



**UNIVERSITY OF HOUSTON
PUBLIC INFRACTIONS DECISION
December 18, 2019**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI is charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved four agreed-upon (or uncontested) violations at the University of Houston that fell into two categories: (1) academic misconduct committed by an athletics department tutor and his failure to cooperate and (2) impermissible countable athletically related activity (CARA) violations in the women's volleyball program with a related head coach responsibility violation.² The tutor did not participate in the processing of this case.

A panel of the COI considered this case through the cooperative summary disposition process in which all participating parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). The panel reviewed Houston's self-imposed penalties and corrective actions but proposed additional penalties for Houston, the former tutor and the former head coach. Houston accepted the penalties. Neither the head coach nor the tutor responded. Therefore, no party has the opportunity to appeal.

The first area of violations involved academic misconduct where a tutor wrote a total of four papers on behalf of two football student-athletes in exchange for cash payments. The tutor charged \$40 for each of the first two papers, \$45 for the third paper and \$80 for the fourth paper. Houston learned of the tutor's conduct after a graduate student teaching assistant reported that the tutor approached him about writing a paper for a student-athlete. Houston investigated the information, learned that the tutor's conduct was limited to a month-and-a-half and two student-athletes, and determined that the conduct violated its academic misconduct policy. Due to the limited nature of the conduct and the fact that the tutor acted entirely out of self-interest, the panel determines that the violations are Level II.

After he separated from Houston, the tutor refused to participate in an interview with the enforcement staff and in the processing of this case. On multiple occasions, the enforcement

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 American Athletic Conference, Houston has a total enrollment of approximately 38,000. It sponsors seven men's and 10 women's sports. This is Houston's fifth Level I, Level II or major infractions case. Houston had prior major cases in 1988, 1977, 1966 and 1964.

staff contacted the tutor to schedule an interview, but its requests largely went unanswered. When the tutor did respond, he either requested money in exchange for an interview, inquired as to whether the enforcement staff had employment opportunities or declined to participate. As a non-participating party, the tutor's violations are uncontested, and the panel determines that his failure to cooperate is Level I.

The second area of agreed-upon violations involved CARA violations in the women's volleyball program from summer 2016 through fall 2018. The CARA violations stemmed from the head coach requiring student-athletes to participate in summer camps and "pre-practice" activities. The head coach monitored the "pre-practice" activities and, on occasion, coaching staff members attended or participated in them. Over the course of nearly three years, the volleyball program exceeded CARA by a total of 39 hours. These violations are Level II.

The head coach agreed that her direct involvement in the CARA violations demonstrated that she failed to promote an atmosphere of compliance and monitor her direct and indirect reports. The panel was troubled by the fact that violations went unreported, in part, due to student-athletes' fear of retaliation from the head coach. Promoting an atmosphere of compliance includes setting the proper culture whereby all members of a program—staff and student-athletes alike—feel comfortable identifying and reporting potential violations. The head coach's conduct fell short of the membership's expectations. Like the underlying CARA violations, the head coach responsibility violation is Level II.

The panel applauds Houston's efforts in this case. Houston discovered and reported all violations. It then self-imposed meaningful and intentional penalties and corrective measures. The panel accepts the parties' factual agreements and concludes violations occurred. After considering applicable aggravating and mitigating factors, the panel classifies Houston's case as Level II-Mitigated. The panel also classifies the tutor's and head coach's violations as Level I-Aggravated and Level II-Aggravated, respectively. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: one year of probation, a fine of \$5,000, a vacation of wins and records, CARA reductions, an eight-year show-cause order for the tutor and a two-year show-cause order that includes a head coach suspension for the head coach.

II. CASE HISTORY

The case began on September 26, 2018, when the senior associate director of athletics for compliance, academics and financial aid received information that a former athletics department tutor (tutor) contacted a graduate student teaching assistant about writing a student-athlete's paper in exchange for money. Houston immediately investigated the matter and reported potential violations to the enforcement staff in early October 2018. On November 28, 2018, the enforcement staff issued a verbal notice of inquiry and proceeded to initiate a joint investigation.

On December 12, 2018, the tutor informed the enforcement staff that he would not participate in an interview. In the middle of the investigation into the tutor's activities, the institution discovered and informed the enforcement staff of potential CARA violations involving its head women's volleyball coach (head coach). Houston and the enforcement staff continued conducting interviews in March and April 2019, and the parties agreed to process the case via summary disposition in summer 2019.

