayes, regarding the allegations that were made against him, I never brought them to his attention, because I did not feel that it was my responsibility to report anything of that nature. I simply wasn’t involved in or had seen anything, and to me it was hearsay or allegations; I did not report these allegations to my COR. I just wrote the allegations for the student athletes, and they took pictures of it. I believe that’s how the notes got distributed; I just threw them away at this point” (Exhibit 16 – Testimony of (b) (6) pg. 7).

(b) (6) testified, “(b) (6) (b) (6) had been leading the no contact order. She was meeting with students in her personal apartment” (Exhibit 55 – Testimony of (b) (6) pg. 2). (b) (6) said, (b) (6) was gathering evidence and statements from the girls who didn’t want to run at conference. They met multiple times, gathering, and recording stuff to present to Haskell Administration, including Mona Gonzales, Tonia Salvini, University Services Vice President, and Dr. Tamarah Pfeiffer, Acting President.

(b) (6) testified she reached out to (b) (6) to come to the media room after an incident involving Mayes and another cross-country runner (Exhibit 54 – Testimony of (b) (6) pg. 3). (b) (6) states, “(b) (6) said, I’ll take notes that way you can turn this into somebody”.

(b) (6) testified, “with my support, Mayes was brought on as the (b) (6) - (b) (6) but the (b) (6) particularly (b) (6) were intent on undermining him from the very beginning. They did what they could to undermine Mayes with what clearly appeared to be the goal of getting rid of him (Exhibit 42 – Testimony of (b) (6) pg. 2).

(b) (6) testified, Mayes wasn’t given the opportunity to coach like he needed to improve his program and mold and bond with the kids to get it going at a college level. The nepotism is there with the (b) (6) and people have brought the conflict of interest between the (b) (6) and (b) (6) to my attention” (Exhibit 41 – Testimony of (b) (6) (b) (6), pg. 5). (b) (6) further testified, “if they were mad at Mayes because he is now coaching what (b) (6) use to coach, it wasn’t Mayes’s fault. If they were trying to make Mayes look bad so they could put (b) (6) back, (b) (6) didn’t have to leave. He could have been the cross-county coach, but he made the choice to go to track”. (b) (6) indicated, since inception, Mayes was constantly trying to battle barriers and limitations and was not given the opportunity to thrive as the HINU cross-country coach. Several allegations were made regarding Mayes’s coaching style and program management, including

progressive disciplinary action for allegedly allowing an ineligible runner to participate in a meet without receiving clearance from the HINU's registrar's office (Exhibit 41 – Testimony of (b) (6) pg. 2).

Per (b) (6) (b) (6) told him she received a complaint regarding Mayes running an ineligible runner in a cross-country event. (b) (6) testified, (b) (6) said she got a call from a parent about this, so I asked for the name of the parent because I wanted all the details. She came back the next day and said she just heard it in the hallway as she was passing by some students” (Exhibit 41 – Testimony of (b) (6) pg. 3). (b) (6) stated, “I wasn't going to throw our program and our coach under the bus because of something we might have heard in the hallway”. (b) (6) testified, “it seemed to me at the time that someone was just trying to hammer Coach Mayes. I told (b) (6) that she was getting close to harassing Mayes and that she could get her contract terminated if they prove she's harassing him, or if it's an (a Federal) employee she could face an employee investigation for harassment or intimidation. I told her if she can't prove anything solid, then she needed to back off”.

(b) (6) testified, and said, “For the record, I wasn't formally introduced to Mayes (Exhibit 25 – Testimony of (b) (6) pg. 6), but was able to describe violations Mayes had committed prior to being hired at HINU. (b) (6) said there were situations that happened when he was at his previous two institutions that impacted Haskell, which I happened to hear about. Mayes had a violation at (b) (6) that impacted Haskell. I told the former (b) (6) about this issue which should have been reported to NAIA. (b) (6) further testified, the other situation was when (b) (6) was still coaching cross-country, I had a student who went to Antelope Valley that came up to me wanting to run unattached. I told her we don't do unattached athletes. She said, I've been running in meets and Mayes said, if I don't finish it doesn't count against me. While at Antelope Valley, Mayes allegedly allowed students to run un-attached, which according to (b) (6) was not allowable under NAIA rules. No evidence was provided to confirm Mayes committed any previous NAIA violations. Of significance, NAIA Article VII Amateur Rules, and Reinstatement Procedures, specify rules for persons who are classified as amateur students are eligible to participate in each sport for educational values, personal pleasure, satisfaction, and for the love of the sport, not for monetary or material gain.

In relation, (b) (6) testified, (b) (6) discovered we (HINU) had a student athlete run in a meet that wasn't eligible but ran in place of another student wearing the eligible student's bib. She said, “The ineligible student was not a Haskell student” (b) (6) had to work on correcting the stats because this is reported to NAIA (Exhibit 25 – Testimony of (b) (6) pg. 5). She alleged Mayes allowed an ineligible runner to run; she stated, she reported the alleged violation to (b) (6) in the interest of HINU's credibility with the NAIA. Mayes said he may have run an ineligible runner, but if he did it was because he could not get HINU to confirm eligibility in a timely manner. (b) (6) did not believe there was a violation, but suspended Mayes for two weeks to appease HINU leadership (Exhibit 41 – Testimony of (b) (6) pg. 2).

(b) (6) testified (b) (6) started reporting Mayes to the NAIA even before she became the (b) (6). He said he wasn't sure if it was because her brother (b) (6) was the (b) (6). He said, "It was like he (Mayes) was handed a dozen balloons, and they just kept popping them."

(b) (6) stated, when (b) (6) retired in December 2021, (b) (6) as the (b) (6) had a meeting with the coaches and staff and informed them, for no apparent reason, of violations Mayes allegedly committed. (b) (6) testified stating, "In January I had our first meeting. I asked them if they had orientation and I was told, we're not going to say anything bad about (b) (6). I said, I'm not asking you say anything about him I'm just asking if you had orientation. During the meeting I gave examples of violations I knew occurred at other institutions. An example of a violation was those students who said in the newspaper of following Mayes to Haskell. There was no documentation of transfer releases. This would be a violation on Haskell because they identified at another institution. In addition to the NAIA violation, it would also be a violation if neither institution reports it (Exhibit 25 – Testimony of (b) (6), Pg. 7). (b) (6) did not provide the Board with any evidence to support alleged violations by Mayes. During testimony, (b) (6) testified and made it a point to say, "I'm a (b) (6), I've worked cross-country, and track meets and people kind of know me in the cross-country and track world. I just want to make sure we're not doing anything we shouldn't be doing" (Exhibit 25 – Testimony of (b) (6) pg. 6).

Mona Gonzales (Gonzales) testified that on one occasion Mayes "dropped a binder in front of me that contained paperwork with PII. I called him into my office and asked why he had copies of people's PII. I informed Mayes he shouldn't be walking around with PII information, and I took the documents from him. I honestly thought those hiccups lead to discontinuing his contract (Exhibit 18 – Testimony of Gonzales, pg. 4).

In addition, Mayes testified when he approached the (b) (6) for approval to hire assistant coaches, Gonzales told him the hiring of assistant coaches was an unnecessary expense to HINU. In an email dated September 15, 2022, Gonzales states she had some concerns with Mayes's request for assistant coaches (Exhibit 63 – Email from Gonzales to Mayes - Why do we need Assistant Coaches). Gonzales denied she gave Mayes any pushback about hiring assistant coaches.

In an email dated September 16, 2021, from Mayes to (b) (6) Mayes's email says Gonzales suggested to him that before coaches were to do background checks, to keep in mind each background check costs \$600.00 per person, and that doing these checks can be seen as wasted spending, and that it should be the coach's sole responsibility to coach their team, rather than hire assistants. He said Mona added and noted the coaches need to be held accountable and really don't need to have assistants because it's what we are contracted to do.

However, in Gonzales testimony, she stated, "The head coaches are given \$5,000.00 to hire an assistant coach and it's my understanding travel amounts are written into the contract for \$2,500.00 a semester (Exhibit 18 – Testimony of Mona Gonzales, pg.

5). Although Mayes had money in his budget for an (b) (6), he was not able to get their packages through the system to get them onboarded.

Subsequently, on September 27, 2022, the AIB received a requisition from (b) (6) (b) (6) dated May 10, 2022, signed by (b) (6) and approved by (b) (6), stating per the (b) (6), a (b) (6) (b) (6) was requested to (b) (6). (b) (6) said, in light of my role as (b) (6), (b) (6) was named by (b) (6) as the individual designated as the new (b) (6) (Exhibit 64 - Requisition for (b) (6)).

During Mayes testimony, he addressed issues related to the budget process and the cross-country team budget. These allegations included insufficient funds for the cross-country team, in which Mayes said he had a deficit. This is supported by the fact that (b) (6) and (b) (6) both said that Mayes was upset because (b) (6) said he was in a deficit. (b) (6) said that it was impossible for Mayes to have a deficit because he established the budget for the cross-country team, and he knew what funding was available just prior to (b) (6) becoming the (b) (6).

(b) (6) testified that when (b) (6) came on as the new (b) (6) she said we had a lot of Covid-19 funds and we needed to spend them down. (b) (6) said he remembered Mayes telling him he had \$35,000.00 in his budget but he ended up with a negative balance of \$11,000.00 (Exhibit 66 – Testimony of (b) (6), pg. 3). (b) (6) said he thought (b) (6) shared this with everyone in a department meeting, about who had money and who those who didn't. He recalled (b) (6) said cross-country didn't need all their money and it needed to be moved. Per (b) (6), money was requested to be transferred as she was informed that due to the uncertainty of travel due to Covid, the money was reallocated to other areas. She said other areas were focused on while the campus was closed or had limited traffic, which has sufficed to getting much needed furniture and other equipment/supplies not only in Athletics but Campus-wide (Exhibit 67 - Email from (b) (6) to AIB regarding Budget Transfers).

On July 15, 2022, an independent investigation conducted by the U.S. Postal Service, case# DOI-22-HCI-033-BIA, 18 allegations were made by what (b) (6) called, "the kids that came from (b) (6)" against Mayes, to discredit him as the cross-country coach. This investigation included allegations of bullying, favoritism, not getting the correct equipment, etc. Students that support Mayes allege Mayes lost his HINU coaching contract due to ongoing harassment by HINU staff and students making these frivolous allegations.

As part of Mayes's testimony, he indicated approximately 80 emails or more were sent to several HINU employees and leadership requesting help with HINU processes and procedures, and to report various violations which included both HINU employees, contractors, and students. Mayes alleges his emails and reporting of these violations mostly went unanswered. On October 3, 2022, the AIB emailed everyone who Mayes allegedly sent emails to verify if they responded. Here are their responses:

(b) (6) - Mayes alleges he attempted to communicate with (b) (6) on many occasions asking for important work information or making substantial reports about students breaking regulations but failed to get a response. On October 3, 2022, (b) (6) responded to the Board and requested clarification as to what emails went unanswered, as she allegedly conducted a search in the email system with the filter of Clay and the word "drinking". The search allegedly produced one (1) email pertaining to the COVID-19 practices of using a mask and eating and drinking. (b) (6) stated, I "responded to emails he directed to me or in a thread if directed to others to the best of my ability. I answered or provided a response if I was cc'd in a thread, and if I felt my response could be of benefit. All emails were in the FOIA requested by the BIE. In the FOIA it will show responses to emails. If you need me to reach out to the BIE for the FOIA please let me know" (Exhibit 68 - Email Response from (b) (6) reg. Email Communication with Mayes).

Allegedly, (b) (6) indicated, emails are sent to coaches and emails are responded to when they are addressed to her, and reiterated, if she can be of added value to the email, she responds.

Salvini - Mayes alleges he attempted to communicate with Salvini on many occasions asking for important work information or making substantial reports about students breaking regulations but failed to get a response. On October 3, 2022, Salvini responded to the email, and she stated the first of 20 emails from Mayes was from November 4, 2021, which were related to his contract and investigation. In the email, she states, she never received any emails regarding incidents involving students, and no employee would have discussed these situations with any coach due to Family Educational Rights and Privacy Act (FERPA). Salvini provided several email chains, and allegedly forwarded all the emails which resulted in an email search of cmayes@haskell.edu. (Exhibit 69 - Email Response from T. Salvini regarding Email Communications with Mayes). These emails confirmed the conversations were related primarily to Mayes's contract and investigation, but some were meeting invites submitted by Mayes, and others were addressed to (b) (6) and/or (b) (6) regarding the investigation. In several of these emails, the communication intermittently stops (Exhibit 70 – Email from Mayes to Salvini requesting Update of Investigation). In addition, several of these emails include Mayes as one (1) of the intended recipients which illustrates him seeking guidance if he is allowed to participate or obtain information regarding the contents of the emails (Exhibit 71 – Email from Mayes request to attend Champions of Character Event). On Monday, January 10, 2022, in an email from (b) (6), she is clearly providing Mayes tasks and assignments, whereby he then seeks direction from (b) (6) and notifies Salvini of the email (b) (6) sent. He is seeking clarification with no response because he was previously issued a no-contact order (Exhibit 72 – Email from (b) (6) reg Student-Athlete Return, Spring 2022).

(b) (6) - On October 3, 2022, the AIB sent an email to (b) (6) requesting information and emails regarding the athletic submission approval process for competitions (Exhibit 73 – Email from AIB to (b) (6)). During Mayes's testimony he alleges, for his first meet and with the help of (b) (6), he submitted "paperwork" for

approval, and he was informed by (b) (6), the submission process had changed. This occurred approximately three additional times since his initial submission on August 23, 2021. He also alleges, these types of issues only occurred with him and the other (b) (6), (b) (6). At the direction of (b) (6), the fourth submission was required but ultimately, the deadline for the Oklahoma State University (OSU) meet were not met and the team could not participate in this event. (b) (6) was asked by the AIB to provide an explanation to her involvement with this incident and to confirm the process changes, and if proper notification was made to all the coaches, but she did not respond to our inquiry.

(b) (6) - Mayes alleges he made reports and complaints to (b) (6) regarding several cross-country runners; (b) (6), (b) (6), (b) (6), (b) (6), and (b) (6), who were known for not showing up to morning practices due to their drinking of alcoholic beverages. The information was supported by the violations being reported by the Residential Advisors (RAs) to (b) (6) for drinking in the dorms and erratic behavior. After two (2) months from the initial report to (b) (6), she said she would not pursue those drinking incidents and allegedly accused Mayes with retaliation, because she was aware of student complaints alleged against him (Exhibit 75 – Email from (b) (6) to AIB). Mayes alleges, (b) (6) took no action against these individuals, as they were allowed to do as they pleased and commit violations, but if they were different students, they would have been subject to disciplinary action such as immediately being removed and sent home.

On October 3, 2022, (b) (6) responded to the email with the following response and provided four (4) attached documents regarding documented incidents involving (b) (6), (b) (6), and (b) (6). In her email, she states there are no alcohol intoxication, possession, or trafficking incidents in the files; and the one (1) student (b) (6), would not be written up because he did not violate the student code of conduct. The email response included information regarding “visitation was opened back up” which was allegedly sent to the students by Salvini, who were subject to an adjudication involving the allegations listed above. (b) (6) stated, she never received the email from Salvini. Furthermore, (b) (6) provided an additional email and attached documents involving Mayes and him reporting student athletes for drinking on campus. (b) (6) denies having knowledge of emails sent to her but provided email attachments to confirm she responded to his emails involving his reports of students drinking on campus. She informed the AIB she was “...reluctant to accept his reports of the alcohol misuse because Mayes reportedly saw it on social media and said she was not sure if these allegations were actual violations” or someone implying that they were drinking.” (b) (6) stated, for any allegations of alcohol misuse, she wants to see the actual experience of the writer observing the violation in person, including observation of the intoxicating indicators such as, odor of alcohol, slurred speech, “distant-faraway look in their eyes”, or some indicator linked to intoxication.

According to (b) (6) she does not accept third-party reports because the reporting party could be a biased individual and determining the exact location of the incident would be difficult. However, she did state, reports have been taken in the past because

of social media posts made by students but indicated if she were to start taking third-party reports or social media posts, this would not be considered preponderance of evidence, which is the standard for alcohol violations.

(b) (6) further informed the AIB she wanted to use her statement she made to the AIB as evidence of retaliation for her reassignment since she testified. , and the adverse action taken against her for participating in the investigation. She alleges, she was removed from her position and “detailed” to another position, and states, she was concerned this was retaliation for when she initially testified on July 12th. (b) (6) was asked about the reassignment and said it was for mission operation necessity to complete a project or words to that effect.

Gonzales - On October 3, 2022, Gonzales provided additional testimony via email (Exhibit 76 – Email from Gonzales to AIB), stating she is unaware if Mayes was required to submit his travel documents four times due to the process abruptly changing without going through Pfeiffer’s emails. She said, travel request consists of several forms which are required to be completed, including concur, prior to receiving an approval. She agreed with Mayes and his allegation his paperwork was approved an hour before the game day and said, “that is how Athletics typically operates”. Gonzales did not specify how the processes changes were communicated to the coaches, only that Pfeiffer required the athletic packets to be submitted two (2) weeks prior to game day. Gonzales email to Mayes stated, “Due to (b) (6) retiring, the funding expired to pay the two additional coaches, as they are paid with the government credit card.

Although Gonzales states the background process was not held up, Mayes submitted emails detailing the delay in submitting the background investigation process. (b) (6) also testified to having his background investigation delayed due not providing any aliases on his forms (Exhibit 42– Testimony of (b) (6)). Gonzales further states, she has never “scolded” any employee or contactors. However, Mayes emails to Gonzales regarding the assistant coaches indicates she is providing direction to Mayes on how he should be processing paperwork and requesting meetings (Exhibit 63 - Emails from Mayes to Gonzales Why Do We Need Asst. Coaches). Gonzales denies telling Mayes, the hiring of assistant coaches was a waste of money. Mayes email from Gonzales, does not explicitly indicate she stated it was a waste of money, however, it does question the source of funding for the positions.

As it relates to the submission of documents for approval, Gonzales email indicates she was not aware of (b) (6) role in submitting documents to the President’s Office, but, said, (b) (6) does have access to DocuSign for athletics. Gonzales said, (b) (6) at times does route information to the President’s office, and unless Gonzales is on the routing instructions, she states she may not see the paperwork.

