

[January 22, 2020 Erratum: Section IV, Subsection Contested Penalties (Vacation Penalty), on page 12 of this decision contained a typographical error. The seventh paragraph of the Vacation Penalty subsection, fourth sentence, should have included the word “no” before the word “knowledge.”]



**TEXAS CHRISTIAN UNIVERSITY
PUBLIC INFRACTIONS DECISION
December 20, 2019**

I. INTRODUCTION

The NCAA Division I Committee on Infractions is an independent administrative body of the NCAA comprised of individuals from the NCAA Division I membership and the public. The committee is charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved impermissible student-athlete employment compensation in the football and men's and women's basketball programs, in addition to unrelated coaching staff limitation and practice violations in the men's and women's swimming and diving programs at Texas Christian University (TCU).²

A panel of the COI considered this case through the cooperative summary disposition process in which all parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). The panel adopted TCU's self-imposed penalties and proposed further penalties to the institution and the head swimming and diving coach. TCU and the head coach contested portions of the proposed penalties. Following an expedited hearing, the panel declined to prescribe a vacation of records penalty and modified the financial penalty and head coach's show-cause order.

The parties agreed that the violations in the football and men's and women's basketball programs centered on payment to student-athletes for work not actually performed. Specifically, from 2015 through 2018, the institution's Physical Plant Summer Maintenance Program employed student-athletes from all three programs who, at times, did not clock out when they left the job site. This resulted in 33 football and basketball student-athletes being credited for hours they did

¹ Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

² A member of the Big 12 Conference, the institution's total enrollment is approximately 10,400. TCU sponsors nine men's sports and 12 women's sports. This is the institution's fifth major, Level I, or Level II infractions case with previous cases in 2008 (men's tennis), 2005 (men's and women's track), 1986 (football) and 1981 (men's basketball).

not work and receiving pay-for-work-not performed, which rendered the student-athletes ineligible. The panel concludes that these violations are Level II.

With regard to the swimming and diving program, the parties agreed that the head coach instructed team managers to engage in impermissible coaching activity on numerous occasions from early October 2017 through January 2018. This resulted in the swimming program exceeding its numerical limitation of six coaches during this time. Further, during the same period, the head coach and members of his staff directed or supervised swimming and diving student-athletes' participation in countable athletically related activity (CARA) hours that exceeded legislated limits. The head coach also failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. Finally, because the head swimming coach was personally involved in the violations, the parties agreed that he failed to meet his responsibility to promote an atmosphere of rules compliance. The panel concludes that these violations are also Level II.

The panel accepted the parties' factual agreements, concluded that violations occurred and proposed additional penalties. TCU contested two of the proposed penalties—a vacation of wins and records and the prescription of a financial penalty for ineligible participation in a championship event. The head coach contested the length of his show-cause order.

Notwithstanding the ineligible competition that occurred as a result of the pay-for-work-not-performed violations, the panel determines that vacation is not appropriate in this case due to a confluence of unique circumstances surrounding the violations: there was no involvement by any athletics department staff members, they were not intended to provide any competitive or recruiting advantage, and they did not trigger any of the six circumstances identified by Division I COI Internal Operating Procedure (IOP) 5-15-6. Critically, however, the violations did result in ineligible competition by one student-athlete during a championship event. Accordingly, the panel determines that a financial penalty should be maintained in order to offset any advantage gained by TCU through the student-athlete's ineligible participation. The panel adjusts the fine amount downward, however, commensurate with the minimal value of the benefit received by the student-athlete and the fact that he participated in only one contest during the championship. Finally, the panel reduces the head coach's show-cause order from two years to one, which is consistent with the penalty ranges in the Bylaw 19 penalty guidelines and previous cases.

After considering applicable aggravating and mitigating factors, the panel classifies this case as Level II-Mitigated for the institution and Level II-Standard for the former head swimming and diving coach's violations. Utilizing the current penalty guidelines and NCAA bylaws authorizing penalties, the panel adopts and prescribes the following additional principal penalties: one year of probation; public reprimand and censure; reporting requirements; and CARA and coaching staff reductions in the swimming and diving program.

II. CASE HISTORY

In mid-January 2018, TCU swimming and diving student-athletes met with the compliance office to discuss disputed CARA logs and other issues, triggering an internal investigation. On January 31, 2018, TCU informed the NCAA enforcement staff that the institution discovered potential violations involving the then head swimming and diving coach (head coach). TCU terminated the employment of the head coach shortly thereafter. Subsequently, the enforcement staff and the institution engaged in a collaborative investigation of the swimming and diving program.

In late June 2018, TCU submitted a self-report documenting CARA and coaching staff limit violations in the swimming and diving program. Nine days later, the institution informed the enforcement staff of additional potential violations centering on a campus summer maintenance program that employed student-athletes. After investigating these potential violations, the institution submitted an additional self-report in mid-September 2018.

On March 18, 2019, the enforcement staff provided a draft notice of allegations to all parties. In late March 2019, the parties agreed to process the case through summary disposition. The parties jointly submitted a summary disposition report (SDR) to the COI on July 18, 2019.³

A panel of the COI reviewed the SDR on August 16, 2019. On August 26, 2019, the panel proposed additional penalties for the institution and the head coach. Both parties notified the panel on September 3, 2019, that they would contest portions of the proposed penalties. TCU requested an expedited hearing to contest the proposed vacation and financial penalties, while the head coach decided to contest his show-cause penalty through a written submission. After the COI unsuccessfully proposed to the institution several dates early in the fall of 2019 for the expedited hearing, TCU ultimately appeared before the panel at an in-person expedited hearing on October 29, 2019.

III. PARTIES' AGREEMENTS

A. PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVELS

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation, aggravating factors, mitigating factors and violation levels.⁴ The SDR identified:

³ Pursuant to COI Internal Operating Procedure (IOP) 4-10-2-2, panels in future cases may view this decision as less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreements.