On October 29, 2019, the parties submitted the SDR to the COI.³ On November 12, 2019, and prior to the panel's consideration, the chief hearing officer (CHO) requested additional and clarifying information from the parties to facilitate the panel's timely review of the case. Generally, the CHO requested information in four areas: (1) further rationale surrounding the proposed level for the agreed-upon academic misconduct violations; (2) additional exhibits to the SDR; (3) a confirmation of applicable CARA bylaws; and (4) the head coach's final position on the potential aggravating factors.⁴ On November 19, 2019, the enforcement staff responded addressing the first three requests. The following day, counsel for the head coach submitted her final position. On November 21, 2019, a panel considered the case via teleconference. The following day, the panel proposed additional penalties to Houston, the tutor and the head coach. Houston accepted the penalties. The tutor and head coach did not respond. The panel views their non-response as an acceptance.

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.⁵ The SDR identified:

1. [NCAA Division I Manual Bylaws 12.11.1, 14.9.2, 14.9.2.1, 14.9.2.2-(a) and 16.8.1 (2017-18 and 2018-19)] (Level II)

Houston and the enforcement staff agreed that during the summer term of 2018 and during the fall semester of the 2018-19 academic year, the tutor committed

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 The head coach originally "agreed in part" with two aggravating factors. COI IOP 4-10-2-1 requires parties to agree or disagree and specifically notes that partial agreements will not be considered.

⁵ 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 and other individuals.

academic misconduct when he wrote, in total, four papers for two football student-athletes in exchange for cash payment. One of the student-athletes competed and received competition-related expenses while ineligible. Specifically:

1. During the summer and fall semesters of 2018, the tutor committed academic misconduct when he completed academic work for a football student-athlete in his Human Ecosystems and Technological Change (HDCS 1300) and Freshman Composition I (ENGL 1303) classes at the institution. The tutor completed a paper for the student-athlete's HDCS 1300 class on or around July 1, 2018, in exchange for approximately \$40; completed a paper for the student-athlete's HDCS 1300 class on or around July 10, 2018, in exchange for approximately \$40; and completed a paper for the student-athlete's ENGL 1303 class on or around September 24, 2018, in exchange for approximately \$80. Houston determined that this conduct violated its academic misconduct policy. As a result of the academic misconduct, the student-athlete competed in four games, and received competition-related expenses while ineligible. [NCAA Bylaws 12.11.1, 14.9.2, 14.9.2.1, 14.9.2.2-(a) and 16.8.1 (2017-18 and 2018-19)]
 2. During the summer of 2018 semester, the tutor committed academic misconduct when he completed academic work for another football student-athlete in his HDCS 1300 class at the institution. The tutor completed a paper for the student-athlete's class on or around July 23, 2018, in exchange for approximately \$45. Houston determined that this conduct violated its academic misconduct policy. The student-athlete did not compete or receive competition-related expenses while ineligible. [NCAA Bylaws 14.9.2, 14.9.2.1 and 14.9.2.2-(a) (2017-18)]
- 2. [NCAA Division I Manual Bylaws 17.1.7.1, 17.1.7.2.1, 17.25.11 and 17.25.11.1 (2015-16 through 2018-19)] (Level II)**

Houston, the head coach and the enforcement staff agree that from the summer of 2016 through the fall of 2018 the head coach required women's volleyball student-athletes to impermissibly participate in voluntary training activities, resulting in several CARA violations. Specifically:

1. From at least the summer of 2016 through the fall of 2018, the head coach required student-athletes to work and participate in two scheduled institutional volleyball camps. As a result, the student-athletes' participation in these institutionally organized summer practice activities was impermissible out-of-season CARA. [NCAA

Bylaws 17.1.7.2.1, 17.25.11 and 17.25.11.1 (2015-16 through 2018-19)]