In her email Gonzales states, although she is a COR, she is not assigned to the athletic department, so if she received any inquiries from Mayes, she would direct his questions to (b) (6). Mayes’s email indicates, when he asked Gonzales for information regarding

the federal policies for contractor's she directed him to his assigned COR (Exhibit 100 – Email to Gonzales regarding Federal Policies).

Mayes testified that on one occasion he received a call from (b) (6). He left to pick up (b) (6) but returned soon thereafter. Upon entering his office area, he was surprised to see (b) (6) and (b) (6) going through his desk and belongings (Exhibit 26 – Testimony of Clay Mayes).

On August 19, 2022, (b) (6), (b) (6), testified during the 2021 Fall semester there were application “abnormalities” and they had records of students alleging Mayes had them send their applications to him. (b) (6) testified, there were concerns related to Mayes processing the applications and retaining the application fees in the amount of \$10.00 per application. In her testimony, (b) (6) pointed out that she could not remember if (b) (6) was in the admissions office at the time the abnormalities were found (Exhibit 77 – Testimony of (b) (6)).

(b) (6) testified her student worker, (b) (6) (b) (6) was processing approximately 1200 (she later stated 600-800) incoming applications for the 2022 Fall semester, and randomly found three (3) applications with abnormalities, whereby the handwriting and signatures matched each other. These applications were sent via regular mail (b) (6) did not specify US Postal, FedEx or UPS), and the return addresses were listed from the same location in Kansas City, Missouri (Exhibit 77 – Testimony of (b) (6)). Subsequently, notification was made to (b) (6)'s office, due to the concern of the \$10.00 application fee for the three (3) applications, and the allegation of Mayes potentially committing fraud, forgery, and theft by processing academic enrollment applications on behalf of the student athletes. According to (b) (6), a police report was made with the Lawrence Police department due to the seriousness of the allegations (Exhibit 23 – Testimony of (b) (6), (b) (6)). The AIB was able to receive verbal confirmation from (b) (6) (b) (6) from the Lawrence Police department, that a report was filed, but the AIB was unable to obtain a copy.

However, Mayes submitted an email from (b) (6), dated August 25, 2022, (Exhibit 30 – Lawrence Police.), stating there was no evidence of any violations of Kansas Laws to warrant an investigation.

(b) (6) (b) (6) provided an email dated, February 20, 2022, from (b) (6) to (b) (6), stating (b) (6) came across information that a contract coach appeared to be completing Admission application packets for prospective students, three in particular (Exhibit 64 - Testimony of (b) (6)). (b) (6) said she only wanted to ensure compliance with university rules (unknown which rule (b) (6) was referencing), she requested Salvini to check on these three applications. Based upon the testimony provided, the allegations made against Mayes are the result of (b) (6) and (b) (6). The applications which were reported to law enforcement are the same applications (b) (6) alleges her student worker

found. However, it is believed that they are the same applications (b) (6) also tried to submit.

An email from Pfeiffer to Salvini dated March 23, 2022, was obtained, in which Pfeiffer requested Salvini to work with (b) (6) to have Mayes return his keys and asked if a clearance form was being prepared and by whom. This was done before the outcome of the investigation by the Postal service (Exhibit 94 – Email from Pfeiffer reg Stop Work Order and Collection of Keys). This email demonstrates, a determination to terminate Mayes's contract was made prior to any investigation being closed, both from the U.S. Postal Service and the Lawrence Police department. (b) (6) stated, "we did get the programs stop work order request in writing from acting President Tamara Pfeiffer stating, "Thank you (b) (6) for reviewing all the allegations related to evidence of the matters regarding Clay Mayes. I'm going to request the acquisitions team, work with (b) (6), to write up the formal cancellation of the cross-county athletic contract immediately." From what I can recall there was a no contact order put in place on Mayes which may ultimately have caused the stop work order, followed by the termination for convenience, because Mayes was under investigation and a determination had not been made. (b) (6) also testified that she called the local Lawrence, Kansas police department when she learned of Mayes having student PII.

In another incident, (b) (6) alleged Mayes inappropriately entered a female bathroom while she was using the restroom and was in the women's bathroom stall. She said the incident occurred on Saturday, January 22, 2022, when she was at Coffin administering a Covid test to a student. She said she went into the women's restroom, specifically, into one of the stalls to use the restroom. She said, "I was in the restroom stall for approximately two (2) minutes, and I could see Mayes through the cracks of the restroom stalls, he was looking at himself in the mirror and got some paper towels and left the women's restroom (Exhibit 16 – Testimony of (b) (6) pg. 7). (b) (6) testified, she called (b) (6), contemplating if her safety was in jeopardy. (b) (6) testified that a few days later she received an email from (b) (6) asking her to complete a BIE harassment form, and said she understood it would be submitted on her behalf to the BIE. She said she wasn't made aware it was put for an investigation until recently and alleges she is not aware of the process and procedures for these types of situations.

(b) (6) informed Mayes of the complaint and told Mayes the complaint was from a (b) (6). Mayes testified he entered the women's bathroom on a Saturday morning when no one else was in the building. He said he spilled an orange drink on himself and went to the men's restroom to get some paper towels, but the paper towel holder was empty. He stated he went to the women's restroom to get paper towels. He said there was no way anyone was in the restroom as the automatic lights would have been on but didn't activate until he went to the restroom. He described the bathroom as being very small and said it only has one stall. Mayes said the stall door was open and if anyone had been inside, he would have seen them. After learning of the allegation, Mayes went to the Facility staff who managed the cameras to ask if he could review the camera footage to prove he was wrongly accused. He said he was not allowed to view

the footage. The Board asked (b) (6) about the incident and what the footage revealed, and he said Mayes had contacted him to verify if there was surveillance footage of the incident. (b) (6) confirmed footage was available (Exhibit 93 – Testimony of (b) (6)). The Board requested the footage to include in the evidence file, but it was not provided.

Pfeiffer was interviewed and said she didn't view this incident as sexual abuse and said he (Mayes) may have had a legitimate reason for going into the women's bathroom.

Analysis

Based upon all the evidence, testimony and available information, the Board believes the preponderance of the evidence supports there was a concerted effort to undermine Mayes by (b) (6), (b) (6), (b) (6), (b) (6), and the (b) (6) faction of student athletes. The Board also believes (b) (6), Salvini, Pfeiffer, and (b) (6) were involved to some extent, whether it be through poor decisions based on fabricated stories that falsely accused Mayes of wrongdoing, or failure to do their due diligence to gather information before making rash decisions or allowing themselves to be influenced by (b) (6)

Although the (b) (6) and (b) (6) stated (b) (6) transferred the cross-country gear to Mayes, Mayes said it wasn't transferred as evidenced by him having to buy gear through Brooks. The Board believes Mayes's version of events as he said, after several attempts by (b) (6) to get the gear, (b) (6) told (b) (6) he could keep the gear. In fact, in (b) (6) testimony (b) (6) said he told (b) (6) he could keep the gear. The Board believes that had Mayes been provided the Nike gear that was previously ordered by (b) (6), (b) (6) would not have authorized the purchase of new gear for the cross-country team. The Board also believes the (b) (6) and (b) (6) knew Mayes could not get the new gear, or all the gear, through the Nike agreement, because it must be ordered a year in advance. This left Mayes with two options, either purchase gear from a vendor that had the gear he needed for his team, or not provide the gear necessary for the cross-country team to practice and compete. Mayes, with (b) (6) approval purchased gear through Brooks. Although it is feasible the cross-country gear (b) (6) previously ordered was sent to (b) (6) to give to Mayes at some point, the Board does not believe the transfer was timely or it was done after the Brooks purchase. The Board based much of this rationale by the fact that (b) (6) would not communicate with Mayes and believes (b) (6) was being passive aggressive.

Allegation that Mayes jeopardized the Nike agreement.

The Board also believes (b) (6) participated in the harassment against Mayes for several reasons. First, she testified she met with several students and volunteered to write their grievances against Mayes, for them (Exhibit 16 – Testimony of (b) (6) (b) (6)). This is further supported by a picture of the notes that were provided to the Board as evidence. (b) (6) said, "When I wrote the notes about Mayes, regarding the allegations that were made against him, I never brought them to his attention, because I did not feel that it was my responsibility to report anything of that nature. I simply wasn't involved in or had seen anything, and to me it was hearsay or

allegations; I did not report these allegations to my COR. I just wrote the allegations for the student athletes, and they took pictures of it. I believe that's how the notes got distributed; I just threw them away at this point" (Exhibit 16 – Testimony of (b) (6), pg. 7). The Board believes college level students can write their own notes and had no need for her involvement. The Board also believes she was involved, and her objective was met when the students took pictures of the notes she wrote and distributed these notes. In addition, in speaking with (b) (6), he said she was acting outside her Scope of Work (SOW). Of significance, (b) (6) testified, (b) (6), (b) (6), (b) (6), had been leading the no contact order. She was meeting with students in her personal apartment" (Exhibit 55 – Testimony of (b) (6) pg. 2). (b) (6) further testified, (b) (6) was gathering evidence and statements from the girls who didn't want to run at conference. They met multiple times, gathering, and recording stuff to present to Haskell Administration, including Mona Gonzales, Tonia Salvini, University Services Vice President, and Dr. Tamarah Pfeiffer, Acting President.

Although the Board can neither confirm or deny whether (b) (6) met with athletes at her personal apartment to discuss Mayes and gather information against him, evidence does support she was involved with this effort to support the (b) (6) by assisting the students with developing a complaint against Mayes instead of referring them to student services if they had issues. In addition, it is clear to the Board that (b) (6) had an awareness of the intent of the notes as well as to involve Salvini, Gonzales, and Pfeiffer. The Board believes Pfeiffer, Salvini, and Gonzales contributed to the (b) (6) effort to have Mayes's contract terminated through their decisions. The Board also found it curious that Salvini testified that she could see the (b) (6) setting Mayes up and became concerned when (b) (6) tried to submit documents to her alleging Mayes had student application packages in his possession. This would substantiate Mayes' allegations that he caught (b) (6) and (b) (6) going through his office desk and cabinets (Exhibit 104 – Transcript of Mayes 2nd Interview). It's also curious to the Board that a student worker would be able to spot three applications having similar signatures out of hundreds of submissions, and that (b) (6) would assume Mayes signed the documents. (b) (6) was asked about where the documents were mailed from, and she informed the Board that those with similar signatures were sent from Kansas City. Since Mayes lives in Lawrence Kansas, the Board finds it unlikely he would forge the signatures and drive to Kansas City from Lawrence to mail student application to the admissions office. When Mayes was asked by the Board why he had student application packages in his possession, he testified it was not uncommon for students to request assistance from their coaches. (Exhibit 82 – Email from (b) (6), (b) (6)). (b) (6) and (b) (6) said this was common practice (Exhibit 82 – Email from (b) (6) to AIB)(Exhibit 60 - Email from (b) (6) (b) (6)). Mayes said he would look at the documents, make recommendations and have the students complete and submit the applications through the normal admissions process. The Board believes Mayes was targeted and falsely accused of having PII for which he did not have a need to know.

In addition to this issue, the Board in considering the totality of the information and believes (b) (6) was trying to get Mayes in trouble when she told (b) (6) she

received a complaint regarding Mayes running an ineligible runner in a cross-country event. This is supported by the fact that when (b) (6) asked (b) (6) the name of the individual that provided her this information, (b) (6) said she just heard it in the hallway as she was passing by some students". The Board finds (b) (6) to be suspect for making an allegation against a peer with no evidence other than hearsay. It is apparent (b) (6) had had enough of these type allegations from (b) (6) as he told her that if she couldn't prove anything solid, then she needed to back off as her accusations could be considered harassment (Exhibit 41 – (b) (6), 3). The Board agrees and believes (b) (6) was working with the (b) (6) to discredit Mayes at every opportunity.

(b) (6) testified that during the Fall semester when Mayes was suspended, she found several student athletes' academic applications on his desk, which she reported to the Director of Admissions office. Her concern was related to Mayes being in possession of PII making this a reportable offense. However, Mayes stated that on September 27, 2021, he had left Coffin for a personal matter, and when he abruptly returned, he found (b) (6) and (b) (6) rifling through his desk (Exhibit 104 – Email – Email, Mayes to (b) (6)). It is unknown if this was the incident whereby (b) (6) testified, she found Mayes to be in possession of any academic applications. Regardless, since (b) (6) testified she was not Mayes' supervisor, the Board finds it unprofessional and egregious she would go through his desk and personal belongings. In fact, (b) (6) testimony supports Mayes's allegation that she and (b) (6) went through his office and belongings. The Board believes (b) (6), and (b) (6) purposely went through Mayes's desk to find something they could use against him. Of significance, (b) (6) testified that it is not uncommon for students to send coaches documentation that contains PII when asking for assistance with completing the application. As such, even if (b) (6) found student information containing PII in Mayes desk, it doesn't mean he engaged in any PII violation for having the information. It does raise issues about (b) (6) and why she was going through a contract coaches' desk when she herself said she had no supervisory responsibility over contract employees.

(b) (6) said, "For the record, I wasn't formally introduced to Mayes, but was able to describe violations Mayes had committed prior to being hired at HINU...which I happened to hear about" (Exhibit 25 - Testimony of (b) (6) pg. 6). This statement to the Board demonstrates that (b) (6) already had prejudices against Mayes based on hearsay. She further testified, the other situation was when (b) (6) was still coaching cross-country, "I had a student who went to Antelope Valley that came up to me wanting to run unattached...While at Antelope Valley, Mayes allegedly allowed students to run un-attached, which according to (b) (6), was not allowable under NAIA rules". The fact that (b) (6) did not produce any evidence to support her allegations, and the fact that NAIA Article VII Amateur Rules and Reinstatement Procedures, specify rules for persons who are classified as amateur students are eligible to participate in a given sport for educational values, personal pleasure, satisfaction, and for the love of the sport, not for monetary or material gain, support that (b) (6) is not as familiar with the regulations as she claims or that she is intentionally trying to discredit Mayes based on hearsay.

In relation, [REDACTED] testified, [REDACTED] discovered we (HINU) had a student athlete run in a meet that wasn't eligible but ran in place of another student wearing the eligible student's bib. Mayes said he may have run an ineligible runner, but if he did it was because he could not get HINU admissions or anyone else to confirm eligibility in a timely manner. [REDACTED] did not believe there was a violation, but suspended Mayes for two weeks to appease HINU leadership, for which he had no authority to do. The Board found that [REDACTED] and [REDACTED] were supposed to oversee validating student eligibility to compete but were often untimely and did not have everything ready until as close as an hour before the event. This is supported by testimony of Mona Gonzales. Based on available evidence the Board believes [REDACTED] and [REDACTED] failed to do their jobs and hindered Mayes because they were supposed to ensure everything is available for competitions and it also implicates [REDACTED] as her SOW requires her to assist the coaches with ensuring all preparations are made for competitions (Exhibits 95 - [REDACTED] Resume and SOW). The Board believes it is inexcusable for athletes and coaches to not be informed of student athlete eligibility, well in advance of a competition, so they can avoid running ineligible athletes.

When (b) (6) retired in December 2021, (b) (6), as the (b) (6) had a meeting with the coaches and staff and informed them, for no apparent reasons, of Mayes's alleged NAIA violations. (b) (6) testified stating she gave examples of violations I knew occurred at other institutions. An example of a violation was those students who said in the newspaper of following Mayes to Haskell (Exhibit 25 – (b) (6), pg. 7). (b) (6) did not provide the Board with any evidence to support alleged violations by Mayes. During testimony, (b) (6) testified and made it a point to say, "I'm a certified track official, I've worked cross-country, and track meets and people kind of know me in the cross-country and track world. I just want to make sure we're not doing anything we shouldn't be doing" (Exhibit 25 – Testimony of (b) (6), pg. 6). The Board finds it inappropriate that (b) (6) would provide this information to staff and coaches in the manner described, especially without having any evidence. The Board believes (b) (6) did this to humiliate Mayes in front of his peers.

Gonzales testified that on one occasion Mayes "dropped a binder in front of me that contained paperwork with PII and said she called Mayes into her office and asked why he had copies of people's PII. She informed him he shouldn't be walking around with people's PII information, and she said she took the documents from him (Exhibit 18 – Testimony of Mona Gonzales, pg. 4). The Board believes Gonzales's actions are inappropriate as she did not have any authority over Mayes and based on Mayes' testimony, he had a need to have the information because students asked him to help them complete their application packets and they provided him the PII. In addition, In Gonzales's role, she did not have a need for the information containing the PII that she took from Mayes. Had she had concerns regarding the PII, she should have contacted his COR and filed a privacy complaint.

DOI Privacy Act Regulations, 43 CFR Part 2, Subpart K, § 2.227 Conduct of employees, (Exhibit 47 – Ethics Guide for DOI Employees, pg. 22) states,

“(a) Handling of records subject to the Act. Employees whose duties require handling of records subject to the Privacy Act shall, at all times, take care to protect the integrity, security, and confidentiality of these records.

(b) Disclosure of records. No employee of the Department may disclose records subject to the Privacy Act unless disclosure is permitted under § 2.56 or is to the individual to whom the record pertains.

§ 2.231 Disclosure of records.

(a) Prohibition of disclosure. No record contained in a system of records may be disclosed by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains.

(b) General exceptions. The prohibition contained in paragraph (a) does not apply where disclosure of the record would be:

(1) To those officers or employees of the Department who have a need for the record in the performance of their duties.

It is unclear if the information was disposed of or what Ms. Gonzales did with the information. In fact, if the incident happened as Gonzales described, she may very well be in violation as she is the one that did not have a need to know the information and it is unclear if she followed protocol for reporting the incident and appropriately destroying the documents. The DOI Privacy Policy provides Exhibit 78 - Department Privacy Policy Provides guidance for addressing privacy related issues (Exhibit 78 - Department Privacy Policy).

In addition, Mayes testified when he approached the President’s office for approval to hire assistant coaches, he alleges Gonzales told him the hiring of assistant coaches was an unnecessary expense to HINU. Gonzales denies she made this statement. In an email dated September 15, 2022, Gonzales states she had some concerns with Mayes’s request for (b) (6) (Exhibit 63 – Email from Gonzales to Mayes - Why do we need Assistant Coaches (09.15.22)). In an email dated September 16, 2021, from Mayes to (b) (6), Mayes’s email indicates Mona suggested before coaches were to do background checks, to keep in mind each background check costs \$600.00 per person, and that doing these checks can be seen as wasted spending, and that it should be the coach’s sole responsibility to coach their team, rather than hire assistants. He said Mona added and noted the coaches need to be held accountable and really don’t need to have assistants because it’s what we are contracted to do. Even though the emails support push-back on Mayes’ request to hire assistant coaches, Gonzales denied she gave Mayes any pushback.