⁴ This decision provides the agreed-upon factual basis, violations and violation levels as exactly stated in the SDR, except for shortening references to the parties.

1. [NCAA Division I Manual Bylaws 12.4.1, 12.11.1 and 16.8.1 (2014-15 through 2017-18)] (Level II)

The institution and enforcement staff agree that from 2015 through 2018, 33 football, men's basketball and women's basketball student-athletes received employment compensation for work not performed. Specifically, the student-athletes were employed in the institution's Physical Plant Summer Maintenance Program and at times, did not clock-out but remained on the clock when they left the job site to attend classes, workouts or other activities. Thus, while they earned most of the pay they received, some pay was not earned. The excess payments ranged from \$74 to \$2,687 per student-athlete (some of whom worked more than one summer), a total of approximately \$19,796 over the four years. As a result of the violations, the student-athletes competed and received actual and necessary expenses while ineligible.

2. [NCAA Division I Manual Bylaws 11.7.1.1, 11.7.3, 11.7.6, 17.1.7.1, 17.1.7.3.4, 17.1.7.6 and 17.1.7.6.1 (2017-18)] (Level II)

The institution, head coach and enforcement staff agree that on numerous occasions from August 2017 through February 2018, the head coach instructed the staff member listed on the coaching staff designation form during the period from August through October 3, 2017 and another staff member from October 4, 2017 through January 2018, then graduate assistant managers, to engage in coaching activities with swimming and diving student-athletes. Additionally, the head coach and the swimming and diving coaching staff (coaching staff) required student-athletes to participate in CARA beyond NCAA legislated daily and weekly hour limitations. Further, the head coach failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. Specifically:

- a. From August through October 3, 2017, the head coach instructed a staff member, who at the time was designated as the team's manager, to provide technical and/or tactical instruction to student-athletes. Further, from October 4, 2017, through January 2018, the head coach instructed another staff member, who replaced the first staff member as the graduate assistant manager, to provide technical and/or tactical instruction to student-athletes. In both instances, the instruction occurred during in-season organized practice time and occurred on a regular and consistent basis. As a result of the two graduate assistant managers' participation in the coaching activities, the institution exceeded by one the numerical limitation of six men's and women's swimming and diving coaches. [NCAA Bylaws 11.7.1.1, 11.7.3 and 11.7.6 (2017-18)]

- b. During six weeks in the fall of 2017, the head coach and the coaching staff directed or supervised swimming and diving student-athletes' participation in approximately 20 hours and 30 minutes of CARA per week, exceeding the maximum of four hours per day and 20 hours per week. Additionally, the coaching staff impermissibly used a travel day as a day off and therefore failed to provide the required day off during the week of January 1, 2018. Further, during the week of January 15, 2018, the coaching staff directed or supervised some swimming and diving student-athletes' participation in 20 hours and 15 minutes to 20 hours and 45 minutes of CARA, exceeding the maximum of four hours per day and 20 hours per week. Further, the head coach failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. [NCAA Bylaws 17.1.7.1, 17.1.7.3.4, 17.1.7.6 and 17.1.7.6.1 (2017-18)]

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2017-18)] (Level II)

The parties agree that from August 2017 through February 2018, the head coach is presumed responsible for the violations detailed in Violation No. 2 and did not rebut the presumption of responsibility. Specifically, the head coach did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement in the violations.

B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS

Pursuant to Bylaw 19.6.2-(g), the parties agreed to the following aggravating and mitigating factors:

Institution:

1. Aggravating factors [Bylaw 19.9.3]
 - (a) A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)]
 - (b) Multiple Level II violations by the institution. [Bylaw 19.9.3-(g)]
 - (c) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [Bylaw 19.9.3-(h)]
2. Mitigating factors [Bylaw 19.9.4]
 - (a) Prompt self-detection and self-disclosure of the violations. [Bylaw 19.9.4-(a)]
 - (b) Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [Bylaw 19.9.4-(b)]
 - (c) Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)]

- (d) An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]⁵
- (e) Exemplary cooperation. [Bylaw 19.9.4-(f)]

Head coach:

1. Aggravating factors [Bylaw 19.9.3]

- (a) Multiple Level II violations by the involved individual. [Bylaw 19.9.3-(g)]
- (b) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [Bylaw 19.9.3-(h)]

2. Mitigating factors [Bylaw 19.9.4]

- (a) Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)]
- (b) The absence of prior Level I, Level II or major violations committed by the head coach. [Bylaw 19.9.4-(h)]

IV. REVIEW OF CASE

Agreed-upon Violations

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and the respective explanations surrounding those agreements—in the SDR, at TCU's expedited hearing and in the head coach's written submission—the panel accepts the parties' SDR and concludes that the facts constitute Level II violations for the institution and the head coach. In the football and men's and women's basketball programs, student-athletes received impermissible pay-for-work-not performed as part of TCU's campus summer maintenance program. In the swimming and diving program, the head coach agreed that he committed Level II violations in the following areas: (1) exceeding coaching staff limits; (2) CARA; and (3) head coach responsibility. The head coach's actions were contrary to the membership's expectations for head coaches' conduct.

Payment for Work Not Performed

Over the course of four summers, TCU's Physical Plant recruited and employed student-athletes (and a small number of non-student-athletes) whose primary responsibility was to change lightbulbs across the entire campus. Taking advantage of the program's lax time accountability, some student-athletes did not always clock out when leaving the jobsite. Consequently, 33

⁵ Since March 1, 2014, TCU has self-reported 108 Level III violations, an average of approximately 21 violations per year.

student-athletes received payment for more work than they actually performed. The excess payments totaled nearly \$20,000 over the four years and resulted in 22 of the student-athletes competing and receiving actual and necessary expenses while ineligible. This conduct violated Bylaws 12 and 16.