2. From the 2016-17 through 2018-19 academic years, the head coach required student-athletes to participate in "pre-practice," an approximately 30-minute time period before the official practice time to engage in individual workouts. On multiple occasions, the head coach and other members of the coaching staff attended or participated in "pre-practice." Because of the monitoring and occasional participation of the coaching staff in "pre-practice," this made the activity countable. When including pre-practice in the total amount of daily and weekly CARA, the women's volleyball team exceeded the maximum allowable CARA time by 56 minutes per day over 22 total days in the 2016 season, by 30 minutes per day over 16 total days in the 2017 season and by 30 minutes per day over 21 total days in the 2018 season. This resulted in approximately 39 hours of extra CARA. [NCAA Bylaw 17.1.7.1 (2016-17 through 2018-19)]

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2015-16 through 2017-18)] (Level II)

The institution, the head coach and enforcement staff agreed that from at least the summer of 2016 through the fall of 2018, the head coach is presumed responsible for the violations detailed in Violation No. 2 and did not rebut that presumption. Specifically, she did not demonstrate that she promoted an atmosphere of compliance in the women's volleyball program due to her personal involvement in the violations and her failure to ascertain whether it was permissible to require student-athletes to participate in "pre-practice" or summer activities. Additionally, the head coach knew her direct and indirect reports did not comply with NCAA legislated limits on CARA, yet she failed to report these violations to athletics compliance staff.

4. [NCAA Division I Manual Bylaws 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2018-19 and 2019-20)] (Level I)

The enforcement staff agrees that in December 2019 and continuing to the present, the tutor failed to cooperate with the enforcement staff when he refused to participate in an interview with the institution and enforcement staff. Despite several requests from the enforcement staff, including a visit to his last known address, the tutor refused to participate in an NCAA interview to discuss his involvement in or knowledge of alleged academic misconduct involving student-athletes at Houston.

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:

Houston:

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. [Bylaw 19.9.3-(g)]
- (c) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]

2. Mitigating factors [Bylaw 19.9.4]

- (a) Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties. [Bylaw 19.9.4-(b)]
- (b) Prompt self-detection and self-disclosure of the violation(s). [Bylaw 19.9.4-(a)]
- (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)]
- (e) Exemplary cooperation. [Bylaw 19.9.4-(f)]

Tutor:

1. Aggravating factors [Bylaw 19.9.3]

- (a) Multiple Level I and Level II violations. [Bylaws 19.9.3-(a) and (g)]
- (b) Unethical conduct and failing to cooperate. [Bylaw 19.9.3-(e)]
- (c) Conduct or circumstances demonstrating an abuse of trust. [Bylaw 19.9.3-(j)]
- (d) Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]
- (e) Conduct intended to generate pecuniary gain. [Bylaw 19.9.3-(l)]

2. Mitigating factor [Bylaw 19.9.4]

The absence of prior conclusions of Level I, Level II or major violations. [Bylaw 19.9.4-(h)]

Head coach:

1. Aggravating factors [Bylaw 19.9.3]

- (a) Multiple Level II violations. [Bylaw 19.9.3-(g)]

- (b) Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]

2. Mitigating factor [Bylaw 19.9.4]

The absence of prior conclusions of Level I, Level II or major violations. [Bylaw 19.9.4-(h)]

IV. REVIEW OF CASE

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 respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constitute violations, which fall into two categories: (1) a tutor's involvement in academic misconduct and subsequent unethical conduct and failure to cooperate and (2) CARA violations in the women's volleyball program that also support a head coach responsibility violation. The academic misconduct, CARA and head coach responsibility violations are Level II. The tutor's unethical conduct and failure to cooperate violations, which occurred after he separated from Houston, are Level I.

Academic Misconduct and Failure to Cooperate

Over two-and-a-half months in the summer and fall of 2018, the tutor took it upon himself to write academic papers for student-athletes for money. In total, he wrote four papers for two football student-athletes in exchange for a total of \$205.⁶ One of those student-athletes competed and received competition-related expenses while ineligible. These actions resulted in violations of Bylaws 12, 14 and 16.

Academic misconduct is addressed in Bylaw 14. The bylaw requires that all institutions develop written institutional policies and procedures for academic misconduct and investigate and adjudicate misconduct in accordance with those established policies. Bylaw 14 specifically prohibits boosters and institutional staff members, including tutors, from being involved in academic misconduct with a student-athlete. Bylaw 12 obligates institutions to withhold ineligible student-athletes from competition. Bylaw 16 permits institutions to provide competition-related expenses to eligible student-athletes but prohibits institutions from providing these expenses to ineligible student-athletes.