In Gonzales testimony, she stated, “The head coaches are given \$5,000.00 to hire an assistant coach and it’s my understanding travel amounts are written into the contract for \$2,500.00 a semester.

Although Mayes had money in his budget for an assistant coach, he was not able to get their packages through the system to get them onboarded. Gonzales provided an email from stating, "The delay was (b) (6) retired without getting new requisitions approved for additional funding for the two contract coaches, for the new year. Assisted (sic) coaches are paid for with government credit card (max 10Kper year). The funding expired and (b) (6) never did more paperwork to extend the contractors. The background process was NOT the hold up as both already received a favorable screening. (b) (6) had to do the paperwork for additional funding and seek approval therefore causing delays. Based on how many times I asked (b) (6) for the paperwork, I was under the impression (b) (6) might not want to use the same contractors (her decision as the (b) (6)). (Exhibit 76 – Email from Gonzales to AIB). The Board finds that previous testimony has already revealed that purchases can be made from anyone with a credit card and the funds can be worked out on the back end with finance. If (b) (6) was able to use a purchase card to hire (b) (6) for a second job, she could have also had this accomplished for Mayes as this was really her responsibility.

Subsequently, on September 27, 2022, the AIB received a requisition from (b) (6) (b) (6) (b) (6), dated May 10, 2022, signed by (b) (6), and approved by (b) (6), stating per the (b) (6) a new (b) (6) was requested to (b) (6), in light of my role as (b) (6). (b) (6) was named by (b) (6) as the individual designated as the new assistant coach. (b) (6) was basically hired to perform this function with the stroke of a pen. The Board believes Gonzales, (b) (6) and others were passive aggressive and purposely didn't assist Mayes with his request for hiring an assistant coach.

Another issue involving the budget, involved (b) (6) informing Mayes his budget was decreased to a negative balance of \$11,000.00. (b) (6) said he allotted \$35,000.00 for the cross-country team. (b) (6), after taking over for (b) (6), informed Mayes he had a budget deficit. (b) (6) denies she ever told Mayes he had an \$11,000.00 deficit, and said she adjusted everyone's budget. (b) (6) testified that when (b) (6) came on as the new (b) (6), she said we had a lot of Covid-19 funds and we needed to spend them down. (b) (6) said he remembered Mayes telling him he had \$35,000.00 in his budget but he ended up with a negative balance of \$11,000.00. The Board requested and received budget information for the period in question. Although the budget for Mayes did not show an \$11,000.00 deficit it had been decreased significantly. (b) (6) said he believes he heard (b) (6) state Mayes had the deficit in a staff meeting. Per (b) (6) money was requested to be transferred from several coach's budgets as she was informed by J. (b) (6) that due to the uncertainty of travel due to Covid, the money needed to be reallocated to other areas. She said other areas at HINU were focused on while the campus was closed or had limited traffic, which has sufficed to getting much needed furniture and other equipment/supplies, not only in Athletics but Campus-wide. The Board believes the information provided by Thorne accurately reflects the changes to the budget but does not see any reason Mayes would make this information up as he had no reason to tell anyone he had an \$11,000.00 deficit if that information had not

been told to him. Evidence reveals Mayes contacted (b) (6) and (b) (6) about the deficit after he was informed of the information by (b) (6) (Exhibit 41 – Testimony of (b) (6) pg. 6 and Exhibit 66 – Testimony of (b) (6) pg. 3). The Board believes (b) (6) told Mayes he had a deficit to harass or humiliate him, verses providing him with the actual changes made to the budget.

On July 15, 2022, an independent investigation conducted by the U.S. Postal Service, case #DOI-22-HCI-033-BIA, included 18 allegations made by what (b) (6) called, “the kids that came from (b) (6)”; against Mayes, to discredit him as the cross-country coach (Exhibit 41 – Testimony of (b) (6), pg. 2). This investigation included allegations of bullying, favoritism, not getting the correct equipment, etc. The Board found that HINU management engaged in efforts that limited the Postal Service investigation, such as limiting the witnesses to a specific few, to produce the outcome they wanted. The Board’s rationale for this statement is that after review of the Postal Investigation, the Board finds it is lacking significant information and if conclusions and recommendations were made based on this report, it would be based on incomplete information. The Board investigated many of the same issues investigated by the U.S. Postal service and finds that favoritism, bullying and harassment did not occur by Mayes. The Board found that the issues alleged in the Postal investigation were due to management pitting two factions of student athletes against each other to support their cause. The Board believes (b) (6) was the instigator, supported by (b) (6) (b) (6) Salvini, and (b) (6). This does not mean Mayes was faultless as evidence supports, he expressed his true feelings about the (b) (6), to students, on several occasions, which probably incited those that support the (b) (6). In addition, BIE E&LR and HINU leadership based their course of action and recommendations on unfounded allegations that were fabricated or based on partial information. This caused a contractor to lose his contract and his livelihood.

As part of Mayes’s testimony, he indicated approximately 80 emails or more were sent to several HINU employees and leadership requesting help with HINU processes and procedures, and to report various violations which included both HINU employees, contractors, and students. Mayes alleges his emails and reporting of these violations mostly went unanswered. On October 3, 2022, the Board emailed everyone who Mayes allegedly sent emails to verify if they responded to his emails. (b) (6), (b) (6) and (b) (6) did not provide the information requested by the Board. As such, the Board must assume Mayes was met with the same outcome. (b) (6) responded and said the Board could get this information from FOIA as she had already submitted it to them.

Salvini responded to the email and stated the first of 20 emails from Mayes was from November 4, 2021, which were related to his contract and investigation. In the email, she states, she never received any emails regarding incidents involving students. These emails provided confirmed the conversations were related primarily to Mayes’s contract and the Postal investigation. However, there were several emails that included Mayes as one of the intended recipients and reveals he was seeking guidance. There did not appear to be any responses to Mayes’ inquiries for clarification.

(b) (6) replied and said she would not pursue complaints from Mayes about students because she thought Mayes could be retaliating against those that made allegations against him. (b) (6) provided an additional email and attached documents involving Mayes' reporting student athletes for drinking on campus. Although she denies having knowledge of emails sent to her, she provided email attachments to confirm she responded to his emails involving his reports of students drinking on campus. The Board finds (b) (6) responses to be contradicting and it is unclear if she provided all the emails requested. In fact, her response seems to support Mayes in the fact that she more likely than not never responded to him, even if it was to tell him she couldn't provide the requested information.

Gonzales states, although she is a (b) (6) she is not assigned to the athletic department, so if she received any inquiries from Mayes, she would direct his questions to (b) (6). Mayes's email indicates, when he asked Gonzales for information regarding the federal policies for contractor's she directed him to his assigned COR. The Board believes Gonzales could have directed Mayes to the requested information since she was a (b) (6). Her actions were passive aggressive.

The Board believes Mayes emails requesting policies and procedures went unanswered or Mayes was told by the recipient that they didn't know, or as Gonzales stated, she referred Mayes to the (b) (6). (b) (6) said he did not know where policies and procedures for the athletic department or HINU were located and he referred Mayes to the athletic director, (b) (6). (b) (6) informed Mayes he should talk to his COR and said she was not his supervisor. Of equal concern, Gonzales was a (b) (6) (b) (6) for many years. Per her response, when asked for policy and procedure information by Mayes, she referred him to his COR and did not even provide basic information. The Board believes (b) (6), (b) (6), (b) (6) and Gonzales were all negligent or passive aggressive as it pertained to providing Mayes with the information he requested. Of significance, this may have been because HINU does not have any policies or procedures in a central location. The Board could not find any evidence where any management official provided any information to Mayes as it relates to HINU or BIE policies and procedures. In addition, this information was not provided to Mayes or other contract coaches via orientation or other venue. As stated earlier, the Board believes (b) (6) was already prejudiced against Mayes based on hearsay allegations of violating NAIA regulations and the fact he was replacing her brother in the role as cross-country coach. (b) (6) said (b) (6) started reporting Mayes to the NAIA even before she became the (b) (6). He said he wasn't sure if it was because her brother (b) (6) was the former coach. He said, "It was like he (Mayes) was handed a dozen balloons, and they just kept popping them." (b) (6) testified, "with my support, Mayes was brought on as the head cross-country coach, but the (b) (6), particularly (b) (6), were intent on undermining Mayes from the very beginning. They did what they could to undermine Mayes with what clearly appeared to be the goal of getting rid of him. (b) (6) said "Mayes wasn't given the opportunity to coach like he needed to improve his program and mold and bond with the kids to get it going at a college level. The nepotism is there with the (b) (6)(b) (6) indicated, since inception, Mayes was constantly trying to battle

barriers and limitations and was not given the opportunity to thrive as the HINU cross-country coach. In addition, when the Board asked HINU leadership, “absent any written processes, how is a contract employee supposed to function within the regulatory boundaries when there is no communication with a contractor about policies and procedures, and no guidance as to how or where policies and procedures can be found? And, if this information is not in their SOW and they are not provided with an orientation, how are they supposed to know what to do? The common response was, either they couldn’t function and shouldn’t be accountable, or the contractor should be directed back to the COR. The Board finds HINU to be severely dysfunctional and severely lacking processes and procedures. In addition, the Board finds (b) (6), (b) (6), and (b) (6) credible and believes the preponderance of the evidence supports Mayes’s email communications as it pertains to processes, policies, guidance, and procedures, went mostly unanswered.

As it pertains to the incident where (b) (6) alleges Mayes inappropriately entered the women’s bathroom, the Board believes Mayes’s version of events as it is unrealistic to believe he would not have realized someone was in the stall when he entered the restroom and when he retrieved the paper towels. The Board considered the fact that (b) (6) said she was in one of the stalls. Per Mayes, there is only one stall, and the stall door was open. The Board believes he entered the women’s bathroom, retrieved the paper towels, and wiped the orange drink off his shirt, and exited the bathroom. Even had (b) (6) been in the bathroom in a closed stall, there is no evidence Mayes had any ill intent.

Based upon the testimonies received and the timeline of events, the allegations stated in the notice addressed to Dearman from (b) (6)r, including the details of the allegations made by HINU students, supports the notion that Mayes was subject to a level of targeted bullying and unfounded allegations made against him. These unfounded allegations against Mayes’s support (b) (6) and (b) (6) testimony, that “certain persons at HINU” “work together to do what they want to do; like getting rid of Mayes or what it maybe.” Evidence supports that (b) (6), (b) (6), (b) (6), and Gonzales are culpable of harassing Mayes.

Conclusions

- Clay Mayes was bullied, harassed, and intimidated by (b) (6) and (b) (6)
- Mayes’s contract was eventually terminated by Pfeiffer without evidence of any wrongdoing and as such negatively impacted his career, family, and life.
- BIE E&LR provided guidance to HINU leadership without having evidence supported by facts.
- The investigation conducted by the Postal service was less than acceptable as they did not seek out witnesses that had substantial information to contribute to their investigation.
- (b) (6) was passive aggressive to Mayes and would not communicate with him or turn over cross-country supplies/gear to him.

- (b) (6) allowed some students to bully other students and did not intervene.
- (b) (6) was passive aggressive toward Mayes and as (b) (6) did nothing to make him successful.
- (b) (6) made unfounded allegations about Mayes to discredit him
- (b) (6) made frivolous unfounded complaints against Mayes to discredit him.
- (b) (6) provided student athletes with inaccurate information to discourage them from participating in funruns and other charitable running events.
- (b) (6) worked with students to assist them with developing grievances against Mayes.
- (b) (6) is unqualified to be a COR in an area for which he is not a subject Matter expert.
- HINU does not have a centralized location to house policies and procedures that are accessible by all.
- E&LR should not be recommending formal investigations without first conducting a fact finding that forms a justifiable basis for recommending a more formalized investigation or ensuring the information they use to support an investigation is based on facts.
- HINU leadership made poor decisions based on unsupported allegations against Mayes and inappropriately terminated his contract.

Allegations #5 and #7 – Giving HINU Administrators athletic coaching positions even though they did not have any coaching experience and naming (b) (6) as the (b) (6) and not changing the school athletic website to reflect (b) (6) as being the head coach.

One of the allegations by student athletes is that HINU hires coaches that are unqualified to coach an athletic program. Until the past couple of years, all HINU coaches were hired as full-time instructors for HINU (Exhibits 21 – HINU Faculty Workload Policy). This meant they were required to instruct 12 hours per semester. However, those instructors performing coaching duties were authorized to reduce their instruction hours from 12 hours per semester to anywhere from 6 to 9 hours per semester. At some point, a couple of years ago, HINU leadership decided to start using contract coaches to backfill Head coaches through attrition. As such, all the coaches at HINU are now contract coaches except for (b) (6)

(b) (6) is the (b) (6) and explained the (b) (6) to the Board (Exhibit 15 - Testimony of (b) (6)). He said, a contract will first go out for quote. He said, if there's an important key position in the contract for qualifications, we'll ask that a resume be submitted to evaluate against our qualification standards (college degrees, experience level, etc.) in the contract. If a contract is already awarded or someone is being replaced, the COR should reevaluate those qualifications of an individual to make sure the terms in the scope of work are met and

there are no issues or conflicts. This documentation should be in the contract file or the COR's file.

He testified that the COR's are the first point of contact, the middleman between the contracting officer and the contractor. COR's are delegated with oversight of the contractor's work, acceptance of work, invoice approval, conducting orientation/kickoff meetings, and making sure the contractor is performing in accordance with the statement of work. The COR's should be a subject matter expert within the area of the contract unless it's a simple services like cell phone accounts. If a situation arises where the contractor is not receiving guidance or direction from the COR, this needs to be elevated to the contracting officer over the contract. Depending on when the contract was written, we have a general points of contract information written into the contract.

The general practice is the program requesting for contract services would draft up a scope of work. When a contract is written to a specific position there should be qualifications tied to it. If you have a coaching position, it should have requirements such as a degree, experience, or certifications. These requirements should be outlined in the contract for the position. As it relates to use of the credit card, there should be some type of standards and documentation to support why the government is going to pay a coach \$10,000.00.

For a micro purchase (\$10,000.00 or less) there are a few caveats to it. A micro purchase is tied to an individual requirement. If it's truly an individual requirement but making payments multiple times to try to surpass contracting, this might get flagged as a split purchase (Exhibit 15 – Testimony of (b) (6)). (b) (6) testified that during the spring or summer of 2020, (b) (6), (b) (6) (b) (6), and I decided we needed to give special attention to the programs and move them along to be on a higher level (Exhibit 41 – Testimony of (b) (6) pg.1).

(b) (6) testified, "My (b) (6) is: 1) to get you to graduate, 2) enjoy your time here on campus, your instructors, and your teammates, and 3) asking and/or encouraging students to think about what they are going to be doing in 5 years..." For emotional well-being, I'm looking at making sure they are having fun and having a good day. I try to get them to see if we can change those things and get them where they graduate with honor and go home and be a pillar of their community...As for standards for athletes, I give everybody an opportunity to give it a shot. It's a vision to get the athletes to go to nationals and run well, but we're also looking at life after running. I see our goal is retention. For example, if we're getting ready to start a sport and if I don't have that retention, instead of three coming back to play, I might only have one. If we have retention, we're going to be better because we have that experience. Without it, each year we're one and done. We need retention to be better. If we only focus on winning, and they don't make the grades, we lose them. We need to have a balance between academics and athletics. As for the athletes, if they are not competitive in the classroom, then they are not competitive in the field. They must be committed to doing well academically and then that translates into the field (Exhibit 58 – Testimony of (b) (6) (b) (6) pg. 4).

(b) (6) stated, I would agree that any head coach must have the expertise to make any athletics department competitive, but HINU's goal is to make them a student first. Regarding making HINU competitive and balancing academics and athletics, it is a subjective opinion due to the amount of turnover at the administrative level (Exhibit 16 – Testimony of (b) (6), pg. 3). (b) (6) testified, she did not have any prior track and field coaching experience, nor was she aware if any other person was offered the position. She spent approximately 10-20 hours per week coaching; the coaching primary duties were attending practice, training schedules, and requesting equipment, grades, and travel; which were in addition to her scope of work (SOW) for the SID and instructional contracts. In addition, (b) (6) testified HINU's current men's head basketball coach, (b) (6) was placed as the (b) (6) (b) (6), which she believed he was paid through a PayPal account; she was not sure on the amount he received (Exhibit 16 – Testimony of (b) (6), pg. 6).

(b) (6) said, At Haskell, coaches aren't driven to be competitive. The love of the game. We don't provide a lot of things that other NAIA institutions offer. There is no real incentive to be a student athlete. We don't have the luxury of other institutions where they can recruit anybody from anywhere, we're recruiting 1% of 1%. The biggest drawback is our recruiting tool. We can only recruit (b) (6) that have proper paperwork. 1% of student athletes overall play collegiate sports, then the Native American population is 1% of the United States population. We don't provide scholarships. The only scholarships they can get are for academics. Like Dean's honor roll, there's just a plethora of other academic scholarships. My ultimate thing is for the students to enjoy the time here whether they walk across the stage or transfer out (Exhibit 17 – Testimony of (b) (6), pg. 6).

Presently, (b) (6) is the (b) (6). (b) (6) testified that the Department submits the SOW for a contract position. The contracting officer solicits for bids, and the (b) (6) is the selecting official for coaching positions. Some coaches may get paid through purchase cards. The guidance says we can pay up to \$10,000.00 for professional services (Exhibit 24 – Testimony of (b) (6)).

(b) (6) said the former (b) (6), chose (b) (6) as the contracted softball coach. I don't think she had recent coaching experience. I know she played softball at a high level. I think the typical path would have been an (b) (6) before becoming a (b) (6) (Exhibit 97 – (b) (6) Resume and SOW).

(b) (6) is a (b) (6). She also has another contract through (b) (6) working for HINU as (b) (6) and she was hired through a purchase card as the (b) (6) during the period of February 2022 to May 2022.