Bylaw 12 governs amateurism and athletics eligibility, including how the employment of student-athletes can affect their eligibility. Specifically, Bylaw 12.4.1 establishes criteria for compensating student-athlete employees and includes the requirement that student-athletes be paid only for work actually performed, as specified in Bylaw 12.4.1-(a). When a student-athlete is ineligible, Bylaw 12.11.1 obligates the institution to withhold the student-athlete from competition. Benefits are governed under Bylaw 16. Bylaw 16.8.1 allows member institutions to provide actual and necessary expenses for student-athletes in conjunction with competition but only when student-athletes are eligible to compete.

During the summers of 2015 through 2018, lax supervision by TCU Physical Plant personnel allowed 33 student-athletes to receive pay for work not performed associated with a campus summer maintenance program. The genesis of these violations can be traced to the Physical Plant manager, who, on his own initiative, hired 10 to 15 students each summer to work at the Physical Plant. The duties focused on changing light bulbs across the entire campus and required balance and working at heights. Consequently, the plant manager recruited primarily current or former student-athletes because of their physical stature and balance. In addition, because most students do not remain on campus during the summer, the plant manager found it convenient to hire student-athletes, because many football and basketball student-athletes remained in the area for summer school and athletics activities.

Although the plant manager primarily hired student-athletes, he also hired non-student-athletes. The manager did not review or approve student workers' hours for payroll. As a result, some of the student-athletes learned they could take advantage of this unsupervised aspect of the payroll system by not always clocking out when leaving the jobsite. Consequently, student-athletes received payment for more work than they actually performed.

The impermissible pay violated Bylaw 12.4.1-(a). The receipt of impermissible pay rendered student-athletes ineligible and the institution failed to withhold these student-athletes from competition in violation of Bylaw 12.11.1. Finally, ineligible student-athletes received impermissible expenses associated with competition in violation of Bylaw 16.8.1.

Consistent with Bylaw 19.1.2, these violations are Level II because they provided more than a minimal but less than a substantial or extensive impermissible benefit to the student-athlete employees. The COI has previously concluded that Level II violations occurred when student-athletes received pay for work they did not actually perform and/or where their work hours were not properly documented. *See Saint Peters University* (2016) (concluding that Level II violations occurred when at least seven men's and women's swimming student-athletes received payment for work not performed and/or received an impermissible arrangement to submit hours for insufficiently documented work-study). The only other previous case involving Bylaw

12.4.1-(a) under the current penalty structure, the COI concluded that a pay-for-work-not-performed violation was part of a collective Level I violation. *See University of Missouri, Columbia* (2016). In that case, a booster employed two men's basketball student-athletes as interns in his company and paid them approximately \$1,100 for work not performed. However, the booster also provided multiple impermissible benefits, including housing, cash, transportation, access to a local gym, iPads and meals, thus raising the violation to Level I. Here, however, the violations were more limited in that the student-athletes received only benefits associated with unearned pay at the Physical Plant. Accordingly, the violations in this case are Level II.⁶

The Head Swimming Coach's Staffing and CARA Violations

Unrelated violations occurred in the swimming and diving program, centering on the actions of the head coach. From August 2017 through February 2018, the head coach violated several areas of legislation relating to coaching staff utilization and limits, in addition to CARA. Due to his personal involvement in the violations, the head coach could not demonstrate that he promoted an atmosphere of compliance. This conduct violated Bylaws 11 and 17.

Bylaw 11 governs conduct and employment of athletics personnel. Bylaw 11 includes definitions of what constitutes a countable coach, specifies the activities in which non-coaching staff can engage and sets limits on the number of coaches for each NCAA sport. Bylaw 17 provides the framework for playing and practice seasons. This includes setting hourly limits on daily and weekly CARA, requiring student-athletes to be provided a day off and an obligation to accurately record CARA time.

The head coach violated several areas of Bylaw 11. From August 2017 through January 2018 the swimming and diving programs exceeded coaching limitations. Specifically, the head coach instructed managers, who were not designated as countable coaches, to engage in coaching activity. At various periods during this timeframe two individuals were designated as either a manager or a countable coach, switching positions on October 4, 2017, in order to comply with coaching limitations on paper. In actuality, however, both individuals engaged in coaching activity at the head coach's direction during the entire six-month period. This resulted in TCU exceeding the coaching staff limit by one because of the managers' impermissible coaching activity, which violated Bylaw 11.

These violations are Level II because impermissible coaching staff utilization and exceeding coaching limits provided more than a minimal but less than a substantial competitive advantage. The COI has consistently concluded that violations relating to impermissible coaching staff utilization and exceeding coaching limits are Level II violations. *See University of Oregon* (2018) (concluding that Level II violations occurred when, over a period of four years, non-

⁶ Although the COI processed *Saint Peters* and *Missouri* as SDRs, the panel cites these cases due to the similarity in violations.

coaching staff members in the men's and women's basketball programs engaged in impermissible coaching activities, which caused their respective programs to exceed legislated limits on countable coaches) and *University of Hawaii at Manoa* (2015) (concluding a Level II violation occurred when, during one academic year, a director of basketball operations engaged in scouting, instructional and on-court activities with student-athletes, causing the institution to exceed the number of allowable men's basketball coaches). Impermissible coaching staff utilization and exceeding coaching staff limitations confer an unfair competitive advantage to offending institutions and, as case guidance reflects, result in Level II violations.

The head coach also violated Bylaw 17 CARA legislation. The head coach and his staff directed or supervised student-athletes' participation in CARA that exceeded daily and weekly limits. This occurred primarily as the result of two activities. First, during the fall of 2017, the head coach occasionally called impromptu team meetings on Fridays that lasted between 15 to 30 minutes. The head coach incorrectly believed that the team meetings were not a countable activity. These meetings were not counted as CARA, as required under NCAA legislation, resulting in the swimming program exceeding CARA limits. Second, from January 15 through January 21, 2018, the swimming and diving staff arranged for student-athletes to complete underwater workouts and video review of those workouts. Those activities were, on occasion, in addition to the daily maximum of four hours, and should have been on the CARA logs, but were not. The amount of excessive CARA on those days ranged from 15 to 45 minutes depending on the student-athlete. Consequently, these underwater workouts and video review conducted by the swimming staff exceeded CARA limits, resulting in additional violations of Bylaw 17.