The tutor was an institutional employee. Acting for his own pecuniary benefit, the tutor completed limited work on behalf of two Houston football student-athletes. The tutor's conduct

⁶ Houston discovered that the tutor wrote a paper for another football student-athlete, but the student-athlete never turned in the paper. Houston determined that the conduct did not violate its academic misconduct policy.

was expressly prohibited by both Houston's tutoring policies and its written academic misconduct policy. When the tutor completed work on behalf of the student-athletes, he violated academic misconduct legislation under Bylaw 14. Further, Houston violated Bylaws 12 and 16 when it permitted an ineligible student-athlete to compete and provided him with competition-related expenses.

An important question for the panel was the appropriate level of the agreed-upon academic misconduct and related violations. As a starting point, the NCAA membership has identified academic misconduct as an example of a Level I violation. *See* Bylaw 19.1.1-(b). The parties, however, presented the violations as Level II. In determining the appropriate level, the panel considered the unique facts and circumstances of this case, appropriate bylaws, legislative and COI case guidance, and investigative considerations issued by the enforcement staff.⁷

Because the tutor was an institutional employee the institution shares responsibility for his actions that also involved Houston student-athletes. Here, however, the tutor acted entirely in self-interest by seeking compensation in exchange for academic work. He was not influenced or pressured by any athletics staff members. In that way, his conduct appears almost entirely financially motivated. He approached one of the student-athletes in a computer lab located in an off-campus apartment complex and informed him that he "writes papers." His conduct was also limited to a total of four papers over two-and-one-half months. Although similar circumstances could support Level I violations, the panel accepts the parties' proposed level that the unique facts of *this case* support Level II violations. In a previous case the COI concluded that academic misconduct violations are Level II. *See for example University of Oregon* (2018) (concluding, based on the limited scope of the violation, that an adjunct instructor's one-time grade change for a women's track student-athlete, which occurred without the knowledge of any athletics staff members and was contingent upon her completing academic work at a later time, constituted a Level II violation). Based on the facts of this case and consistent with the definition outlined in Bylaw 19.1.2, the panel determines that the limited nature of the conduct results in Level II violations.

As a result of his involvement in academic misconduct, the tutor was a central character in Houston and the enforcement staff's investigation. The tutor, however, refused to cooperate with the investigation in this case. He was the central figure in the academic misconduct violations. He had first-hand information relevant to the investigation. However, rather than fulfill his obligation to cooperate as a former institutional employee, he refused. The tutor's unethical conduct resulted in post-separation Level I violations of Bylaws 10 and 19.

⁷ In its response to the CHO's request for additional information, the enforcement staff included a 2016 memorandum from the vice president of enforcement to the NCAA membership outlining factors the enforcement staff considers when drafting academic misconduct allegations. Those include differences among staff members who commit academic misconduct and how far removed the actor may be from leadership positions and affected sports programs. Although informative as to how the enforcement staff alleges potential academic misconduct violations, the memorandum is not binding on the COI and it is not a bylaw or interpretation.

Bylaw 10 regulates ethical conduct with Bylaw 10.1 outlining a number of behaviors the NCAA membership has identified as examples of unethical conduct. Among other examples, Bylaw 10.1-(a) identifies the refusal to furnish information relevant to an investigation of possible violations when requested to do so as unethical conduct. Similarly, Bylaw 19.2.3 places an affirmative obligation on current and former institutional staff members to further the objectives of the Association and its infractions program. Pursuant to Bylaw 19.2.3.2, the NCAA membership has identified that failure to satisfy this obligation could result in an independent violation and/or aggravating factor.

The NCAA's infractions process is built upon the cooperation of individuals with information related to the case. In that way, the NCAA membership has placed an affirmative obligation upon all current and former staff members—tutors included—to completely and truthfully participate in its infractions program and has designated the failure to do so as an example of a Level I violation. *See* Bylaw 19.1.1-(c). The tutor failed to meet those obligations, violating Bylaws 10.1, 19.2.3 and 19.2.3.2. The COI has consistently concluded that individuals who fail to cooperate commit Level I violations. *See University of the Pacific* (2017) (concluding that an assistant coach and special assistant committed Level I violations when they failed to cooperate with the investigation) and *University of Southern Mississippi* (2016) (concluding that a graduate assistant with pertinent information to underlying academic misconduct allegations committed Level I violations when he failed to cooperate with the investigation, did not submit a response to the NOA and did not attend the infractions hearing). Consistent with Bylaw 19.1.1-(c), the tutor's refusal to participate in any phase of this case establishes a post-separation Level I violation.