(b) (6) was on administrative leave resulting from an unfounded sexual harassment allegation. Upon (b) (6) hiring as the (b) (6), (b) (6) announced and informed the track and field athletes that (b) (6) would be the (b) (6) and the

information on the HINU athletic program website was not changed to reflect (b) (6) as the coach.

Analysis

The Board looked at the totality of the testimony and information provided to gain an understanding of the thought process of those in key positions within the Athletic Department. Per (b) (6), (b) (6), (b) (6), and (b) (6), their philosophy appears to be to make sure the students have a good experience and do well academically. Other coaches are much more competitive and understand the need for students to be successful academically, but also want to build strong athletic programs that can compete at a higher level. The Board believes there should be a balance between academics and competition, and to achieve this, there must be collegiate level coaches that are effective in their coaching abilities as well as effective recruiters. This rationale is made by looking at the philosophy and practices of top colleges and universities throughout the nation. In addition, athletes want to win, and the students attending the college or university want to see their teams win. The Board believes having a winning team builds cohesion and instills a sense of pride in everyone, including the faculty.

Although (b) (6) testified, he met with the (b) (6) and that he, (b) (6), and (b) (6) determined an effort would be made to hire (b) (6) that would elevate their sports programs, his actions contradicted his testimony because he hired (b) (6) (b) (6) as the (b) (6), knowing (b) (6) (b) (6).

(b) (6) was also involved in the hiring of Mayes and (b) (6), which clearly had years of solid coaching (Exhibit 9 – Clay Mayes Contract). The Board believes the allegation by the students was primarily due to (b) (6) decision to hire (b) (6) as the (b) (6) (b) (6) (b) (6) during the period that (b) (6) was required to work remotely and not (b) (6). Per (b) (6) own testimony she had no (b) (6). In addition, she agreed with the Board that any (b) (6) must have the expertise to make any athletics department competitive. Of significance, based on other issues the Board investigated, (b) (6) is a supporter of (b) (6) and was hired for an approximate two-month period without giving anyone else an opportunity to compete. Hiring an (b) (6) was inappropriate because this decision was not in the best interest of the students or HINU, even on a temporary basis. The Board also believes (b) (6) engaged in another incident that caused students to complain when she placed (b) (6) as the (b) (6) over the cross-country teams. Although (b) (6) has (b) (6) experience, (b) (6) (Exhibit 96 – (b) (6) (b) (6) Resume and SOW). There is little to no correlation between these two sports. As such, it is clear to the Board as to why students would lack confidence in their coaches and would make allegations that several (b) (6) were unqualified, because they were unqualified.

Although the students' complaint has merit, the Board finds it appropriate to leave (b) (6) listed as the (b) (6) because he was the (b) (6), and would remain the (b) (6) until such time as he was found to have engaged in conduct that would warrant his removal. (b) (6), although not the best temporary replacement, was only hired to fill the position while awaiting results of the investigation. In fact, the investigation was completed, and it was determined (b) (6) did not engage in the alleged misconduct and is the (b) (6)

Conclusions

- The Board found coaches are hired even though they do not have coaching experience at the collegiate level.
- (b) (6) hired (b) (6) to be the (b) (6), knowing she was not qualified to be a (b) (6)
- (b) (6) hired (b) (6) to be the (b) (6) for the HINU cross-country teams knowing he was a basketball coach and knowing he had no experience coaching cross-country athletes.
- (b) (6) hired (b) (6) as the (b) (6) knowing she had no coaching experience at the collegiate level (Exhibit 97 – (b) (6) Resume and SOW).
- (b) (6) is not a subject matter expert and should not be the COR over coaching contracts.

Allegation #6 and #12- Nepotism

The AIB investigated allegations of “Nepotism” raised in the student complaints. These allegations specifically identified concerns about a supervisory relationship between (b) (6)(b) (6)(b) (6) and (b) (6) (b) (6), who are siblings. (b) (6) (b) (6), who is (b) (6), was almost mentioned at times. The three of them were often referred to collectively as (b) (6) by the witnesses. The investigation revealed the following:

(b) (6), (b) (6) testified that there is nepotism at HINU (Exhibit 41- Testimony of (b) (6), pg. 4). He stated that a few athletic directors ago (b) (6) was the (b) (6) and they tried saying (b) (6) was really an (b) (6). (b) (6) also testified that when he left, (b) (6) was still the (b) (6) and (b) (6) became the (b) (6). Then, (b) (6) was made the (b) (6), however, (b) (6) heard (b) (6) still coaches. (b) (6) testified that the (b) (6) supervises all coaches no matter what level.

(b) (6) testified he believed (b) (6) was supervising her (b) (6) which he understood there is a federal regulation that family members cannot supervise other family members (Exhibit 42 – Testimony of (b) (6), pg. 3). (b) (6) stated, “At HINU, people make up their own rules on how things work to their advantage or to simply exercise an authority that does not exist. Individuals have gotten away with what

they want to do versus doing what is in the best interest of the students and University.”.

Clay Mayes (Mayes) testified that (b) (6) was regularly involved with (b) (6) and involved with his coaching responsibilities (Exhibit 26 – Testimony of Clay Mayes, pgs. 2-4). He also testified his career was impacted by (b) (6) because he was hired to take over the cross-country running program from (b) (6) which caused tension and aggression toward him by (b) (6), for unknown reasons (Exhibit 26 – Testimony of Clay Mayes, at pgs. 2-4, 6-7, and 10-11).

(b) (6) testified, “Nepotism here at HINU is definitely an issue.” (Exhibit 40 – Testimony of (b) (6) (1st Interview), pg. 3). He stated he believed that locally there are concerns that a lot of people are from the same families.

(b) (6) testified that “at one time there was a saying that the (b) (6) were running Haskell.” (Exhibit 83 - Testimony of (b) (6), pg. 3). She stated they would say (b) (6) and (b) (6) were around (b) (6) when he coaches “because he couldn’t remember things, or they had to make sure he was where he needed to be.” (b) (6) testified that she could not understand what is wrong with Haskell and that even with what happened with her daughter (b) (6), (b) (6) was still coaching track. She also stated that (b) (6) had been let go from her position before. In describing (b) (6), (b) (6) said, “She is a bully. From what I gather on how (b) (6) treated Coach Mayes it makes me think of bullying because they want their way and if they don’t get their way, they’re going to find a way to get their way”.

(b) (6) testified that she thought (b) (6) supervised (b) (6), but they may have mitigated that because of nepotism (Exhibit 33 – Testimony of (b) (6) (b) (6), pg. 7). She stated it was concerning (b) (6) was hired to be the (b) (6) and over Mayes, because she thought this would be kind of messy and in her opinion, it would be like a conflict of interest.

(b) (6) testified he knows people try to make allegations of nepotism with (b) (6) as the (b) (6) and him as a (b) (6). (Exhibit 58 – Testimony of (b) (6), pg. 4). His response to these allegations is he was here (at HINU) for 20 years before they hired (b) (6). (b) (6) stated he had considered retirement at the time (b) (6) was hired as the (b) (6) because he did not want her to be badgered about nepotism. However, he elected not to retire due to (b) (6). (b) (6) also testified that he is the (b) (6).

When (b) (4) became (b) (6), Interim HINU President Dr. Tamarah Pfeiffer (Pfeiffer) sent her a “Recusal Agreement to sign on February 24, 2022 (Exhibit 50 – Recusal Agreement (b) (6). Per the Agreement, (b) (6) agreed that she would not perform any supervisory responsibilities, including personnel actions and co-coaching duties or responsibilities, with respect to her relative (b) (6). She further agreed that any guidance for program coordination and personnel will be assigned to the (b) (6) (b) (6), (b) (6). Pfeiffer also

sent an email to (b) (6), (b) (6), (b) (6), (b) (6), (b) (6), and (b) (6) informing them that (b) (6) was to supervise (b) (6) on “any requests, personnel matters, or budget requests for track and field” and (b) (6) and (b) (6) would provide supervisory oversight of academics (Exhibit 51 – Pfeiffer Email re Recusal Agreement).

(b) (6) testified that (b) (6) supervisor is (b) (6) (b) (6), who supervises (b) (6) in his capacity as a (b) (6) (Exhibit 25 – Testimony of (b) (6), pg. 2). However, (b) (6) provided information stating she did not supervise (b) (6) when he was coaching but that he was supervised by the (b) (6) (b) (6) for the coaching role (Exhibit 22 – (b) (6) Email (10.11.2022)).

On August 19, 2022, (b) (6) now (b) (6), testified according to the memo sent by Pfeiffer on February 24, 2022, when (b) (6) became (b) (6), the (b) (6) would have supervisory oversight of (b) (6) in his volunteer coaching role (Exhibit 23 – Testimony of (b) (6), pg. 3). She stated that relatives cannot supervise other relatives so extra layers are added to the reporting structure.

(b) (6) testified that in January 2022, she was the (b) (6) of (b) (6). However, she made no direct reference to her supervisory role in the Athletics division, including the financial aspect of (b) (6) athletic expenditures. When specifically asked via email to respond to the types of oversight duties she was responsible for performing when supervising (b) (6) (b) (6) did not respond to the AIB’s inquiry, even after being reminded that the information was necessary to clear up lines of responsibility (Exhibit 84 – Emails from (b) (6), (b) (6)).

Analysis

The Department of Interior’s policy on nepotism, based directly on the nepotism law in 5 U.S.C. § 3110, states, “Nepotism, or showing favoritism based on family relationships, is prohibited. A public official may not appoint, employ, promote, advance, or advocate for the appointment, employment, promotion, or advancement of a relative in or to any civilian position in the agency in which the public official serves, or over which he or she exercises jurisdiction or control.” (Exhibit 47 – Ethics Guide for DOI Employees, pg. 22). Regarding conflicts and impartiality, the policy states, “[Employees] must take appropriate steps to avoid any appearance of loss of impartiality in the performance of [their] official duties.” (Id. at p. 7).

(b) (6) was the (b) (6) until early December 2021 for HINU when he retired. (b) (6) was made the (b) (6) at or about the time of (b) (6) retirement and was eventually selected for the position in February 2022. Pfeiffer established a layered supervisory process to ensure (b) (6) would not be supervising her (b) (6) (Exhibit 50 – Recusal Agreement (b) (6) and Exhibit 51 – Pfeiffer Email re Recusal Agreement). Of significance, (b) (6) was performing instructor duties virtually during the period of December 21, 2021, until May 12, 2022, while under investigation for an allegation of

inappropriate touching of a female student and did not perform coaching duties or responsibilities (Exhibit 85 – (b) (6) No Contact Orders). He was permitted to resume coaching duties after May 12, 2022, because the allegations against him were unfounded at that time.

When (b) (6) was asked specific questions via email as to the type of supervisory duties she performed as it related to (b) (6), she responded by saying she was working on her response. A week later she was sent another inquiry but did not respond (Exhibit 84 – Emails from (b) (6)). The questions asked of (b) (6) came from the AD position description. As such, the AIB believes (b) (6) does not have the subject matter expertise to perform the duties associated with supervising a coach. Pfeiffer, although she may have had good intentions, inappropriately assigned (b) (6) to supervise (b) (6) because she did not validate or confirm (b) (6) had the necessary experience to perform this role. In fact, the only current supervisor that could have effectively supervised (b) (6) in his coaching role would have been (b) (6).

Pursuant to Recusal Agreement, (b) (6) agreed that “[I] shall not perform any supervisory duties or responsibilities with respect to (b) (6) (b) (6).” (Exhibit 50 – Recusal Agreement (b) (6)). According to Pfeiffer’s February 24, 2022, email, (b) (6) would supervise (b) (6) “on any requests, personnel matters, or budget requests for track and field.” (Exhibit 51 – Pfeiffer Email re Recusal Agreement). (b) (6) was the (b) (6) at the time. When Pfeiffer left and (b) (6) became (b) (6), (b) (6) subsequently became (b) (6)(b) (6) testified he is the (b) (6) (b) (6) for the upcoming season and for coaching related matters, he now checks in with (b) (6) (Exhibit 58 – Testimony of (b) (6), pg. 1). As with (b) (6), there is no evidence that suggests (b) (6) is a subject matter expert when it comes to supervising a coach.

The witnesses interviewed raised concerns about family relations, which were referred to as groups or factions, that are prevalent throughout HINU. The testimony did not specifically identify who these groups or factions were, other than to refer to (b) (6) (b) (6) (b) (6), and (b) (6)). As one student athlete stated, “It seems they don’t want anyone to succeed here, it’s a family run community. I feel everyone is tied into this somehow some way, the (b) (6) have (b) (6) here, and the power to intimidate people.” (Exhibit 29 – Testimony of (b) (6), pg. 4). Another student said, “If you have connections to different staff around HINU, you are untouchable, you’re golden, but if you don’t, it’s very hard to succeed.” (Exhibit 32 – Testimony of (b) (6) (b) (6), pg. 6). She also stated, “If the athletics program isn’t doing good, there’s less eyes, there’s less people watching and observing, trying to see what’s going on around HINU, including the nepotism.”

The AD’s overall roles and responsibilities encompass the entire athletic program and do not distinguish between athletic programs or personnel, including any contractor associated with HINU. Any employee, contractor, or volunteer, regardless of title or

classification, cannot function without the direct involvement and oversight of the (b) (6). Due to the inherent duties of the (b) (6) and the (b) (6) lack of subject matter expertise in coaching supervision, there is a strong likelihood of regular interaction between (b) (6), in her capacity as (b) (6), and (b) (6) in his capacity as a (b) (6). Despite HINU management's best efforts to create a separate reporting structure, there is no way to eliminate (b) (6) involvement as it pertains to the oversight of all coaches.

Conclusion – The allegation of nepotism is unsubstantiated as evidence did not show that (b) (6) received special treatment based on his relationship to (b) (6). However, perceptions of nepotism existing between (b) (6), and (b) (6) are likely to continue given the current reporting structure and may exacerbate this issue.

Allegation #7 has been combined with #5 and has been previously discussed.

Allegation #8 was combined with Allegations #1 and #2 and has been previously discussed.

Allegation #9 – It was alleged that Mona Gonzales threw out multiple applications for individuals that applied for the athletic director position not giving them a fair opportunity to compete and to give (b) (6) an unfair advantage.

As part of the investigation, the Board obtained a copy of the DOI OIG Complaint Referral OI-HQ-22-0711-R, alleging “multiple applicants for Haskell’s athletic director position for Spring of 2022 approached us and detailed the Human Resources administrator, Mona Gonzalez, was expunging qualified applicants from the position as grounds to hire her close friend, (b) (6) and manipulate the application process. Each applicant stated: Do a review on the application portal with all applications” (Exhibit 86 - DOI OIG Complaint Referral OI-HQ-22-0711-R, pg. 6).

In April 2022, (b) (6) stated he applied for a HSES instructor’ position and in June 2022, he was offered the position, but was informed by (b) (6) (b) (6), “that if I accepted the position that I could no longer coach” (Exhibit 66 – Testimony of (b) (6) p. 4), and “I sent an email to (b) (6) and she replied congratulating me. She said that I could accept the lower position and that I could give back to the University like (b) (6) and (b) (6), he’s a (b) (6) and (b) (6) for the upcoming 2022 – 2023 season. However, I had a conversation with (b) (6) about two weeks earlier inquiring whether she knew anything about the HSES position”.

(b) (6) declined the position to continue to build upon his coaching career. Strom stated, I shared the email from (b) (6) with (b) (6) and (b) (6), (b) (6) (b) (6). I told them I applied for the (b) (6) position last fall because former Acting President Dr. Tamarah Pfeiffer thought I might be interested in the position. However, after I applied, I received a message that I didn’t have enough experience, and “I shared all this with (b) (6) and (b) (6) because during a team meeting (b) (6) told us we had a new employee, our (b) (6), would be serving as the new (b) (6). (b) (6) told us that it was “way cool” because (b) (6) would be able to use her federal credit card for travel.

(b) (6) stated, I politely asked (b) (6) to keep this between us because of a previous incident where I had a meeting with Dr. Pfeiffer to request a charter bus for travel to nationals and (b) (6), who was acting (b) (6) at the time, "didn't talk to me for a whole week". (b) (6) wanted (b) (6) to hear the inconsistencies.

The Board reviewed the allegation and learned that the Athletic Director (AD) position was announced during the period of October 20, 2021, to November 5, 2021. 11 applicants were found qualified, and 12 applicants were found unqualified (Exhibit 87 – USA Staffing Applicant Dashboard (b) (6) (b) (6) was one of the applicants that applied for the position and was found unqualified by the BIE Title 5 Staffing Branch. Pfeiffer informed the Board she was the selecting official, developed an interview panel, conducted interviews, rated, and ranked candidates and used the rating criteria to make a selection (Exhibit 79 – Athletic Director Interview Rating Sheet) (Exhibit 80 – Athletic Director Interview Questions) and (Exhibit 81 – Athletic Director Interview Committee). (b) (6) was interviewed and selected for the position.

On November 4, 2022, the Board obtained a copy of the Athletic Director (AD) Applicant Dashboard, the JOA for the AD announcement, and applicant dashboard information. BIE's Supervisory Human Resource (HR) Specialist. The AD Applicant Dashboard shows a total of 23 applicants, with the following Application Rating Notification Message Code: IQIE. The IQIE code defines the applicant's status as: "You are ineligible because your length of specialized experience fails to meet the qualification requirements for this position and grade".

According to the JOA for the AD position, the position has a basic requirement of a degree that included or was supplemented by a major study in education or in a subject-matter field appropriate to the position, or, a combination of education and experience -- courses equivalent to a major in education, or in a subject-matter field appropriate to the position, plus appropriate experience or additional course work that provided knowledge comparable to that normally acquired through the successful completion of the 4-year course of study described above.

In addition, the position required the following: One (1) year of specialized experience equivalent to at least the GS-11 grade level. The Specialized Experience is experience that equipped the applicant with the knowledge, skills, and abilities to successfully perform the duties of the position, and that is typically in or related to the work of the position to be filled. To be creditable, the specialized experience must have been equivalent to at least the next lower grade level in the normal line of progression for the occupation in the organization.

Examples of Specialized Experience are: Responsible for leadership of an athletic program including the management and administration, training plans, recruitment and retention of student athletes, resources; athletic development and assessment; maintenance of effective relationships with professional athletic programs, administration, and support with administration measure of intercollegiate sport

competition and regulations, tribal communities, and other stakeholders. Only experience and education obtained by the closing date of this announcement will be considered. Time-In-Grade Requirements: Merit Promotion (status) candidates must have completed one year (52 weeks) of service at the next lower grade level.