Further, the head coach failed to ensure accurate recording of CARA. The head coach assigned the responsibility of CARA tracking and coordinating to the two managers. However, the swimming staff struggled to submit weekly practice plans in a timely fashion, making it difficult for the managers to track CARA. Also contributing to problems in tracking CARA was the combined men's and women's swimming program which resulted in student-athletes practicing at varying hours each day because of facility limitations. Additionally, the head coach and his staff changed normally scheduled workouts from Saturday to Friday during the weeks of the six home football games, but did not reflect the change in practice plans. These circumstances led to inaccurate recording of CARA in the swimming program, violating Bylaw 17.

Finally, the head coach and his staff failed to provide the required weekly day off in early January 2018. This occurred when, during a training trip in the first week of January 2018, the coaching staff impermissibly provided a day off while on the road. NCAA legislation prohibits coaches from using any day spent traveling or away from campus as a day off. Consequently, the head coach and his staff violated Bylaw 17 legislation requiring student-athletes to be provided a day off during the playing season and prohibiting use of a travel day as a day off.

Consistent with Bylaw 19.1.2, these violations are Level II because CARA violations provide additional practice time, conferring to the offending institution more than a minimal but less than a substantial or extensive competitive advantage. Further, the adherence to CARA legislation and the accurate recording of CARA hours is in the interest of student-athlete health and safety. The

COI has routinely concluded that that CARA violations are Level II. *See University of Connecticut* (UConn) (2019) (concluding that Level II violations occurred when the institution did not record pick-up games attended by student managers who reported back to coaches); *University of California, Santa Barbara* (UCSB) (2019) (concluding that Level II violations occurred when the head track coach monitored student-athletes' training activity during times when countable athletically related activities are prohibited: summer months outside the playing season and weekly days off during the playing season); and *California State University, Sacramento* (Sacramento State) (2018) (concluding that Level II violations occurred over four years when men's and women's tennis programs routinely exceeded CARA limitations due to coaches mandating student-athletes' participation in voluntary athletically related activities).⁷

Finally, the head coach is presumed responsible for the violations in his program and did not rebut the presumption of responsibility. The head coach admitted that he did not accept available help from the compliance staff to educate himself on NCAA legislation. The head coach reported that he felt overwhelmed as a first-time head coach and agreed that he should have sought help from the compliance staff. Staff members reported that the head coach did not intentionally break NCAA rules, but he did not care if a rule was followed or broken and did not make NCAA rules compliance a high priority. The low priority the head coach placed on compliance and his direct involvement in violations all contributed to his failure to promote an atmosphere of compliance. He therefore did not rebut the presumption of responsibility, thus violating Bylaw 11.1.1.1.

The COI has concluded that head coach responsibility violations occurred in previous cases where head coaches have been personally involved in violations and failed to consult compliance. *See UCSB* (concluding that the head track coach could not rebut the presumption of responsibility because he was personally involved in violations, and did not consult with compliance to ascertain whether his conduct was permissible); *Sacramento State* (concluding that the head women's tennis coach could not rebut the presumption of responsibility where he was personally involved in CARA violations and failed to consult compliance on several other issues); and *Monmouth University* (2017) (concluding the head men's tennis coach could not rebut the presumption of responsibility where he was personally involved in arranging housing for a prospect and did not consult compliance regarding the prospect's presence on campus prior to enrollment). The head coach's conduct here aligns with these cases. Additionally, consistent with these cases and Bylaw 19.1.2-(e), the head coach responsibility violation is Level II because it resulted from underlying Level II violations.⁸

⁷ Although the COI processed *Sacramento State* as an SDR, the panel cites this case due to the similarity in violations. Further, certain aspects of the *UCSB* and *UConn* decisions are on appeal. The Level II CARA violations are not directly part of those appeals.

⁸ Although the COI processed *Sacramento State* and *Monmouth* as SDRs, the panel cites these cases due to the similarity in the conduct of the involved head coaches that resulted in Level II head coach control violations.

Contested Penalties

Following its initial review of the SDR, the panel proposed additional penalties to the institution pursuant to Bylaw 19.6.4.5, including a vacation of wins and records and a fine associated with ineligible participation in a championship event. The institution accepted some of the proposed penalties but contested the vacation and fine penalties. The panel also proposed a two-year show-cause order for the head coach, which he argued should only be one year. TCU contested those proposed penalties through an in-person expedited penalty hearing while the head coach contested his show-cause through a written submission. Considering the information presented at the expedited hearing, the panel declines to prescribe the vacation penalty and retains, but modifies, the financial penalty and show-cause order.

Vacation Penalty

With respect to the proposed vacation penalty, after considering the institution's written submission and the information provided by institutional representatives at the expedited hearing, the panel declines to prescribe this penalty. In arriving at this decision, the panel considered several factors, including the application of bylaws and COI IOPs, recent case guidance and the unique circumstances surrounding the student-athletes' employment in the campus summer maintenance program.

Several bylaws and COI IOPs address the vacation penalty. Bylaw 19.9.7 provides the COI the discretion to prescribe penalties in addition to the core penalties identified in Bylaw 19.9.5 and the penalty guidelines. More specifically, Bylaw 19.9.7-(g) gives the COI the option to prescribe a vacation of wins and records when student-athletes compete while ineligible.

In addition to the bylaws, IOP 5-15-6 specifies six circumstances under which a vacation of wins is more appropriate: (1) academic violations; (2) serious intentional violations; (3) direct involvement of a coach, a high ranking school administrator, or a booster; (4) a large number of violations; (5) the institution has a recent history of Level I, Level II or major violations; or (6) when the panel concludes that a failure to monitor or lack of institutional control existed. None of these factors are present in this case.