Impermissible CARA in Women's Volleyball and Head Coach Responsibility

Over roughly a two-and-one-half year period, the head coach required volleyball student-athletes to participate in what should have been voluntary activity. Because the head coach required the activities, they became CARA. As a result, the women's volleyball program engaged in impermissible out-of-season activity and exceeded in-season hourly limits. These activities resulted in Level II violations of Bylaw 17.

Bylaw 17 details regulations around the playing and practice season, which includes CARA limitations. Among other limitations, Bylaw 17 limits in-season CARA to no more than four hours per day and 20 hours per week and prohibits CARA during institutional vacation periods and summer. As it relates to volleyball, the bylaw also prohibits student-athletes and coaches from engaging in CARA outside of the declared practice season and during the summer.

The CARA violations fell into two categories: summer camps and "pre-practice" activities. The mandatory participation in summer camps occurred over three summer vacation periods. During the summer, the institution offered two institutional volleyball camps. The head coach required her student-athletes to participate in an effort to represent the program to any prospects who attended. Because the head coach required her student-athletes to participate in the camps during the summer vacation period, violations of Bylaws 17 occurred. Similarly, over roughly the same period, the head coach required student-athletes to participate in "pre-practice" activities prior to regularly scheduled practice. The head coach and other coaches occasionally

attended and participated in the activities where they worked on various drills with the team. The required activity led to the women's volleyball program exceeding daily and weekly hourly limits by approximately 39 hours over three seasons in violation of Bylaw 17.

Recently, the COI has concluded that voluntary activity becomes CARA when coaches require, participate or monitor activity that occurs during the summer vacation period or does not align with daily and weekly in-season limitations. See *University of California, Santa Barbara (UCSB)* (2019) (concluding that Level II violations occurred when a head coach required student-athletes to log training activity during the summer and their off days and the head coach monitored their progress and, on occasion, disciplined student-athletes who did not complete their logs) and *University of Connecticut* (2019) (concluding that Level II violations occurred when student managers recorded statistics for preseason pickup basketball games and provided those statistics to the men's basketball staff, exceeding CARA limitations).⁸ Consistent with Bylaw 19.1.2 and these cases, the panel concludes that the CARA violations are Level II.

The head coach agreed that her direct involvement in requiring student-athletes to participate in summer camps and "pre-practice" and knowledge that her program did not comply with CARA limitations established a head coach responsibility violation. Based in part on the culture established by the head coach, student-athletes recognized potential CARA violations but failed to report them to the compliance staff out of fear of retaliation from the head coach. The head coach agreed that she failed to rebut her presumed responsibility and her actions resulted in a Bylaw 11 violation.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of compliance and (2) to monitor direct and indirect staff. Head coaches are presumed responsible for the violations in their programs but can rebut that presumption by showing they promoted an atmosphere of compliance and monitored their staff.

The head coach agreed that she did not rebut her presumed responsibility in this case. The head coach agreed that she was directly involved in the underlying violations. She also knew her staff members participated in required "pre-practice" but neither recorded the activity on her CARA logs nor reported their participation to compliance. Thus, the head coach could not rebut her presumed responsibility for the violations in her program by demonstrating that she promoted and atmosphere of compliance and monitored her direct and indirect reports.

The panel calls specific attention to the fact that women's volleyball student-athletes concealed CARA violations from the compliance staff out of fear of repercussions from the head coach. Inherent in promoting an atmosphere of compliance is setting the proper tone throughout the program—from the head coach down. That includes coaches, staff and student-athletes alike having the freedom to report concerns to compliance and athletics administration. A culture of

⁸ Certain aspects of the *UCSB* and *Connecticut* decisions are on appeal. The Level II CARA violations are not directly part of those appeals.

secrecy and intimidation fails to meet the membership's expectation of head coaches. Such actions threaten the core values of the Association and are detrimental to the student-athlete experience.