The Board reviewed the allegation and learned that the Athletic Director (AD) position was announced during of October 20, 2021, and November 5, 2021. Of the 23 applicants, 11 applicants were found qualified and 12 were found unqualified. (b) (6) was one of the applicants that applied for the position and was found unqualified based upon a review of his resume by the (b) (6) was the only applicant referred to the selecting official and (b) (6) was hired.

On November 6, 2022, (b) (6) indicated in her email, (b) (6) was found to be not qualified based on a review of his resume (Exhibit 88 - (b) (6) Resume), and the HR specialist who rated (b) (6) entered the following notes into USA Staffing:

- Does not meet 1 year of specialized experience.
- JOA spec - Responsible for leadership of an athletic program including the management and administration, training plans, recruitment and retention of student athletes, resources; athletic development and assessment; maintenance of effective relationships with professional athletic programs, administration, and support with administration measure of intercollegiate sport competition and regulations, tribal communities, and other stakeholders.

Furthermore, (b) (6) stated, I do not know if a quality review of ratings was completed before certs were issued. As of today, I went ahead and did a quick review and I concur with the initial rating. Applicant does not meet the specialized experience as defined in the vacancy announcement. Specifically, the applicant's resume does not demonstrate experience in leadership of an athletic program that included the management and administration, training plans; athletic development and assessment; maintenance of effective relationships with professional athletic programs, administration, and support with administration measure of intercollegiate sport competition and regulations, tribal communities, and other stakeholders”.

(b) (6) was asked to conduct a review of the vacancy and she concluded that although additional applicants may have been qualified, they did not provide adequate supporting documentation and/or information in their resume or to support their experience. She informed the Board that the BIE Staffing specialists are not authorized to assume anything as the qualification determination must be based solely on the information provided. As it pertained to (b) (6) he failed to include the number of hours per week performing a specific job or specific duties and as such, the staffing specialist could not determine the cumulative amount of time and experience he had performed the duties that were necessary to qualify for the Athletic Director position (Exhibit 62 – Documentation from (b) (6) – RE: (b) (6)

Analysis

(b) (6) applied for the AD position, but the BIE staffing branch found (b) (6) unqualified for the (b) (6) position stating he did not document he had one year of specialized experience.

Per the JOA, the duties of the position include the following:

As an Athletic Director GS-1701-12, your typical work assignments may include the following under supervision:

- Provides appropriate training to employees to maintain and improve work performance.
- Responsible for establishing policies and procedures in accordance with Haskell Regulations and NAIA Plans.
- Oversees and documents all athletic budget allocations in accordance with regulation.
- Responsible for oversight and scheduling of athletic contests, logistics, safety, travel of each athletic team and respective coaching in accordance with NAIA and regulation.
- Supervises and evaluates all staff under the AD position.

The JOA further states, under the BASIC REQUIREMENTS section:

- Degree: that included or was supplemented by major study in education or in a subject-matter field appropriate to the position.
Or
- Combination of education and experience -- courses equivalent to a major in education, or in a subject-matter field appropriate to the position, plus appropriate experience or additional course work that provided knowledge comparable to that normally acquired through the successful completion of the 4-year course of study described above.

In addition to meeting the Basic Requirement, you must also meet the Minimum Qualifications requirements below for the GS-12:

- One (1) year of specialized experience equivalent to at least the GS-11 grade level.

“SPECIALIZED EXPERIENCE: Experience that equipped the applicant with the knowledge, skills, and abilities to successfully perform the duties of the position, and that is typically in or related to the work of the position to be filled. To be creditable, specialized experience must have been equivalent to at least the next lower grade level in the normal line of progression for the occupation in the organization”.

EXAMPLES OF SPECIALIZED EXPERIENCE:

- Responsible for leadership of an athletic program including the management and administration, training plans, recruitment, and retention of student athletes, resources;
- athletic development and assessment;
- maintenance of effective relationships with professional athletic programs, administration, and support with administration measure of intercollegiate sport competition and regulations, tribal communities, and other stakeholders

Based on the Boards review, and available information, (b) (6) May have had sufficient experience and education, but concurs with the Acting Human Resources Officer that he failed to adequately document the amount of experience as there was no indication as to how much time he spent performing duties associated with the specialized experience. Had he included the amount of time he spent performing those duties that were related to the specialized experience, he more likely than not would have been found qualified.

The investigation confirmed Gonzales was not responsible for the hiring process for the (b) (6) position, nor was there evidence to substantiate she was responsible for eliminating or throwing out multiple applications for individuals who applied for the athletic director position.

Conclusions

- The hiring process used by Pfeiffer follows established procedures
- (b) (6) was appropriately excluded from the qualified applicant pool

Allegations #10, #11, and #16 have been combined with #4 and has been previously discussed.

Allegations #13 and #14 - Sexual Assaults

On July 13, 2022, (b) (6) alleged (b) (6) (b) (6), was involved in inappropriate touching of a female student athlete and looked at female athletes inappropriately. She also testified she was aware of several instances of sexual assaults on students by other students (Exhibit 32 – Testimony of (b) (6)).

(b) (6) described (b) (6) as a “(b) (6) like individual. She indicated she was familiar with (b) (6) rubbing backs. Yeah, it’s a pat and he rubs it sometimes, I don’t interpret that as sexual. Regarding seeing him rubbing male athletes. Yes” (Exhibit 54 – Testimony of (b) (6), pg.4). (b) (6) provided a visual demonstration in her testimony and used her open hand, palm facing forward, and made circular motions, and indicated, she experienced (b) (6) back rubbing and patting, however, she indicated she did not perceive this physical contact as sexual in nature but testified she could understand if other individuals might perceive his behavior as sexual misconduct.

(b) (6) said she was witness to (b) (6) rubbing the backs of male athletes, and when asked how the males would react, she said they held/kept their heads down. The only other physical contact (b) (6) testified to was what she described as the Graston technique, performed on her by Mayes, but "I did not see any sexual behavior ..."

(b) (6) testified, both her parents went to school here, I grew up here in Lawrence (Exhibit 54 – Testimony of (b) (6), pg.1). Testimony was not obtained to further substantiate (b) (6) previous relationship with (b) (6)

(b) (6) testified she was a (b) (6), (b) (6) (Exhibit 29 – Testimony of (b) (6), pg.1). She said, "when I first got to HINU, (b) (6) was known to give the girls the up and downs (looking at me up and down), and I thought it was weird. (b) (6) is known for that, and I told him multiple times, I didn't like being around him. We tried to run track and field, and we didn't like training for (b) (6), and I told (b) (6) he makes me uncomfortable" (Exhibit 29 – Testimony of (b) (6), pg.3). (b) (6) stated, (b) (6) verbally heard her state, he makes her feel uncomfortable, which caused him to ease up with his behavior when she was around him. She said, there are multiple girls who have had similar experience with (b) (6), he makes them uncomfortable. According to the old coaches, this is how it is, it is normal for (b) (6) to stare at girls.

(b) (6) said she also experienced (b) (6) back rubs, which was the same way (b) (6) described. She said, "one time, (b) (6) said, hi (b) (6), and rubbed the middle of my back in a circular motion, I felt this was weird. If he was my father, it would be ok, but it was weird and it made me uncomfortable. The touching occurred before I told him he creeped me out. No other faculty members make me feel uncomfortable. (b) (6) testified to additional information pertaining to her interactions with (b) (6). She said (b) (6) he's kind of like a (b) (6) (Exhibit 32 – Testimony of (b) (6), pg. 6) and would talk to athletes and would touch their center lower back and rubbed it in a circular motion (Exhibit 32 – Testimony of (b) (6), pg.8). (b) (6) testified, "when the back rub incident occurred, (b) (6), took his hand and would rub our backs, something kind of what a grandparent would do. I thought it was weird because he's not my grandparent or my family. I'm not comfortable with him and I've never had a coach touch my shoulder before. I thought it was odd but brushed it off because I didn't know what to think" (Exhibit 32 – Testimony of (b) (6), pg.8). (b) (6) stated, "I am not sure this is normal behavior; I was trying to figure that out. One of my past teammates, (b) (6), is very uncomfortable with (b) (6). There is some sort of harassment situation involving (b) (6).

Mayes testified he witnessed (b) (6) wearing a dress at a basketball banquet and (b) (6) feeling up and down (b) (6) back. Mayes stated it was crossed the line of professional boundaries (Exhibit 26 - Testimony of Clay Mayes, pg. 8).

In addition, (b) (6) further testified, she would "at times, I would catch (b) (6) looking at the female runners inappropriately or checking us out; it weirded us out. For example, at the Sports banquet I was in a dress, and I caught him looking at me up and down"

(Exhibit 32 – Testimony of (b) (6), pg. 8). The actions (b) (6) described were like what (b) (6) described. More specifically, (b) (6) stated, when (b) (6) looked at me, he took a moment to pause, and he slowly scanned me up and down my body. It wasn't a normal glance, it felt like he was slowly looking up and down at me" (Exhibit 32 – Testimony of (b) (6), pg. 9). (b) (6) testified, "I tried to rationalize (b) (6) touching, but I just found it odd. When (b) (6) rubbed my back, there weren't many people around, when it happened to (b) (6) r, I'm not sure if others were around". (b) (6) stated, "I was trying to brush it off because a lot of students really like him. I've never had that happen with my previous male coaches, the feeling of being uncomfortable, even in my practice clothes".

On July 13, 2022, (b) (6) testified, "I never witnessed anything egregious, but (b) (6) was pretty hands on. He was pretty hands on even with the guys. He would rub your shoulders and your back. He did this to me, and it was a little uncomfortable but because I'm a guy I never thought too much about it (Exhibit 55 – Testimony of (b) (6), pg. 2). (b) (6) stated, "I had just got back from a run, and I didn't have a shirt on when he came up and did a back or shoulder rub. I can't count the number of times he rubbed me. (b) (6) would come up to you and put his hand on your back. I would just move away" (Exhibit 55 – Testimony of (b) (6) pg. 2-3).

(b) (6) indicated, he was a victim to (b) (6) back and shoulder rub and testified, I had just got back from a run, and I didn't have a shirt on when he came up and did a back or shoulder rub. I can't count the number of times he rubbed me. (b) (6) would come up to you and put his hand on your back. I would just move away. I mentioned this to my teammates once or twice kind of as a joke and mocked (b) (6) voice. Everyone knew exactly what the joke was because it's weird when a grown man is rubbing on another grown man's shoulders (Exhibit 55 – Testimony of (b) (6), pg. 2-3). (b) (6) further testified, "it made me uncomfortable, and I would just get up and walk away. The girls would give a nervous laugh" (Exhibit 55 – Testimony of (b) (6) (b) (6), pg. 3).

(b) (6) testified she hadn't seen (b) (6) until after cross-country ended. She said, I wanted to talk to him about joining the (b) (6). My friend, (b) (6) and I saw (b) (6) at a volleyball or basketball game. (b) (6) found a seat near him, and I sat near her. (b) (6) turned around and was talking to (b) (6) and he kind of looked at me different, like with the eyes (Exhibit 28 – Testimony of (b) (6) (b) (6). This was before the November 2021 incident. After the incident happened, I think back and wonder if the way he looked at me then was when something changed with him.

After the incident, I stopped going to Coffin Complex because that's mainly where I'd see (b) (6). When I started practicing for cross-county, I was in Coffin a lot. So, I finally did see (b) (6) and it shook me at first. He was just passing by. When Coffin wasn't available due to graduation, I had to go to Thorpe. I had to sign in and he was on the other side of the room. He walked over to the side of the room, and I was the only

person right there. I had my earphones on, so I figured he was talking to me. I heard him saying, "How are you?" and "How are things going?". I just gave him a thumbs up and went upstairs to finish my workout. I've seen him other places but with him being there I feel that I have to watch my back or be cautious because I didn't want to feel looked at in a certain way (Exhibit 28 – Testimony of (b) (6)).

The student complaints submitted to the AIB for investigation included a screen shot of a text message sent by (b) (6). (b) (6) texted,

"Haskell has an issue with handling harassment, assault, and rape cases. Talking to other victims we all realize the school doesn't hold them accountable. One victim has to stay in the same dorm building her incident happened and the perpetrator is allowed to stay for summer school in the same building. A girl raped 3 people and wasn't kicked off campus or out of the dorms for that but instead for getting too drunk. My rapist would be allowed to attend school and move in the dorms/participate fully as a student and they would make time slots of when both of us could go to certain areas on campus. That would be punishing the victim who wants to do good and allow bad people to continue to go here(.)" (Exhibit 1 – Student Complaints, pg. 17-18).

The AIB interviewed (b) (6), and (b) (6) and (b) (6), two of the three people (b) (6) alleged were raped by the (b) (6). (b) (6) was not interviewed, and no longer attends HINU. The third person (b) (6) was identified as (b) (6). (b) (6) was not interviewed as the Board could not get in contact with her. (b) (6), identified as (b) (6), was not interviewed and the AIB could not confirm his enrollment status. The investigation revealed the following:

(b) (6)

(b) (6) testified she was raped on April 26, 2022, (b) (6) (Exhibit 32 – Testimony of (b) (6), pg. 1). She stated that on the date of the alleged incident, (b) (6) contacted her via text message suggesting she spend the night at his residence and said he would pick up (b) (6) from her (b) (6). She said she agreed to go to his residence.

Upon arrival at (b) (6) residence, (b) (6) stated he led her to his bedroom located in the basement. She described the basement as having blacked out windows, and a large bed located in the corner of the room. (b) (6) said she had originally agreed to spend the night with the understanding she was to sleep on his couch. However, she stated, she did not argue with him, and agreed because she was afraid and alone, in an unfamiliar location, and his roommates were all males. (b) (6) allegedly told her she could sleep on his bed, and (b) (6) agreed, with the condition he sleep on the opposite side of the bed. (b) (6) testified she fell asleep and woke up to him laying close to her

and touching her body, her hair, back and buttocks; she got up and walked upstairs to use the bathroom and when she returned, the friend started “molesting” her. He allegedly started smoking a wax pen, which (b) (6) referred to as “weed”.

(b) (6) testified she does not smoke or drink, but (b) (6) forced her to take hits from the wax pen. (b) (6) stated she was scared, and being an indigenous woman, she could go missing. She said she did more than 20 hits from the wax pen and started coming in-and-out of reality and seeing strange things. (b) (6) said at one point she realized her friend was “inside her” and said she could not get away. She said she continued to go in-and-out of consciousness. (b) (6) testified he began to masturbate in front of her and told her he had a box of condoms to use on her. (b) (6) said she finally snapped out of it and realized she was being raped. Later that morning, the friend drove her back to her dorm. She said her roommate noticed she was “not all there”, and that is when she started suffering from post-traumatic stress disorder (PTSD).

(b) (6) testified she reported the incident to (b) (6) on May 14, 2022. She stated (b) (6) created a file regarding the alleged rape and suggested counseling options. She said (b) (6) also recommended (b) (6) report the incident to law enforcement. (b) (6) said (b) (6) initiated a no-contact order to prevent the perpetrator from having direct contact with her.

(b) (6) said she also confided in Clay Mayes (Mayes) about the rape during a team building event and barbeque at his home, where she said she suffered panic attacks, in the bathroom and on the patio (Exhibit 32 – Testimony of (b) (6)). (b) (6) stated people knew she was suffering from PTSD.

At the time of her testimony (July 12, 2022), (b) (6) had not reported the incident to any law enforcement agency but stated she intended on doing so. (b) (6) also testified she had not reported the assault to police as she was not prepared (emotionally) to stand trial (Exhibit 32 – Testimony of (b) (6), pg. 3).

Mayes testified he was not aware of any unusual episodes at his home when he had a barbeque for the student athletes (Exhibit 26 – Testimony of Clay Mayes, pg. 10). Mayes also testified (b) (6) informed him of the alleged rape and in response he reported it to the Lawrence Police Department and the FBI (Id. pg. 9).

(b) (6) testified she never met (b) (6) who allegedly sexually assaulted (b) (6), nor did she know his name (Exhibit 39 – Testimony of (b) (6) pg. 1). (b) (6) confirmed (b) (6) behavior changed and she no longer showed up to practices or social events.

(b) (6) testified (b) (6) approached her about the alleged rape on Monday, May 16, 2022 (Exhibit 33 – Testimony of (b) (6) pg. 3). (b) (6) stated if it had been reported within 24 – 48 hours of when it happened, she would have encouraged (b) (6) to go to the hospital to get a Sexual Assault Nurse Examination (SANE) kit

done. (b) (6) testified she listened as (b) (6) recalled what happened and she tried to be supportive. She said (b) (6) had not filed a police report. (b) (6) stated (b) (6) talked about her feelings of being raped and the pain she had been through. (b) (6) said (b) (6) also talked about how (b) (6)

(b) (6) stated, "With a situation like this, we mitigate the risk because a police report was not filed." She said the perpetrator's housing privileges would have been suspended for the fall semester, but he was not in housing, and he lived off campus and was not enrolled at the time. (b) (6) said she sent him a letter that a complaint was made, and he needed to see her, even though he was not "technically a student or anything." She said the incident report and no contact order were sent to him and (b) (6) for (b) (6) protection (Exhibit 33 – Testimony of (b) (6), pg. 4). (b) (6) further testified the incident was reported to her supervisor and the (b) (6) Team.

(b) (6) said victim's assistance is offered for students who may be having trouble or falling back in their grades and this what the Clery Team will monitor. (b) (6) also stated the Clery Team does a lot at orientation to explain what is considered rape, sexual assault, and sexual harassment. She said the first thing students get when they come on campus are the HINU Code of Conduct and lists of policies and procedures, resources, and where to go if they need help (Id). (b) (6) stated, HINU falls under the Executive Order (EO) 13160, however the HINU Code of Conduct and the spirit of Title IX are also followed (Exhibit 33 – Testimony of (b) (6), pg. 1). She said the Code of Conduct has everything listed from 25 CFR 42 – Student Rights and Due Process Procedures. (b) (6) said every single action or incident was followed in accordance with the policies and procedures. She further stated the new regulations regarding Title IX and EO 13160 that came with the Trump administration do not allow HINU to contact police anymore and it is only victim that can contact them (Id). A few days after (b) (6) interview, she forwarded the AIB an email with a text message she received from (b) (6) on July 15, 2022 (Exhibit 102 – (b) (6) text – Pell Grant). In the text, (b) (6)

Tonia Salvini (Salvini) testified her office oversees the Dean of Students Office, who is directly responsible for allegations involving sexual misconduct. She stated, "If a sexual assault occurs, I'm provided with updates and any problems or implications with the case. However, this is primarily handled by the Dean of Students Office and the Student Rights and Conduct Office. While we don't have Title IX, we have Executive Order (EO) 13160. For consistency we use the Title IX protocols in sexual assault cases." (Exhibit 89 – Testimony of Tonia Salvini, pg. 2).