The COI and Infractions Appeals Committee (IAC) have applied and upheld the vacation penalty when some, or none, of the above identified circumstances are present. Therefore, the panel still had to determine whether vacation of records was appropriate based on the facts of this case and relevant case guidance. Although case guidance reflects that the COI has generally prescribed the vacation penalty when violations result in ineligible competition—particularly if one or more of the six circumstances set forth in IOP 5-15-6 are present—the COI has declined to prescribe this penalty in certain limited circumstances. In *Morehead State University* (2017), for example, the COI declined to prescribe vacation because the ineligible competition occurred primarily due to a flawed software system the institution used to calculate eligibility requirements. The COI concluded that the eligibility certification violations were not intentional, and the student-athletes and coaches were completely unaware of the violations resulting from the faulty software system. Furthermore, *Morehead State* neither failed to monitor nor lacked institutional control.

Accordingly, the COI determined in *Morehead State* that vacation was inappropriate in light of the unique circumstances. The COI also declined to prescribe vacation in a case involving *Indiana University-Purdue University Fort Wayne (IPFW)* (2015). The COI identified several case-specific reasons for not prescribing vacation in *IPFW*, including the fact that athletics staff members were unaware of the violations.

This case shares similarities with both *Morehead State* and *IPFW*. In this case, athletics staff were unaware of the pay-for-work-not-performed violations because they occurred outside of athletics, in the Physical Plant department. Like *Morehead*, this case does not include either a failure to monitor or lack of institutional control. As with *Morehead* and *IPFW*, the violations at issue here—pay for work not performed—do not have an athletics nexus because neither athletics department staff members, nor boosters, had any role in these violations, including arranging employment at the Physical Plant. To be clear, the lack of an athletics nexus alone does not absolve an institution from an appropriate vacation of records penalty.

Here, however, taken together with all of the unique facts and circumstances, it was but another fact in the COI's analysis. Furthermore, the institution provided employment-related compliance education to student-athletes. The overpayments resulted not from attempts by staff members or boosters to circumvent the rules, or from any negligence on the part of athletics department staff members, but rather from lax supervision by Physical Plant staff and the student workers failing to fulfill the expectations of their employment.

Other authority also guides the COI's decision regarding not vacating. The panel also considered the IAC's recent decision upholding a vacation of records in *Brigham Young University (BYU)*, IAC Report No. 506 (2019). Among other rationale, the IAC noted that BYU agreed that it failed to withhold an ineligible student-athlete from competition in violation of Bylaw 12.11.1. Bylaw 12.11.1 does not expressly differentiate between circumstances under which an institution knew (or should have known) of the ineligibility from those where there is no knowledge. In reviewing recent cases and charging guidance, that may be the evolution that has occurred. Undoubtedly, allowing an ineligible student-athlete to compete when the ineligibility is known by the institution is particularly troublesome. A Bylaw 12.11.1 violation can be one factor supporting a vacation penalty, but it is neither a predicate nor does its presence mandate vacation. In limited cases involving unique circumstances, such as those here, the COI can exercise its discretion to not prescribe vacation, even though there was an agreed-upon violation of Bylaw 12.11.1. *See Morehead State*. For the above reasons, the panel declined to prescribe the vacation penalty.

Financial Penalty

As a result of the pay-for-work-not-performed violations, one men's basketball student-athlete who received \$256 in unearned pay during the summer of 2017 competed while ineligible in TCU's first-round game of the 2018 Division I Men's Basketball Championship. In light of the limited scope of the violation and minimal value of the impermissible benefit, the panel maintains, but reduces the penalty from the maximum amount permitted by NCAA legislation for this ineligible competition. As it did when addressing the vacation penalty, the panel

considered several factors, including the application of bylaws and IOPs and past cases where the COI prescribed a financial penalty because of ineligible competition in the men's basketball championship.

In January 2019, as an alternative core financial penalty, the membership refined how the COI may prescribe a fine for ineligible participation by student-athletes in championship competition.⁹ Bylaw 19.9.5.2.1 specifies that a hearing panel may require an institution to pay a fine if an ineligible student-athlete competes in an NCAA championship. Figure 19-1 penalty guidelines identify this as an "alternative financial penalty." Bylaw 19.9.5.2.1 and IOP 5-15-4-3 provides the COI the option to prescribe this penalty, which, at its maximum implementation, consists of the full value of any unit(s) awarded and all future units to be paid on a rolling distribution schedule for the institution's participation in the involved tournament year(s). In this instance, the full value of a unit from the 2018 men's basketball championship is approximately \$273,000, which, compounded over the six-year rolling distribution, would result in a fine in excess of \$1,600,000.

The panel considered the totality of circumstances including the minimal value of the benefit (\$256), the lack of any connection to athletics staff or boosters and the nature of the impermissible benefit. At its core, the ineligible competition derived from oversight errors by non-athletics institutional personnel that resulted in overpaying student-athletes to change light bulbs. Based on the information and context provided at the expedited hearing the COI declines to fine an institution over a million dollars under these circumstances. This decision is consistent with Bylaw 19.01.4 which states, in relevant part, "penalties shall depend on the relative severity of the infraction(s)." The panel compared the minimal value of the benefit provided to the student-athlete that rendered him ineligible (\$256) with the full value of the fine (approximately \$1,600,000) and concluded that, given the totality of the circumstances that resulted in the ineligibility, a lesser fine was appropriate; one that is commensurate with the seriousness of the violation and the value of the benefit. Consequently, the panel prescribes a fine equal to 10% of the one unit earned by TCU in the 2018 Men's Basketball Championship.¹⁰ This amount is in addition to the \$19,000 fine self-imposed by the institution and adopted by the panel.

The panel also reviewed previous cases in which the COI has prescribed financial penalties for ineligible participation in the men's basketball championship. In each of those cases, the violations were much more serious and/or more widespread than the violations in this case. *See University of Louisville* (2017) (prescribing forfeiture of tournament revenue due to the basketball operations director's knowing involvement in arranging sex acts for prospects and resultant ineligibility of some prospects who became student-athletes at Louisville and participated in the men's basketball championship); *University of Northern Colorado* (2017) (prescribing forfeiture of tournament revenue resulting from a student-athlete competing while ineligible due to the head coach's arrangement of fraudulent academic credit and recruiting

⁹ Previously, Bylaw 19 authorized a forfeiture of revenue associated with postseason competition.