Tamarah Pfeiffer (Pfeiffer) testified she was not aware of any student allegations of sexual assault (Exhibit 90 – Testimony of Tamarah Pfeiffer, pg. 3). Pfeiffer’s detail ended on May 4, 2022 (Id. pg. 1).

(b) (6) stated she learned about (b) (6) allegations around May 2022 when she became (b) (6). She stated she received a screenshot of (b) (6) text message alleging (b) (6). (b) (6) said she reached out to Salvini to inquire whether the (b) (6) was reported. (b) (6) stated Salvini replied there had not been any rapes reported (Exhibit 23 - Testimony of (b) (6), pg. 4). In addition, (b) (6) testified she had concerns about student services being compliant with the reporting requirements for student assaults. She said she hired a contractor to review the program, (b) (6), to conduct a review of HINU’s sexual misconduct, harassment; dating/domestic violence; and stalking cases. She said a final report was submitted on September 11, 2022 (Exhibit 7 – (b) (6) – Haskell Final Report).

(b) (6)

(b) (6) testified his sexual assault occurred on April 11, 2022, during the early morning hours at (b) (6) off-campus apartment (Exhibit 35 – Testimony of (b) (6), pg. 1). At the time of the incident, (b) (6), and testified (b) (6) was at his apartment and “sexually assaulted” him. (b) (6) said he was not a willing participant. He said he did not remember what exactly happened, because alcohol was a factor, but he remembers coming too and seeing (b) (6). (b) (6) stated that (b) (6) told him the next morning to purchase (b) (6) (Exhibit 35 – Testimony of (b) (6) pg. 2).

(b) (6) testified he contacted (b) (6) and reported the incident to (b) (6) (b) (6) on April 21, 2022 (Exhibit 35 – Testimony of (b) (6) pg. 1). (b) (6) stated (b) (6) said the incident would be reported to HINU and the police would be contacted, but he stated his incident was never reported. (b) (6) stated he had to report his incident a second time which occurred on April 26, 2022, because “nothing had been done up until that point.” He said it was on this day that (b) (6) filed the Title IX no contact order and called the police who went to HINU to take the report (Exhibit 35 – Testimony of (b) (6), pg. 2). (b) (6) also stated, he wanted (b) (6) help in obtaining counseling services (Exhibit 35 – Testimony of (b) (6) pg. 3). He said (b) (6) went with him to (b) (6) (b) (6). (b) (6) stated, that after the initial intake at (b) (6) he was told there was a two-month waiting period to obtain services and he never heard back from them. He further stated, after his initial contact with (b) (6) and (b) (6) he never received counseling services nor did anyone from HINU ever follow-up with him to see if he was okay, or to verify he was receiving services.

(b) (6) testified that (b) (6) met with him on Thursday, April 21, 2022, and filled out an incident report (Exhibit 91 - Testimony of (b) (6), pg. 2). (b) (6) stated, (b) (6)

said he had been heavily intoxicated and believed he may have been sexually assaulted by (b) (6). (b) (6) said, (b) (6) stated, he and (b) (6) were partying together, and he remembered her being the last person he was with and when he woke up, he (b) (6) testified that Lawrence Police Department was not called about (b) (6) assault, and he mainly dealt with (b) (6) (b) (6) and referred him to (b) (6). (b) (6) stated, (b) (6) contacted him on May 4, 2022, and they met at (b) (6) that day. (b) (6) also testified that he has spoken briefly at different times with (b) (6) since he moved back to the dorms but did not recall the conversations.

(b) (6) testified that (b) (6) was placed on emergency suspension from the dormitory on (b) (6) due to a separate incident report. He mentioned the suspension was based on security and statements from (b) (6). (b) (6) also said (b) (6) was issued a no contact order for incidents involving (b) (6) and (b) (6) but (b) (6) planned to plea the decision to (b) (6).

(b) (6) stated, (b) (6) and if a no contact order is to be issued that would be (b) (6) responsibility (Exhibit 91 - Testimony of (b) (6) (b) (6) pg. 1-2). He also said (b) (6) through Haskell Indian Health Service or (b) (6), which is readily available (Exhibit 91 - Testimony of (b) (6) pg. 2). (b) (6) said when a student contacts him, he will accompany them to (b) (6) as HINU's representative to complete billing and referral forms. He stated that a short intake with the student is conducted but he does not sit in on this due to the sensitive issues discussed and student privacy concerns.

(b) (6) -

(b) (6) (b) (6) testified her alleged sexual assault occurred between the night of April 3, 2022, and the morning of April 4, 2022 (Exhibit 37 – Testimony of (b) (6) (b) (6), pg. 1). She stated, she and (b) (6) went dancing at a local restaurant and consumed alcoholic beverages in the parking lot. At approximately 1:30 a.m., (b) (6) stated they left the restaurant and went to an afterparty at the “Reserves” where (b) (6) insisted (b) (6) consume more “shots” of alcohol. (b) (6) initially rejected the additional shots but gave in and drank them anyway. (b) (6) stated, she remembered being in the vehicle with (b) (6) and another acquaintance (b) (6) who appeared to be getting tired. (b) (6) testified they took (b) (6) back to the dorms and made sure she went in. (b) (6) recalled turning on the music and thought she passed out. (b) (6) stated she could not remember anything after that but firmly believed that was when (b) (6) assaulted her.

(b) (6) testified that when she woke up the next morning, she felt horrible, but she popped out of bed. She stated this was a red flag for her because it was unusual for her to do that. She stated she thought something was weird and it seemed like she was in “flight or fight mode”. Cooke said when she went to the restroom “it hurt to pee”. She said, later that day at approximately 5 p.m. she changed her clothes from the night before and saw she had lipstick marks from the lipstick she wore the day before on her

breasts and bruising on her left forearm. (b) (6) stated when she confronted (b) (6) (b) (6) made it seem like she was just as drunk and did not know who did it.

(b) (6) said she confided in (b) (6) that she did not know what happened the day before. She stated she could really trust (b) (6) and opened-up to her.

(b) (6) testified that she could not figure out who assaulted her, but (b) (6) told her about his incident with (b) (6). (b) (6) stated they realized it was (b) (6) who had assaulted (b) (6) because (b) (6). (b) (6) stated (b) (6) denied the allegations very quickly.

(b) (6) said she reported the assault to (b) (6) and (b) (6) both College Resident Assistants, on April 14, 2022. Lanham recommended the incident be reported to (b) (6). (b) (6) testified (b) (6) appeared to be caring and understanding and printed out the Title IX process and stated she would issue a no-contact order to (b) (6). (b) (6) stated, (b) (6) explained that an internal investigation would be conducted by the committee to determine if (b) (6) would be a threat on campus. (b) (6) testified that on Monday, April 18, 2022, the no-contact order was issued to her, but indicated she was not sure when (b) (6) was issued a copy of the order. (b) (6) stated, she encouraged (b) (6), to speak up about being assaulted by (b) (6) because she believed they “shouldn't have to deal with having a predator like (b) (6) on campus.”. She stated she encouraged (b) (6) to report (b) (6) because he was partially conscious when he was assaulted, and he knew it was (b) (6). (b) (6) said she felt like no one would believe her because she did not see anything.

(b) (6) said when they met with (b) (6) brought in the police and she, (b) (6) and (b) (6) reported their assaults, which were all combined into one report. (b) (6) said no one walked them through the police report process or told them their accounts would be combined into one case. (b) (6) further testified that it appeared the police were not taking them seriously. She stated they learned (b) (6) had filed a police report alleging she was sexually assaulted. (b) (6) said the police indicated it was a “he said, she said” situation. She stated at that point they felt discouraged they were not being taken seriously.

(b) (6) testified that (b) (6) was removed from campus about two weeks after the assaults were reported. She further testified that (b) (6) was not removed because of the assaults but for an alcohol incident. (b) (6) stated dorm staff found (b) (6) passed out and unconscious in the dorm parking lot.

(b) (6) stated she did not agree with the overall committee investigative process when dealing with three students who were allegedly assaulted by the same person. She said, “It made no sense to me that they had to do that, and it was their priority. I couldn't understand why they just didn't take our word. At that point they had photographic evidence.”.

(b) (6) also testified that HINU does not provide enough information regarding sexual assaults on campus and does not make victims aware of how to report such incidents. She suggested that HINU should open an office for sexual assault victims and provide support services. She also stated that students need a place to go to get sanitary products and condoms. (b) (6) said, “Students on campus are sexually active.”.

(b) (6) testified, HINU failed to address her concerns, and said she entrusted HINU with ensuring her safety and should have addressed the assaults immediately when they were reported. She said she felt (b) (6) could have been relocated from the dorm for safety and security reasons. (b) (6) indicated, HINU had an obligation to notify the police department or ask the victims if they wanted the police notified. (b) (6) stated more involvement and better response from HINU would impact the overall dropout rate for female students.

Analysis

The HINU Student Handbook, Code of Student Conduct, Section VI. Campus Sexual Assault/Harassment and Title IX, outlines HINU’s policy and process for handling complaints of sexual harassment, which include sexual violence/assault (Exhibit 5 – HINU Student Handbook, Code of Student Conduct, pg. 47). HINU is required to adjudicate cases involving alleged violations of the sexual misconduct policy. Students who wish to report sexual harassment are instructed to file a complaint with the Title IX Coordinator.

According to HINU’s Title IX process, the complaint should include sufficient information so HINU can investigate the complaint. Once filed, a copy of the “Explanation of Rights and Options After Filing a Complaint Under the Title IX: Non-Discrimination and Anti-Harassment Policy” is provided to the complainant. Complainants are encouraged to file a complaint with local law enforcement if the complaint of sexual harassment also constitutes a crime. HINU will assist the complainant in notifying law enforcement, if requested. The victim may also decline to notify the authorities and they are not required to do so as a prerequisite for filing a Title IX complaint. Once a complaint is made, the complainant is advised of their options, including contacting parents/relatives, seeking legal advice, seeking personal counseling, pursuing legal action, pursuing disciplinary action, or requesting no further action be taken.

The Title IX process also includes steps for protecting the complainant pending the outcome of the investigation. These steps include, assisting the complainant to change academic, transportation, work or living situations. Regarding investigating the complaint, the Title IX Coordinator is responsible for the investigation and any recommendations for adjudication are referred to the Title IX team. If a complaint of sexual harassment is substantiated, HINU will take appropriate corrective action.

(b) (6) sexual harassment analysis:

The Board reviewed all the information available to determine if (b) (6) inappropriately rubbed the backs of student athletes and or looked at female athletes in an inappropriate manner.

(b) (6), Mayes, and (b) (6) all testified they witnessed or experienced (b) (6) rubbing their backs or the backs of students. Everyone except (b) (6) thought the way (b) (6) rubbed their backs was “weird”.

(b) (6) testified, (b) (6) was pretty hands on...He did this to me, and it was a little uncomfortable...I can't count the number of times he rubbed me. (b) (6) would come up to you and put his hand on your back. I would just move away”. Others that testified made comments such as:

“I told him (b) (6) he creeped me out”. “I am not sure this is normal behavior; I was trying to figure that out”. “It's weird when a grown man is rubbing on another grown man's shoulders”.

Mayes stated, when he witnessed (b) (6) rubbing (b) (6) back, “it crossed the line of professional boundaries” (Exhibit 26 – Testimony of Clay Mayes). Even (b) (6) stated, she could understand if other individuals might perceive his behavior as sexual misconduct (Exhibit 54 – Testimony of (b) (6)). In addition, (b) (6) said, “when I first got to HINU, (b) (6) was known to give the girls the up and downs. He looked at me up and down, and I thought it was weird. (b) (6) said, “at times, I would catch (b) (6) looking at the female runners inappropriately or checking us out; it weirded us out. More specifically, (b) (6) stated, when (b) (6) looked at me, he took a moment to pause, and he slowly scanned me up and down my body. It wasn't a normal glance, it felt like he was slowly looking up and down at me”. (b) (6) testified to a similar experience. She said, In the fall of 2021, I saw (b) (6) at a volleyball or basketball game. (b) (6) turned around and was talking to (b) (6) and he kind of looked at me different, like with the eyes. This was before the November 2021 incident. After the incident happened, I think back and wonder if the way he looked at me then was when something changed with him.

The Board believes (b) (6) behavior as it pertains to rubbing the backs and shoulders of student athletes is occurring, is unwanted and unwelcome, at least by most of the students interviewed. This unwelcome rubbing of the backs and shoulders of the students, coupled with the allegations of him looking at female students in the manner described is concerning, especially since at least one female student verbally informed him that he creeped her out and at least one male student said he moves away from him when he gets close. Although most people have a sense of awareness and can detect unwanted contact, or detect when someone is uncomfortable around them, (b) (6) may lack this awareness. The Board believes the allegations have merit as there are multiple students that have experienced the back rubbing and experience (b) (6) slowly looking up and down their body, as well as at least one witness.

Based upon the testimonies regarding the unwelcomed behavior and physical contact by (b) (6), these acts cannot be overlooked, intentional or not, because several witnesses said it made them uncomfortable. Several student athletes attested to (b) (6) public persona of being a (b) (6). Although (b) (6)' intent may be to come across as friendly and welcoming, clearly his behavior is unwelcomed by some.

HINU handling of sexual assaults analysis

(b) (6) alleged HINU has issues handling sexual assault cases and said HINU does not hold violators accountable. According to the testimony from the students (b) (6), (b) (6) and (b) (6) they reported their alleged sexual assaults to (b) (6), and filed complaints. The students received a copy of the "Explanation of Rights and Options After Filing a Complaint Under the Title IX: Non-Discrimination and Anti-Harassment Policy" in accordance with the Title IX process (Exhibit 31 – Title IX Complaint – (b) (6), exhibit 34 – Title IX Complaint – (b) (6), and Exhibit 36 – Title IX Complaint – (b) (6)). Also, in accordance with the process, a no contact order was issued as a measure to protect the students. (b) (6) also offered to assist the students with reaching out to local law enforcement, which (b) (6) and (b) (6) accepted. However, measures taken beyond these initial steps vary between (b) (6) complaint and the complaints filed by (b) (6) and (b) (6).

In (b) (6) case, (b) (6) issued a no contact order to the respondent (b) (6) (Exhibit 31 – Title IX Complaint – (b) (6)). (b) (6) also sent (b) (6) an "Incident Report Notification" advising him that: his housing privileges were suspended for the Fall 2022 semester, he should resolve the issue before the break, and a meeting would be held to discuss the incident report (Exhibit 31 – Title IX Complaint – (b) (6) (b) (6)). Whether (b) (6) contacted (b) (6) to discuss the complaint or if (b) (6) attempted to contact him is unknown. There is no documentation or information to substantiate (b) (6) completed the investigation and referred any recommendations for adjudication to the Clery Committee (Title IX Team), as required by the Title IX process. There is also no evidence to determine whether the complaint was substantiated, and if so, whether appropriate corrective action was taken. It appears once (b) (6) determined (b) (6) was "technically not a student" no further action was taken. If this was the case, it is reasonable to expect for this to be documented and for (b) (6) to be updated as to the outcome. The lack of documentation and information may have led to (b) (6) to believe (b) (6) would be allowed to live in the dorms and fully participate as a student if he returned.

In the cases involving (b) (6) and (b) (6), (b) (6) and (b) (6) testified that (b) (6) was issued a no contact order (Exhibit 37 – Testimony of (b) (6), pg. 2, and Exhibit 91 – Testimony of (b) (6), pg. 2). However, the no contact order was not included in the documentation provided to the AIB (Exhibit 34 – Title IX Complaint – (b) (6) and Exhibit 36 - Title IX Complaint – (b) (6)). Further, the documentation does not include any incident reports or notices of a meeting sent to

(b) (6) to discuss the incident reports, like the documents sent to (b) (6) in (b) (6) case.

There is no information or documentation that (b) (6) took any other steps to protect (b) (6) or (b) (6) pending the outcome of the investigation, like what she did in (b) (6) case by suspending (b) (6) housing privileges. However, (b) (6) testified (b) (6) did explain an internal investigation would be conducted to determine the threat (b) (6) posed on campus (Exhibit 37 – Testimony of (b) (6), pg. 2). According to (b) (6) testimony, (b) (6) remained in the dorm after (b) (6) reported her assault on (b) (6) (Testimony of (b) (6), pg. 2). (b) (6) testified (b) (6) was placed on emergency suspension on (b) (6), for an unrelated incident (Exhibit 91 – Testimony of (b) (6), pg. 2). There is no documentation about the internal investigation mentioned by (b) (6) or whether it was completed in the either (b) (6) or (b) (6) files (Exhibit 34 – Title IX Complaint – (b) (6) and Exhibit 36 – Title IX Complaint – (b) (6)).

There is also no evidence (b) (6) completed the investigation or made recommendations for adjudication to the Clery Committee Team regarding (b) (6) and (b) (6) complaints, or if their complaints were substantiated. If the process could not be completed due to (b) (6) suspension, it would have been beneficial to document this in the files. It appears that once (b) (6) was removed for the unrelated incident report, (b) (6) took no further action in either of the complaints. In another unrelated incident described by (b) (6), the police were called to an allegation of sexual assault that occurred in the dorms, because a female student was distraught and reported to the dorm manager. This statement raised more concerns about inconsistencies in applying the regulations, as (b) (6) stated they don't call police as it is the student's responsibility to report sexual abuse.

The lack of documentation and information suggests HINU did not thoroughly investigate the incidents in accordance with the Title IX process and tends to support student allegations that Haskell "has issues" with handling sexual assault cases and holding violators accountable. Additionally, based upon the testimony provided regarding the sexual assault allegations, the students believed that little to no follow-up occurred from anyone at HINU to check on their overall well-being. In fact, (b) (6) testified he was referred for counseling services but was informed that the soonest he could get an appointment was two months from the date of referral (Exhibit 35 – Testimony of (b) (6), pg. 3). (b) (6) testified that he did not conduct a follow-up with (b) (6). It is unclear whether HINU was aware of this issue but a follow-up by staff may have helped address this concern. The AIB understands that these students are young adults and HINU staff are mindful of protecting student privacy and confidentiality. However, given the allegations that HINU has issues handling sexual assault cases, it appears that students believe HINU could do more. The Board agrees that there appears to be minimal efforts with following through with these type complaints.

Furthermore, it appears that HINU management/leadership is not informed of sexual assault allegations. Salvini testified her office oversees the Dean of Students Office, which is directly responsible for allegations involving sexual misconduct (Exhibit 89 – Testimony of Tonia Salvini, pg. 2). She stated when a sexual assault occurs, she receives updates. Pfeiffer stated she was not aware of any student sexual assault allegations (Exhibit 90 – Testimony of Tamarah Pfeiffer, pg. 3). There is no evidence the information reported by (b) (6) and (b) (6) to (b) (6) prior to Pfeiffer’s detail ending on May 4, 2022, was ever elevated. (b) (6) stated she became aware of (b) (6) allegations after she became interim President, however when she reached out to Salvini, Salvini told her no rapes had been reported (Exhibit 23 - Testimony of (b) (6), pg. 4). Thus, there appears to be a lack of oversight of the Dean of Students Office by HINU management or there is no communication to leadership by the Dean of Students, or both. The sexual assault allegations are serious in nature and based on the student testimonies have had a significant impact on their personal and emotional well-being and their overall collegiate experience.

Conclusion:

- (b) (6) engages in the rubbing the backs or shoulders of student athletes that are unwelcomed by some male and female students.
- HINU leadership was not made aware of the student sexual assault allegations by the Dean of Students Office.
- HINU’s Title IX sexual assault policy and processes are not followed or applied consistently.
- HINU staff appear to take minimum actions when students make allegations of sexual assault.
- HINU procedures regarding sexual assault are insufficient and places the overall health and safety of the students at risk.
- HINU does not follow-up with victims to check on their well-being after a sexual assault has occurred.
- HINU does not ensure students get the care and treatment they need when a referral is made, and services are not immediately available.

Allegations #15 was combined with allegation #3 and has been previously discussed.

Allegation #16 is combined with #4 and has been previously discussed.

Other Issues Investigated include allegations of favoritism by Coach Mayes

The AIB investigated allegations received from HINU students alleging some Coach Mayes was exhibiting “Favoritism” toward other students (Exhibit 103 - Student Complaints).

(b) (6)) a (b) (6), testified that Mayes was showing favoritism toward other runners. (b) (6) indicated, the more tenured

student athletes who were coached by (b) (6), in previous years, felt like Mayes focused primarily on the new in-coming and transfer cross-country runners, than those who previously ran for (b) (6). She stated many of the in-coming and transfer runners, allegedly had a previous coaching relationship with Mayes. (b) (6) was allegedly told by unknown persons, that Mayes had his favorites (Exhibit 54- Testimony (b) (6), pg. 2). (b) (6) testified that the runners who Mayes recruited or who followed him to HINU were good runners and all seemed to develop a positive relationship with Mayes (Exhibit 54- Testimony (b) (6) pgs. 2-3). (b) (6) described Mayes's coaching method as more "regiment" oriented and stated Mayes did not want to build relationships with the runners he did not recruit.

(b) (6) testified that during the Covid pandemic she gained weight and gestured during her interview to her body weight (Exhibit 54- Testimony (b) (6), pg. 4). She said she took responsibility for gaining weight and failing to progress as a cross-country runner. (b) (6) stated Mayes had specialized workouts for each runner which were tailored to their individual athleticism. She said the athletes who were more physically capable of running longer distances were given six miles to run versus, (b) (6) who was given three miles to run at a time. (b) (6) allegedly felt discriminated against, which further contributed to the allegations against Mayes. She felt Mayes was not "pushing her" athletically like she felt she needed.

(b) (6) testified, although her personal times were improving, she was not performing to her optimum and her times at competitive meets were getting slower, resulting in her motivation going down (Id). She acknowledged that Mayes had good runners and he recruited good runners to HINU.

Mayes testified his contract included things such as attaining national results, keeping an awareness of academic standards, and helping students with academic standards (Exhibit 26 - Testimony of Clay Mayes, p. 4). He said when he started at HINU, he brought in several new student-athletes that were accepted (Exhibit 26 - Testimony of Clay Mayes, pg. 3). He stated he only had two competing return runners who ran in high school. He said the other returners were just students who were recruited to run by (b) (6), (b) (6), and (b) (6) after they began at HINU. Mayes also testified he was stressed because most of the returners would not go to morning practices for weeks on end. He identified the returners as (b) (6), (b) (6), (b) (6), (b) (6), and (b) (6). Mayes testified since there was a focus on retention, he could not tell an athlete they were off the team for not showing up to practice (Exhibit 26 - Testimony of Clay Mayes, pg. 4).

Mayes described himself as being strict about no alcohol and no smoking (Exhibit 26 - Testimony of Clay Mayes, pg. 9). He stated at his previous colleges, he had his own protocols and responses that needed to be met before a student athlete who violated the rules could rejoin the team. Mayes testified that (b) (6), (b) (6), and (b) (6) committed violations of drinking in the dorms, that included erratic behavior in the dorm lobby while intoxicated (Exhibit 26 - Testimony of Clay Mayes, pg. 3-4). He said this was reported by the Resident Assistants to (b) (6) (Exhibit 26 - Testimony of Clay

Mayes, pg. 4). Mayes also stated (b) (6) took no action on his reports with these students but did with others who committed violations. He further stated that for multiple years, (b) (6), (b) (6), and (b) (6) never acted on or made reports about known incidents of drinking violations going on with the team. Mayes said (b) (6) cited this “as one reason the returnees were not ideal to coach or work with since there was no prior accountability.”

(b) (6) testified he gives everybody an opportunity to give it a shot (Exhibit 58 – Testimony of (b) (6), pg. 3). He said, “It’s a vision to get the athletes to go to nationals and run well, but we’re also looking at life after running.” (b) (6) stated he talks to student athletes about drug testing, their behavior, and how long drugs stay in their system. He also talked to them about representing HINU and their families. He said the goal is retention because the team will be better if they have experience. (b) (6) said if the focus is only on winning and the students do not make the grades, they lose them. He stated, “As for the athletes, if they are not competitive in the classroom, then they are not competitive in the field. They have to be committed to doing well academically and then that translates into the field.”

During (b) (6) testimony, he stated, “[Mayes] had everything we were looking for to move our program back onto a national level.” (Exhibit 41 – Testimony of (b) (6), pg. 1). He said Mayes had a set of expectations and rules for the athletes and their performance, which he felt was common sense (Exhibit 41 – Testimony of (b) (6), pg. 2). He stated he would have been stricter with the athletes as he felt many of them were too slow and not college runners; the kids making the allegations against Mayes were the ones coming in last at the meets. (b) (6) stated, “these kids came from the (b) (6) camp”. (b) (6) stated he didn’t see anything but good and positive from Mayes.

(b) (6) recalled a Saturday practice in early October 2021 where he saw the three students, (b) (6), (b) (6) and another girl crying in Coffin Complex (Exhibit 66 - Testimony of (b) (6), pg. 2). (b) (6) stated the girls began telling him about how Mayes was mean and talked down to them. (b) (6) advised them to speak to (b) (6) and Mayes, but they said they could not because (b) (6) was his friend. (b) (6) testified that when he notified (b) (6) and Mayes about the situation, they said there were some issues with those three.

(b) (6) further testified that months later, when (b) (6) became (b) (6) two of the girls, (b) (6) and (b) (6) were running things, such as the Champions of Character events. He stated it was the same people over and over, which bothered him because he had athletes that were capable of doing good things as well. (b) (6) said during a department meeting he asked why they have the same athletes run everything. He testified that he did not know if it is favoritism, but (b) (6), (b) (6), (b) (6), and (b) (6) pick the students who show weakness or need. For example, he said there should have been a vote for the Student Athlete Council (SAC), but he felt they (b) (6) and the others) just handpicked the students to implement and share their ideas. Strom stated “It’s more about control. I feel like they were being manipulated. It’s a student athletic council and it should be student led.”

(b) (6) student athlete, testified she did not click with a certain group of girls, including (b) (6) and (b) (6). She stated they claimed she was Mayes's favorite and they bullied her. She believed they did not like Mayes's rules, which included no drinking. She testified, "that's what really got them, because they were always going out (partying)." (Exhibit 29 – Testimony of (b) (6), pg. 1). (b) (6) also stated, "The cross-country girls were used to being coached by (b) (6) and (b) (6), and because they weren't allowed to be laid back, it was a problem. (b) (6) would let them do whatever they wanted to, and I don't think they liked the new coaching environment and expectations Mayes brought." (Exhibit 29 – Testimony of (b) (6) p. 3). She said when Mayes held 7 a.m. practices "the athletes would complain about the practice because they had just come in from a night out."

(b) (6) student athlete, testified that (b) (6), (b) (6), and (b) (6) made her feel like she was not acknowledged, and she knew other runners who run for (b) (6) that felt the same way (Exhibit 39 – Testimony of (b) (6), pg. 3). She stated, "There appears to be an alliance, you're either with Mayes or (b) (6). Those individuals who were with (b) (6) they would try to get you to say negative things about Mayes and would try to record conversations." (b) (6) also testified that Mayes invited the entire team to attend team meetings at his house, but not everyone would come. She stated she never saw Mayes treat any of his athletes differently.

(b) (6) student athlete, testified that she believed there was hostility between her and (b) (6) as (b) (6) would treat her differently (Exhibit 32 – Testimony of (b) (6), pg. 4). (b) (6) stated she was originally signed and committed to running for HINU's track team but the head coach, (b) (6) was not communicating with her.

A separate investigation conducted by the U.S. Postal Service on behalf of the BIE, investigated student allegations that Mayes "[m]akes it obvious who are his favorites, the favorites know they are his favorites" (Exhibit 8 – Investigative Report - DOI-22-HCI-033-BIA, pgs. 14-17). Examples of Mayes's favoritism included allegations that he gave one student a sweatshirt the rest of the team did not get, and he would mostly post photos of his favorites. Some students alleged favoritism as it related to the gear issued. Other students testified they received the gear they were supposed to get and testified that all their teammates received the same items. Students also testified that Mayes paid more attention to those athletes that worked harder, which could have given a perception of favoritism. Other students did not believe Mayes treated anyone differently but held everyone to the same expectations regarding the team rules (Exhibit 8 – Investigative Report - DOI-22-HCI-033-BIA, pgs. 11 - 14). They felt that those who did not comply were the ones who complained about Mayes because they were being held accountable.

(b) (6) testified she is the (b) (6) and responsible for (b) (6) (Exhibit 16 - Testimony of (b) (6))

Mayes testified that he requested administrative rights to post pictures and articles for the cross-country team on the HINU website but was denied (Exhibit 26 – Testimony of Clay Mayes).

Analysis

According to (b) (6) testimony, when the cross-country coaching position was transitioned from (b) (6) to Mayes, the motivation behind the decision was to improve certain HINU athletic programs to national level competitiveness (Exhibit 41 - Testimony of (b) (6), pg. 2). Mayes had the qualities to help HINU meet that goal. Mayes recruited athletes for their running abilities but allowed former runners to remain on the team even though per (b) (6), they were not collegiate level athletes. Understandably, coaching styles can vary from coach to coach. Mayes's coaching style and the expectations he set were to attain national results and help students achieve academic standards (Exhibit 26 – Testimony of Clay Mayes, pg. 2). Mayes was also strict about no alcohol and no smoking and reported student athlete violations (Exhibit 26 – Testimony of Clay Mayes, pgs. 3-4, and 9). (b) (6), on the other hand, said he gave everyone an opportunity to give it a shot and his goals for the student athletes focused on retention and grades in hopes that success in the classroom would translate to success on the field (Exhibit 58 – Testimony of (b) (6), pg. 3). He also stated he talked to the student athletes about drug testing, its effects on their system, and representing the school and their families.

The AIB believes the transition from the (b) (6) to Mayes may have impacted some students and agrees with (b) (6) assessment (Exhibit 41 – Testimony of (b) (6) (b) (6), pg. 2). (b) (6) testimony and her voluntary admission of not being able to perform at an expected level like the other cross-country team members may have contributed to her perception that Mayes treated other athletes more favorably (Exhibit 54 – Testimony of (b) (6) pg. 4). It also supports (b) (6) assessment that some students were not able to compete at the collegiate level (Exhibit 41 – Testimony of (b) (6) pg. 2). Additionally, Mayes's rules about no alcohol and no smoking likely added to the perceptions that he favored those who complied with his rules than those who did not. Just as with any other college level sports team, coaches may need to address issues related to alcohol, drugs, and other violations to get the athletes to change their behavior. Mayes was no different, but it appears some students may not have liked being held accountable. Conversely, those students who were perceived to support Mayes alleged they received unfavorable treatment by the (b) (6) (Exhibit 32 – Testimony of (b) (6), pg. 3, Exhibit 29 – Testimony of (b) (6), pg. 4). (b) (6) stated that (b) (6) and others picked certain students, over others (Exhibit 66 - Testimony of (b) (6), pg. 2). In all, the allegations of favoritism appear to be subjective and dependent on whether there was an alliance to either Mayes or (b) (6).

The AIB believes HINU management and (b) (6), as (b) (6), should have addressed the student allegations early on. The better approach would have been to have (b) (6)

intervene and inform everyone, including the cross-country coach, Mayes, the track and field coach, (b) (6), and the student athletes that each coach has their own programs and expectations. (b) (6) could have informed the student athletes that they could choose to participate in any program, but they would have to follow that coach's rules and expectations. If this had happened, this part of the investigation could have been resolved. Instead, HINU management appeared to allow the students to dictate the course of action. Evidence revealed Mayes was not authorized to publish website pictures, content, etc. and that (b) (6)

In addition, as it relates to student allegations regarding Mayes showing favoritism based on the pictures posted on the HINU website, the Board finds he was not involved as (b) (6) was the administrator and chose pictures and content that would be posted.

Conclusion - Although the AIB does not believe favoritism existed under Mayes, it is not unreasonable for a coach to favor those that followed his expectations and those that put in the work to succeed.

(b) (6) Sexual Assault Allegation

(b) (6), student/athlete, testified that on November 13th or 18th, 2021, she was at a men's basketball game in Coffin Complex. She stated while she was standing in the concession line, she felt something brush against her buttocks. She stated when she turned around to see who it was, she saw (b) (6) passing by. She stated she believed he had touched her with the back of his hand on her buttocks. She testified (b) (6) did not turn around to acknowledge the incident, but rather he continued to walk away (Exhibit 28 – Testimony of (b) (6), pg. 1).

(b) (6) and (b) (6) testified (b) (6) was facing (b) (6) when (b) (6) allegedly walked behind (b) (6) and allegedly touched (b) (6) buttocks. (b) (6) said she did not witness anything inappropriate.

(b) (6) stated that shortly thereafter, she was walking up the bleachers to her mother when (b) (6), who was sitting on the bleachers, said, "Put a smile on that face, (b) (6)." She stated that at first when the touch happened, she did not believe it was intentional but after he made this comment, she then thought it was intentional. (b) (6) stated she gathered her belongings and left.

According to (b) (6) everything just went downhill after the incident with (b) (6). She stated she did not do her studies or practices and felt a change within herself around everyone. (b) (6) said she wanted to tell her family about what happened eventually, but it did not seem like the right time, and she was not in the right mindset. She stated that in December 2021 she was talking about her grades and other things with her parents. She said she decided to tell them about the (b) (6) incident and soon after that she wrote her statement.

(b) (6) said she talked to (b) (6) who encouraged her to send her statement to (b) (6) (Exhibit 28 – Testimony of (b) (6), pgs. 2-3). She stated he gave her the complaint procedure and said that (b) (6) was to keep his distance and not communicate with her. (b) (6) stated (b) (6) told her she could file a police report, but she did not think it was that the incident was that significant or whether she “could handle the big steps of reporting that” so she chose not to file a report (Exhibit 28 – Testimony of (b) (6) pg. 3). She stated it felt like she would get backlash with the (b) (6) names being out there. (b) (6) said, “It felt like more people would believe him being innocent more than a girl reporting it.” She further stated, she tried to go to the Indian Health Service Center to try to get counseling, but she only went there once (Id). (b) (6) said, after that she never kept up with it. (b) (6) stated someone had tried to reach her, but she did not call back. She further stated she was not in the right place emotionally and “it felt exhausting, like torture.” (b) (6) said she was trying to overcome the situation and did not feel okay speaking about it. She said, “there was a mix of anger and resentment.

(b) (6) testified she has known (b) (6) (b) (6). She said she was comfortable that (b) (6) and that he would be coaching cross-country and track (Exhibit 28 – Testimony of (b) (6) pg. 1). After the incident, (b) (6) testified, she initially went out of her way to avoid (b) (6), and for some time, did not attend any events at HINU. Eventually, (b) (6) stated she returned to campus events and on one occasion she went to exercise at Thorpe, where she encountered (b) (6). She said she did not respond to him when he spoke and kept her headphones on (Exhibit 28 – Testimony of (b) (6), pg. 2).

(b) (6) testified he became aware of the allegations on December 17 or 18, 2021 when Pfeiffer sent him an email. He stated Pfeiffer advised him of the student’s allegations and stated there was to be no contact with students (Exhibit 58 – Testimony of (b) (6) (b) (6), pg. 3). He said he understood the complaint was that he was in line at the concessions stand and the student in front of him said he touched her butt. (b) (6) testified at the time of the accusation, it was during COVID, and he was trying to keep his distance. He was ordering drinks and did not talk to many students while in line. (b) (6) recalled the lobby was packed but there was single line and estimated that he was about three feet from the person in front of him. (b) (6) testified there was an investigation and he spoke with a lady who was going to send him something to sign. He said he never received anything. He stated in the first part of May 2022 he received a letter from Pfeiffer that “it was dropped” and he returned to work.