¹⁰ The value of one unit for the 2018 tournament was \$273,529.

inducements); *Syracuse University* (2015) (prescribing forfeiture of tournament revenue where student-athletes competed while ineligible due to academic misconduct, receipt of extra benefits and payment for work not performed); and *University of Memphis* (2009) (prescribing forfeiture of tournament revenue resulting from a student-athlete competing while academically ineligible due to invalidation of his college admission test score). These prior cases involved more serious, widespread and intentional violations not present in this case.

Finally, the panel noted that there is a natural intersection between vacation of records and financial penalty associated with ineligible competition in the NCAA Men's Basketball Tournament. Analytically, the two penalties are related and stem from ineligible competition. Although this is the first time this clarified fine has been applied in a case, its predecessor (forfeiture of revenue) was regularly paired with a related vacation of records penalty. See *Louisville*, *Northern Colorado* and *Syracuse*.

Notwithstanding the intersection between these two penalties, the panel determined that the unique circumstances of this case warrant a fine, but not vacation. Again, the violation that led to the ineligible competition was narrow in scope—involving only one bylaw. There was no athletics connection, nor was the violation intended to provide any competitive or recruiting advantage. Vacation, which applies as an across-the-board penalty for all sports where ineligible competition occurred, is not appropriate under these unique circumstances. However, one instance of this ineligible competition occurred during the Division I Men's Basketball tournament, which the panel cannot overlook. The tournament is a powerful motivating force. And any ineligible competition in the tournament creates a competitive advantage over teams that follow the rules and used only eligible student-athletes. Accordingly, a financial penalty is appropriate to address this advantage, even under the limited and unique circumstances of this case.

Head Coach's Show-Cause Order

The panel proposed a two-year show-cause order for the head coach's agreed-upon violations, including his violation of head coach responsibility legislation. The head coach agreed that a show-cause order is appropriate for his violations but requested that the panel reduce the period from two years to one. Following review of the head coach's written submission, the panel agreed with the head coach's request. As it did when reviewing the institution's request to provide relief from the vacation penalty and fine, the panel considered several factors, including the application of bylaws and IOPs, and past cases that included show-cause orders prescribed for head coaches who engaged in similar conduct. Consistent with Bylaws 19.9.5.4 and 19.9.5.5, the panel also considered actions taken by the head coach since leaving TCU.

Bylaw 19.9.5 and the penalty guidelines include a show-cause order as a core penalty, with the length of the show-cause dependent upon the level and classification of the violations attributed to the individual. In this instance, the panel concluded that the head coach's violations were Level II-Standard. Under the penalty guidelines, the length of time for a show-cause associated with Level II-Standard violations is zero to two years. Pursuant to IOP 5-15-3, the show cause may be general in nature or have specific conditions and requirements. A general show-cause

order requires any institution considering employment of the involved individual to contact the OCOI to make arrangements to show cause why restrictions on the individual's athletically related activity should not apply. A conditioned show-cause order has specific restrictions on the involved individuals duties, such as recruiting restrictions. In this instance, the panel prescribes a general show-cause order.

Although all cases are unique, the panel reviewed recent cases for general guidance in arriving at an appropriate show-cause length based on the facts and circumstances of this case. The panel focused on show-cause orders in Level II-Standard cases involving CARA and head coach responsibility violations. While Figure 19-1 Guidelines provide a range of zero to two years, many of these cases involved a one-year show-cause order. *See San Jose State* (prescribing a one-year show-cause order for the head baseball coach for Level II-Standard violations involving CARA and head coach responsibility failure); *Monmouth* (prescribing a one-year show-cause order for the head men's tennis coach Level II-Standard violations involving recruiting and impermissible practice, along with attendant head coach responsibility failure) and *Stanford University* (2016) (prescribing a one-year show-cause order for the head softball coach for Level II-Standard violations involving CARA and head coach responsibility failure).¹¹

In addition to show-cause orders, Bylaw 19.9.5 and the Figure 19-1 penalty guidelines, contemplate head coach suspensions to address a Bylaw 11.1.1.1 head coach responsibility violation. However, because the head coach's violations were Level II-Standard, the penalty guidelines do not require a suspension and the panel declined to prescribe a suspension in this instance. Nonetheless, should an institution wish to hire the head coach during the show-cause period, the panel has the prerogative to reconsider a suspension as a condition of the show cause order.

The panel also considered the head coach's actions subsequent to leaving TCU. Specifically, the head coach took the initiative to attend a NCAA Regional Rules Seminar at his own expense. The panel noted that attendance at Regional Rules Seminars is often prescribed as a condition of show-cause orders or as a separate penalty. Based on case guidance, the penalty guidelines and the head coach's actions after departing TCU, the panel decided to reduce the length of his show-cause order from two years to one and declined to prescribe a suspension penalty.

V. PENALTIES

For the reasons set forth in Sections III, IV and V of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes this case involved Level II violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are

¹¹ Although the COI processed *Monmouth* and *Stanford* as SDRs, the panel cites these cases due to the similarity in violations.

intended to provide more than a minimal but less than a substantial or extensive recruiting or competitive advantage.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

The institution and the enforcement staff agreed that three aggravating factor and five mitigating factors were present in this case as it relates to TCU. The institution proposed a sixth mitigating factor—Bylaw 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance*. The panel determined that it did not apply. While the swimming and diving violations were detected by the institution's compliance systems, the student-athlete compensation violations were not. Specifically, the violations associated with the campus summer maintenance program occurred over the course of several summers before being discovered. The violations came to light only after a student-athlete questioned the human resources department regarding the amount of his first paycheck for the summer of 2018. The COI has regularly applied this mitigating factor when the compliance system was in place at the time of the violations *and* detected the violations. *See North Carolina Central University* (2018) (determining that the factor did not apply because the institution implemented compliance improvements after the violations); *Rutgers, The State University of New Jersey, New Brunswick* (2017) (determining that the factor did not apply because the violations went undetected over many years); and *University of Missouri, Columbia* (2016) (determining that the factor did not apply because improvements and enhancements made to the system should have been in place prior to the violations). TCU did not demonstrate that the compliance methods were in place at the time of the Physical Plant violations and detected the violations. Bylaw 19.9.4-(e) thus does not apply.¹²

The head coach and the enforcement staff agreed that two aggravating factor and two mitigating factors apply to the head coach. The head coach proposed a third mitigating factor—Bylaw 19.9.4-(b), *Prompt acknowledgement of the violations and acceptance of responsibility*. The panel determined that it did not apply because the head coach claimed he misunderstood NCAA legislation violated in this case, but information in the SDR indicated that he received appropriate education from TCU's compliance staff. The COI has similarly determined that this factor did not apply to another head coach in a recent case. *See DePaul University* (2019) (concluding that this factor did not apply because the head men's basketball coach did not acknowledge his shortcomings or accept responsibility in either his response to the notice of allegations or at the hearing).

¹² Although the COI processed *North Carolina Central* and *Missouri* as SDRs, the panel cites these cases due to the similarity in circumstances between the cases relative to the application of Bylaw 19.9.4-(e).

Based on the facts, violations and presence of aggravating and mitigating factors, the panel classified this case as Level II-Mitigated for the institution and Level II-Standard for the for the head coach. As all parties agreed to the facts and violations, the parties may not appeal the violations. The panel provided partial relief for TCU's financial penalty, so the institution may appeal that penalty only. The panel agreed to the head coach's proposal to shorten the period of his show-cause order, but because he contested the panel's original proposed penalty, he may appeal. All penalties prescribed in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered TCU's cooperation in all parts of this case and concurred with the enforcement staff that it was exemplary. In prescribing penalties, the panel also considered TCU's corrective actions, which are set forth in Appendix One. After considering all information relevant to this case, the panel prescribes the following penalties (self-imposed penalties are noted):

Core Penalties for Level II-Mitigated Violations (Bylaw 19.9.5)

1. Probation: One year of probation from December 20, 2019, through December 19, 2020. (Self-imposed.)
2. Financial penalty: A financial penalty of \$19,796. (Self-imposed.) Additionally, because of the ineligible participation of a men's basketball student-athlete in a championship event due to receipt of unearned wages in the campus summer maintenance program, the panel prescribes an additional financial penalty. Accordingly, the institution shall pay a fine equal to 10% of the value of one unit the institution earned for participation in the first round of the 2018 Division I Men's Basketball Championship.¹³

Core Penalties for Level II-Standard Violations (Bylaw 19.9.5)

3. Show-cause order: The head coach violated coaching staff limit legislation and rules pertaining to CARA. He also agreed that he failed to promote an atmosphere of compliance through his direct involvement in violations. Therefore, the head coach shall be subject to a one-year show-cause order from **December 20, 2019**, to **December 19, 2020**. If he seeks employment or affiliation in an athletically related position at an NCAA member institution during the one-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on his athletically related activity should not apply.¹⁴

¹³ The value of one unit for the 2018 tournament was \$273,529. Consequently, the 10% fine equals \$27,352. This fine is in addition to the \$19,796 the institution self-imposed as the result of overpayments to student-athletes employed in the summer maintenance program. Therefore, the total combined value of the financial penalty is \$47,148.

¹⁴ The panel decided not to prescribe a game suspension for the head coach. This is consistent with the range of suspension for Level II-Standard violations that included a head coach responsibility violation (0 to 30% of a season).

Additional Penalties for Level II-Mitigated Violations (NCAA Bylaw 19.9.7)

4. Public reprimand and censure.
5. A two-for-one penalty in the swimming and diving programs for CARA and day-off violations. Over the course of two weeks in spring 2018, student-athletes' CARA hours were reduced by double of what they initially exceeded. This ranged from a six to eight-and-a-half-hour reduction of CARA, depending on the student-athlete. Furthermore, the coaching staff was required to provide an additional day off during each of these two weeks for total of two additional days off. (Self-imposed.)
6. A reduction by one in the maximum countable coaches (from six to five) in the swimming and diving program during the 2018-19 academic year. Further, the institution did not hire a graduate assistant diving coach for the 2018-19 academic year, as allowed under recently approved NCAA legislation. (Self-imposed.)
7. During the one-year probationary period, compliance staff members, particularly any such compliance staff members with student-athlete employment oversight responsibilities, shall attend an NCAA Regional Rules Seminar. The institution's annual compliance shall identify the staff members who attended and document the sessions in which they participated.
8. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for the certification of student-athletes' eligibility for admission, financial aid, practice or competition;
 - b. Submit a preliminary report to the Office of the Committees on Infractions by **January 31, 2020**, setting forth a schedule for establishing (or continuing) this compliance and educational program;
 - c. File with the Office of the Committees on Infractions an annual compliance report indicating the progress made with this program by **November 1, 2020**. Particular emphasis should be placed on monitoring student-athlete employment, coaching staff limits and CARA. The reports must also include documentation of the institution's compliance with the penalties adopted and prescribed by the panel;
 - d. Inform prospective student-athletes in writing in the involved sport programs (football, men's basketball, women's basketball and swimming and diving) that the institution is on probation for one year and detail the violations committed. If a prospective student-athlete takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information

must be provided before a prospective student-athlete signs a National Letter of Intent; and

- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions report located on the athletic department's main or "landing" webpage. The information shall also be included in men's basketball media guides and in an alumni publication. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the infractions case; and (iii) provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.
9. At the conclusion of the probationary period, the institution's chancellor shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

The COI advises TCU and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor TCU while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if TCU does not comply or commits additional violations. Likewise, any action by TCU or the head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Carol Cartwright, Chief Hearing Officer

Stephen Madva

Joel Maturi

Kay Norton

Joseph Novak

Roderick Perry

APPENDIX ONE

CORRECTIVE ACTIONS AS IDENTIFIED IN THE INSTITUTION'S JULY 17, 2019, SUMMARY DISPOSITION REPORT

Corrective Actions – Student-Athlete Employment

Upon discovering that a football student-athlete was paid for more hours than he worked, the Athletics Compliance Office immediately requested HR to suspend processing payroll for all student-athlete employees in the Physical Plant department to ensure no student-athlete was overpaid for additional pay periods. The Compliance Office also prohibited all 13 student-athletes in the 2018 Summer Maintenance Program from working until further notice while a formal investigation was conducted in conjunction with TCU HR.