Pfeiffer testified she was contacted by a parent on a Saturday regarding an incident at a basketball game involving an inappropriate touch (Exhibit 90 – Testimony of Tamarah Pfeiffer, pg. 3). She stated she contacted (b) (6) on the following Monday to relay what she knew and told him she needed to safeguard the staff member and place him on administrative leave. Pfeiffer said (b) (6) drafted a no contact order which she issued to (b) (6) and let him know he was not to be on campus. She stated that (b) (6) later informed her there was no substantive evidence to denote anything improper incurred and (b) (6) should be returned to work.

(b) (6) testified he was initially unaware of the situation but when he learned of the incident with his stepdaughter (b) (6) and (b) (6), specific details were not shared with him (Exhibit 92 – Testimony of (b) (6), pg. 1). However, he stated he noticed (b) (6) no longer wanted to return to campus or participate in activities or be around (b) (6). (b) (6) testified the allegations (b) (6) made against (b) (6) were hard to believe. He stated, “I asked (b) (6) to be very sure about what she was saying, but it made her feel that way and if it made her feel that way, I believe her.”

Analysis

The Board reviewed the original case, including allegations, evidence and the information provided by (b) (6) and others. The Board believes (b) (6) were in a concession line and that (b) (6) more likely than not walked behind her. In the process he may have inadvertently touched (b) (6) as he walked by. As stated, the Board's rationale for saying this was inadvertent is because (b) (6) said she believed (b) (6) may have touched her with the back of her hand as he walked by. (b) (6) was in front and facing (b) (6) at the time. She said she didn't witness anything unusual. (b) (6) testified he recalls going to the concession stand but does not recall talking with (b) (6) or touching her. In addition, there were no other witnesses. For these reasons, the Board does not believe (b) (6) would have purposely touched (b) (6) with (b) (6) facing his direction and, in a room, full of potential witnesses. The Board believes management made the correct determination when they rescinded the no contact order and returned (b) (6) to his coaching duties. Evidence does not support that (b) (6) acted in an inappropriate manner.

Conclusion – (b) (6) did not purposely touch (b) (6).

(b) (6) – Multiple Contracts

During (b) (6) testimony, she testified to having an established contract with HINU as the SID in the amount of 40-50 hours per week in the spring, and up to 60 hours or more, depending on what was occurring at HINU. The value of her SID contract is \$57,000.00 (Exhibit 95 – (b) (6) Resume and SOW). In addition, she is contracted through (b) (6) teaching between 6-12 credit hours, with a contract value of \$2,039.00 per credit hour which was predicated upon student enrollment (Exhibit 16 – Testimony of (b) (6), p. 1). Although she indicated her classes were “asynchronously” and were able to be scheduled into her SID schedule, the in-person classes were taught on Tuesdays and Thursdays (Exhibit 16 – Testimony of (b) (6), pg. 2).

In addition to her two other contracts, (b) (6) testified, during the 2022 Spring semester, she was recruited by (b) (6) to be the (b) (6) for a period of four (4) months, beginning in February 2022 to May 2022, and was paid via a stipend in the amount of \$10,000.00 directly to her PayPal account utilizing a HINU purchase

card. She stated, she spent 10-20 hours coaching per week, depending on if there were track meets. There is no evidence available showing (b) (6) to be qualified to coach track and field.

(b) (6) provided testimony regarding the BIE's contracting processes and procedures. He said when there are instances of multiple contacts they get "red-flagged" in the system and should be reviewed and caught at the COR level. The federal government "does not prohibit two (2) contracts", but the contractor cannot duplicate hours when contracts overlap each other and the contracts must align with normal working hours, such as 8 a.m. to 4 p.m., including holidays (Exhibit 15 – Testimony of (b) (6)(b) (6), pg. 2). Notification to the COR should be provided when leave is taken or when the contractor cannot provide services for a given period throughout the day, but the SOW drives the overall authority between the contractor and the federal government. He informed the AIB that when contracts are awarded, the contractor must be qualified to be awarded a contract and often have their qualifications tied to the position, such as degrees and certifications.

(b) (6) indicated the general workforce can be supplemented by contract support and are often done when there is shortage of employees. At HINU, the Adjunct contractors are contracted through a (b) (6), (b) (6), to fill vacant positions or to backfill positions when the primary Instructor cannot full fill their instructing hours. (b) (6) current contract with HINU is \$438,000.00, from August 2021 to August 2022, which equates to \$2,039.00 per credit hour. Accordingly, 98% of contractors are paid through the IPP.com system, whereby contractors are required to submit an invoice for services provided.

However, if a contractor is not paid through a contract and is paid via PayPal account, then the method of payment makes it difficult to track but can be flagged in the Micro purchase system due to individual requirements or split purchases.

During (b) (6) interview, she was unable to identify which purchase card was used to pay her \$10,000.00 stipend. However, she said the athletic department was known for using other persons/departments activity purchase cards, resulting in budget modifications made to cover the costs. Two credit card invoices dated June 19th and July 19th, 2022, received from Thorne, indicate (b) (6) "stipend" was paid from (b) (6), in four (4) equal payments of \$2500.00. This credit card account is assigned to (b) (6) (Exhibit 12 – Purchase Card Statements).

Gonzales testified, (b) (6) is contracted as the (b) (6) and she was contracted through (b) (6) as an instructor who instructs 9 credit hours per semester. Gonzales stated, (b) (6) title was brought to the attention of Pfeiffer, and HINU never acknowledged (b) (6) as the (b) (6), her contract states, "provides assistance". Pfeiffer allegedly had to "jump through hoops to have her not use that title", but her contract was renewed and the current SOW states, (b) (6) (b) (6)" (Exhibit 18 – Testimony of Mona Gonzales, pg. 4).

According to Gonzales, when the (b) (6) was filled with (b) (6), she and Pfeiffer encouraged (b) (6) to put an announcement on campus to give others the opportunity to “volunteer” in efforts to avoid the perception of handpicking (b) (6), “We encouraged (b) (6) to go this route, but she didn’t, she’s picks people of her choice.”.

Analysis

Based upon the preponderance of evidence and testimony, (b) (6) is contracted to perform the function of the (b) (6) position which she alleges takes 40-60 hours per week to perform. In addition, she is contracted through (b) (6) to instruct 6-12 credit hours per semester. These duties require her to perform online instruction for online courses. She testified that these duties take her about 1 hour per course, and she typically teaches two (2) per week. (b) (6) also testified said she teaches the courses synchronously (Exhibit 16, pgs. 1-2). In addition, at least at one point, she was also performing coaching duties for the HINU track team and said this responsibility took her about 10-20 hours per week to perform. Of significance, (b) (6) testified that contract duties and responsibilities cannot be overlapping (Exhibit 15 – Testimony of (b) (6) pg. 1-2).

The Board believes it is unreasonable for any contract employee to be allowed to work 92 hours per week, and that this amount of work could be completed without overlapping duties and responsibilities, meaning she is probably being paid for multiple performing work on multiple contracts that are overlapping. Of significance, Federal employees who are instructors are no longer authorized to also perform coaching duties. This inconsistency doesn’t make sense as HINU leadership thinks it’s too much for a federal employee to do and remain effective, but for a contractor, it’s okay.

Conclusion – HINU and Contracting must develop a process to preclude a single individual from receiving additional contracts if any one contract is the equivalent of a full-time job. In addition, inconsistencies in rational for using a contractor verses a federal employee should be resolved. This issue should be further investigated.

HINU management authorizing instructors to work less than the required 12 Credit hours per semester.

During the various testimonies, the AIB was made aware of several instances whereby federal full-time instructor employees were granted the ability to teach less than the required 12 credit hours to provide services to non-academic activities, such as coaching and projects such as writing submissions for grants.

(b) (6) testified, he originally started working with HINU nearly 35 years ago as an (b) (6) and during his tenure these types of positions were considered hybrid positions. He stated, approximately 15 years ago a change was made to the hybrid position, and all persons employed under a hybrid position were no longer allowed to

coach and instruct. As a result, HINU began contracting with persons to provide full-time coaching services (Exhibit 41 – Testimony of (b) (6), pg. 1-2).

However, (b) (6) testified, at the time the investigation was initiated, he was still classified as an instructor but providing “volunteer” coaching services. He stated, there were times he taught no more than 6 credit hours a semester and given the remainder of the time off to perform coaching duties. (b) (6) claims his volunteer coaching services are not compensated (Exhibit 58 – Testimony of (b) (6), pg. 1).

Gonzales testified she had never seen an authorization allowing (b) (6) to teach less than the required 12 credit hours per semester. Gonzales further stated there is many faculty that don’t teach the full 12 credit hour requirement and said this was something HINU was to address. She said, “with our HLC accreditations because our federal faculty is not teaching 12 credit hours this would be considered fraud, waste, abuse, or mismanagement”. She stated (b) (6) assists with hiring adjunct instructors and HINU is spending a half million on adjuncts alone to back fill these positions (Exhibit 18 – Testimony of Mona Gonzales, pg. 2) (Exhibit 98 – HINU Faculty Workload Policy).

(b) (6) and (b) (6) said they received authorization to work less than the 12 credit hours from the academic dean of the program they taught for. According to (b) (6) (b) (6), this is not allowable as these types of positions, if taught less than the required amount, would be subject to review and the employee would be re-categorized from a full-time to a part-time seasonal employee.

Analysis

The Board could not find any regulation that authorizes HINU leadership to authorize a full-time instructor to perform less than the 12 credit hours of instructor duties per semester. The Board also finds that deviation from the 12-credit hour requirement potentially jeopardizes HINU accreditation. In addition, this authorization may constitute fraud, waste, abuse, and mismanagement as the Board found that HINU leadership authorizes federal employees to perform other functions not described in their position description and backfills their instructor responsibilities with contract instructors through (b) (6). In fact, approximately \$500,000.00 was spent on adjunct professors this past fiscal year. The Board believes HINU is contracting out an inherent government function without attempting to hire full-time instructors.

Of significance, the Board found that although a federal employee can no longer be a full-time instructor and coach, this same prohibition does not apply to contractors. For instance (b) (6) is a contractor performing as the (b) (6). She claims this job takes 40-50 hours per week. She also has another contract through (b) (6) as an (b) (6), where she is authorized to instruct 6 to 12 credit hours per semester. Please note that 12 credit hours per semester is considered full-time. In addition to these two contracts, she was also hired by (b) (6) and paid approximately \$10,000.00 via a purchase card to perform (b) (6) duties for the (b) (6).

Conclusions

- HINU leadership inappropriately authorizes full-time federal employees to perform work that is not defined in their assigned position description on a regular recurring basis
- HINU leadership inappropriately authorizes full-time federal employees to perform less instruction than the required 12 credit hours per semester.
- HINU uses adjunct instructors inappropriately to backfill the instructor duties of full-time federal instructors
- HINU and the Contracting office have no mechanism to track individuals having multiple contracts simultaneously with overlapping work hours

In closing, the Board believes this investigation was overly broad and as such, some issues raised may require further investigation. The Board finds HINU is lacking policies and procedures and lacking a mechanism where staff, students, and contractors can readily find information that impact their ability to be well informed of administrative expectations or procedures. Based on interviews, HINU leadership appears to apply unwritten processes and are ill informed or unknowledgeable about BIE and DOI policies and procedures and were unable to direct anyone to where they could be found. Of concern, several employees and contractors ignored the AIB's requests for information and or attempted to force the Board to get the requested information from other parties to retrieve information that was specific to them. This hindered the Board's efforts to be more thorough and caused delays. The Board believes many of the issues in this report contain sufficient information for management to act whether it be administrative such as implementing policies and procedures, adverse information for issues warranting corrective action (discipline, reassignment, etc.), and potential training needs.

The Board can be available upon request if clarification is necessary or if further discussion is warranted on the issues investigated in this report.

(b) (6)

HINU AIB Member

(b) (6)

HINU AIB Member

(b) (6)

HINU AIB Member

(b) (6)

HINU AIB Chair

List of Exhibits

- Exhibit 1 - Student Complaints
- Exhibit 2 - Email from Dearman to (b) (6), Investigation Instructions
- Exhibit 3 - Charge Letter Investigation Haskell
- Exhibit 4 - List of Witnesses Interviewed
- Exhibit 5 - HINU Student Handbook, Code of Student Conduct
- Exhibit 6 - DOI Anti-Harassment Policy
- Exhibit 7 - (b) (6) – Haskell Final Report
- Exhibit 8 - Investigation Report DOI-22HCI-033-BIA
- Exhibit 9 - Clay Mayes Contract
- Exhibit 10 - Clay Mayes No Contact Order
- Exhibit 11 - Student No Contact Order
- Exhibit 12 - Purchase Card Statements
- Exhibit 13 - Chenega Contract and Adjunct List
- Exhibit 14 - Sports Information Director /Assistant Athletic Director Statement of Work
- Exhibit 15 - Testimony of (b) (6)
- Exhibits16 - Testimony of (b) (6)
- Exhibit 17 - Testimony of (b) (6)
- Exhibit 18 - Testimony of Mona Gonzales
- Exhibit 19 - Redacted SF-50 – Promotion
- Exhibit 20 - Redacted SF 50 – Demotion
- Exhibit 21 - HINU Faculty Workload Policy
- Exhibit 22 - (b) (6) Email 10.11.2022
- Exhibit 23 - Testimony of (b) (6)
- Exhibit 24 - Testimony of (b) (6)
- Exhibit 25 - Testimony of (b) (6)
- Exhibit 26 - Testimony of Clay Mayes
- Exhibit 27 - Title IX Complaint – (b) (6)
- Exhibit 28 - Testimony of (b) (6)
- Exhibit 29 - Testimony of (b) (6)
- Exhibit 30 - Lawrence Police Visit

Exhibit 31 - Title IX Complaint – (b) (6)

Exhibit 32 - Testimony of (b) (6)

Exhibit 33 - Testimony of (b) (6)

Exhibit 34 - Title IX Complaint – (b) (6)

Exhibit 35 - Testimony of (b) (6)

Exhibit 36 - Title IX Complaint – (b) (6)

Exhibit 37 - Testimony of (b) (6)

Exhibit 38 - Title IX Complaint – (b) (6)

Exhibit 39 - Testimony of (b) (6)

Exhibit 40 - Testimony of (b) (6) (1st interview)

Exhibit 41 - Testimony of (b) (6)

Exhibit 42 - Testimony of (b) (6)

Exhibit 43 - Title IX Regulations

Exhibit 44 - Executive Order 13160 of June 23, 2020

Exhibit 45 - Redacted SF 50s

Exhibit 46 - (b) (6) Email to T. Dearman (03.02.2022)

Exhibit 47 - Ethics Guide for DOI Employees, pg. 22)

Exhibit 48 - HINU Relations

Exhibit 49 - Mayes, Binder 1, Tab 4, (b) (6)-Supporting Docs, pgs. 93-94

Exhibit 50 - Recusal Agreement

Exhibit 51 - Pfeiffer Email re Recusal Agreement

Exhibit 52 - Athletic Program Director Position Description

Exhibit 53 - (b) (6) – Performance Appraisal

Exhibit 54 - Testimony of (b) (6)

Exhibit 55 - Testimony of (b) (6)

Exhibit 56 - NAIA-2021-Official-Handbook

Exhibit 57 - Email from (b) (6) regarding Stolen Items at Coffin (01.24.22)

Exhibit 58 - Testimony of (b) (6)

Exhibit 59 - Testimony of (b) (6) 2nd interview

Exhibit 60 - Email from (b) (6), regarding assisting students

Exhibit 61 – (b) (6) Hand-Written Notepad

Exhibit 62 - Documentation from (b) (6) regarding (b) (6)

Exhibit 63 - Email from Gonzales to Mayes - Why do we need Assistant Coaches

Exhibit 64 - Testimony of (b) (6)

Exhibit 65 - Requisition for (b) (6) (b) (6)

Exhibit 66 - Testimony of (b) (6)

Exhibit 67 - Email from (b) (6) to AIB regarding Budget Transfers

Exhibit 68 - Email Response from (b) (6) reg. Email Communication with Mayes

Exhibit 69 - Email Response from T. Salvini reg Email Communications with Mayes

Exhibit 70 - Email from Mayes to Salvini requesting Update of Investigation

Exhibit 71 - Email from Mayes request to attend Champions of Character Event

Exhibit 72 - Email from (b) (6) regarding Student-Athlete Return, Spring 2022

Exhibit 73 - Email from AIB to (b) (6)

Exhibit 74 - (b) (6) Email to Head Coaches re Background Investigations (10.25.2021)

Exhibit 75 - Email from (b) (6) to AIB

Exhibit 76 - Email Response from Gonzales regarding Email Communications with Mayes (10.25.22)

Exhibit 77 - Testimony of (b) (6)

Exhibit 78 – DOI Privacy Policy Chapter 2.227 Conduct of Employee

Exhibit 79 – Athletic Director Interview Rating Sheet

Exhibit 80 - Athletic Director Interview Questions

Exhibit 81 - Athletic Director Interview Committee

Exhibit 82 - Email from (b) (6), regarding students

Exhibit 83 - Testimony of (b) (6)

Exhibit 84 - Emails from (b) (6), AIB Chair to (b) (6)

Exhibit 85 - (b) (6) No Contact Orders

Exhibit 86 - DOI OIG Complaint Referral OI-HQ-22-0711-R

Exhibit 87 - USA Staffing Applicant Dashboard (b) (6)

Exhibit 88 - (b) (6) Resume

Exhibit 89 - Testimony of Tonia Salvini

Exhibit 90 - Testimony of Tamarah Pfeiffer

- Exhibit 91 - Testimony of (b) (6)
- Exhibit 92 - Testimony of (b) (6)
- Exhibit 93 - Testimony of (b) (6)
- Exhibit 94 - Email from Pfeiffer regarding Stop Work Order and Collection of Keys
- Exhibit 95 - (b) (6) Resume and SOW
- Exhibit 96 - (b) (6) Resume and SOW
- Exhibit 97 - (b) (6) Resume and SOW
- Exhibit 98 - (b) (6) Text Message to Mayes
- Exhibit 99 - Email to Gonzales regarding Federal Policies Request (02.06.22)
- Exhibit 100 - HINU Campus Map –
- Exhibit 101 - (b) (6) text – Pell Grant
- Exhibit 102 - Transcript of Mayes 2nd Interview
- Exhibit 103 - Email from Mayes to (b) (6)