Based on the investigation's findings, TCU Athletics declared ineligible all nine then current student-athletes who were overpaid during the summers of 2017 and 2018. For some of the student-athletes, the university recouped a portion of the overpayment by withholding the pay earned in the following pay period. This practice is consistent with institutional policy for overpayment to hourly workers. All nine then current student-athletes eventually made a full payment of any remaining overpayment to a charity of their choice.

All TCU student-athletes have been prohibited from working at the Physical Plant for the foreseeable future. TCU will not allow the Physical Plant to employ student-athletes until and unless the Physical Plant can demonstrate improved systems to ensure appropriate payroll processes. Moving forward, the Athletics Compliance Office will also periodically audit work attendance/paychecks in situations where multiple student-athletes are employed in the same on- or off-campus job to determine whether there are discrepancies between hours worked and hours paid.

The NCAA Reinstatement Staff also required TCU and the nine student-athletes to:

- Withhold three of the nine current student-athletes (all football student-athletes) from the 2017 and 2018 Summer Maintenance Programs from the first 20% of regularly scheduled contests of the 2018-19 Football Season.
- Require three football student-athletes, prior to the first contest of the season, to lead a rules education session for the football team regarding NCAA legislation specific to receiving payment for work not performed and appropriate conduct related to work.
- Require all nine current student-athletes to issue a letter of apology to the Physical Plant Senior leadership of the University, including the Vice Chancellor for Finance and

Administration, the Vice Chancellor for Human Resources, the General Counsel, along with the Athletics Compliance Office, met with and counseled the senior leadership of the Physical Plant to discuss the importance of payroll, of engagement and vigilance with respect to compliance generally and NCAA compliance in particular, and the increased risk associated with employing student-athletes..

TCU's Chancellor has requested and received a report from senior athletics and university leadership, directing them to take and report on actions to ensure similar violations do not occur in the future.

Corrective Actions – Swimming and Diving Program

Upon commencement of the investigation in January 2018, TCU placed the then head swimming and diving coach on administrative leave, and upon the conclusion of the investigation, on February 13, 2018, officially separated him from TCU.

APPENDIX TWO
Bylaws Citations

2014-15 Manual

12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete:

(a) Only for work actually performed;

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

2015-16 Manual

12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete:

(a) Only for work actually performed;

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

2016-17 Manual

12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

2017-18 Manual

11.1.1.1 Responsibility of Head Coach. An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

11.7.1.1 Countable Coach. An institutional staff member or any other individual outside the institution (e.g., consultant, professional instructor) with whom the institution has made arrangements must count against coaching limits in the applicable sport as soon as the individual participates (in any manner) in any of the following:

- (a) Provides technical or tactical instruction related to the sport to a student-athlete at any time;
- (b) Makes or assists in making tactical decisions related to the sport during on-court or on-field practice or competition; or
- (c) Engages in any off-campus recruiting activities.

11.7.3 Noncoaching Staff Member with Sport-Specific Responsibilities. A noncoaching staff member with sport-specific responsibilities (e.g., director of operations, administrative assistant) is prohibited from participating in on-court or on-field activities (e.g., assist with drills, throw batting practice, signal plays) and is prohibited from participating with or observing student-athletes in the staff member's sport who are engaged in nonorganized voluntary athletically related activities (e.g., pick-up games).

11.7.6 Limitations on Number of Coaches and Off-Campus Recruiters. There shall be a limit on the number of coaches (other than graduate assistant coaches per Bylaws 11.01.3 and 11.01.4, student assistant coaches per Bylaw 11.01.5 and volunteer coaches per Bylaw 11.01.6) who may be employed by an institution and who may contact or evaluate prospective student-athletes off campus in each sport as follows:

- Men's and Women's Swimming and Diving 6

12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed;

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.

If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student- Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

16.8.1 Permissible. An institution may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

17.1.7 Time Limits for Athletically Related Activities. In all sports, the following time limitations shall apply:

17.1.7.1 Daily and Weekly Hour Limitations Playing Season. A student-athlete's participation in countable athletically related activities (see Bylaw 17.02.1) shall be limited to a maximum of four hours per day and 20 hours per week.

17.1.7.3.4 Hour-Limitation Record. Countable hours must be recorded on a daily basis for each student- athlete regardless of whether the student-athlete is participating in an individual or team sport. Any countable individual or group athletically related activity must count against the time limitation for each student-athlete who participates in the activity but does not count against time limitations for other team members who do not participate in the activity.

17.1.7.6 Required Day Off Playing Season. During the playing season, all required athletically related activities (per Bylaw 17.02.14) shall be prohibited during one calendar day per week, except during participation in one conference and postseason championship and any postseason bowl games or National Invitation Tournaments, and during participation in NCAA championships. Health and medical activities (e.g., medical evaluations or treatment for

prevention and/or rehabilitation of injuries) or activities that are academically related (e.g., meetings with academic advisor, tutoring sessions) are permitted on the day off.

17.1.7.6.1 Travel Day. A travel day related to athletics participation may not be considered as a day off. This restriction shall apply to any calendar day on which travel associated with any countable athletically related activity occurs, regardless of the distance or duration of travel.