Bylaw 19.1.2-(e) establishes that head coach responsibility violations that derive from underlying Level II violations are also Level II. The COI has regularly concluded that underlying Level II CARA violations establish Level II head coach responsibility violations. *See UCSB* (concluding that the head track coach failed to promote an atmosphere of compliance in his program when he required student-athletes to log their "voluntary" activity during the offseason and summer and monitored their performance logs) and *San Jose State University* (2018) (concluding, in an SDR, that the head baseball coach failed to rebut the presumption of responsibility when he directed and supervised student-athletes' participation in CARA that exceeded time limits and routinely submitted inaccurate CARA logs).⁹ Consistent with Bylaw 19.1.2-(e) and past similar cases, the panel concludes that the head coach responsibility violation is Level II.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the parties' agreed-upon factual basis and violations and concludes this case involved Level II violations for Houston and the head coach. Level II violations are significant breaches of conduct that provide (or are intended to provide) more than a minimal but less than a substantial impermissible benefit or competitive advantage. Here, both the academic misconduct and CARA violations met that definition. After Houston separated from the tutor, the tutor failed to cooperate with the investigation. Although his involvement in the academic misconduct resulted in Level II violations, his refusal to cooperate in the investigation and processing of this case resulted in Level I unethical conduct and failure to cooperate violations.

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.

Houston and the enforcement staff agreed that three aggravating and five mitigating factors applied to this case. Houston, however, requested minimal weight be assigned to the three aggravating factors—Bylaws 19.9.3-(b), (g) and (h)—and significant weight be assigned to two mitigating factors—Bylaws 19.9.4-(b) and (f). The panel assigns full weight to all factors except Bylaw 19.9.3-(b).

⁹ Although the COI processed *San Jose State* as an SDR, the panel cites the case due to the similarity in violations.

The panel assigns minimal weight to Bylaw 19.9.3-(b), *a history of Level I, Level II or major violations*. Although this case marks the fifth Level I, Level II or major infractions case, it has been more than 30 years since Houston's most recent infractions case. The COI has regularly applied this aggravating factor but assigned minimal weight when decades have elapsed between an institution's current and most recent case. *See DePaul University* (2019) (applying Bylaw 19.9.3-(b) but assigning it minimal weight when 25 years had passed between cases), *Alabama A&M University* (2018) (assigning minimal weight when 30 years had passed between cases); and *University of San Francisco* (2018) (same).¹⁰ Because over 30 years have passed since Houston's last case, the panel applies minimal weight to Bylaw 19.9.3-(b).

The panel applies full weight to Bylaw 19.9.3-(g), *Multiple Level II violations* and Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violations or related wrongful conduct*. With regard to Bylaw 19.9.3-(g), this case involved three Level II violations carried out by institutional staff members—academic misconduct, impermissible CARA and head coach responsibility. Thus, Houston shares culpability for their actions. The panel recognizes that the tutor acted out of self-interest and away from campus. As previously explained, the panel took those facts into consideration when determining the violation was Level II as opposed to Level I. The COI has recently applied Bylaw 19.9.3-(g) with full weight where there were multiple Level II violations, including head coach responsibility. *See DePaul* and *UCSB*.

Further, Bylaw 19.9.3-(h) applies and is afforded full weight. Houston asserted that the violations in this case did not have any "institution involvement." The panel disagrees. This case involved a head coach who, while operating in her official capacity, was directly involved with CARA violations. The COI has routinely stated that institutions operate through their employees and institutions cannot shield themselves from accountability, especially when staff members are operating in their official capacity. *See DePaul* (declining the institutions request to apply minimal weight to Bylaw 19.9.3-(g) and specifically emphasizing that institutions remain responsible for their employees, particularly coaches). The panel applies full weight to Bylaw 19.9.3-(g).

Houston also requested the panel attribute significant weight to Bylaw 19.9.4-(b), *Prompt acknowledgement of the violation(s), acceptance of responsibility and imposition of meaningful corrective measures and/or penalties*, and Bylaw 19.9.4-(f), *Exemplary cooperation*. The panel notes the model behavior of Houston throughout the investigation and processing of this case. Specifically, Houston discovered and reported both of the underlying violations in this case, accepted responsibility for those violations and undertook an intentional effort to self-impose meaningful penalties and corrective actions in accordance with the membership's penalty guidelines and past cases. Those actions result in the application of multiple, but related, mitigating factors—mainly, Bylaws 19.9.4-(a), (b) and (f)—that led the panel to classify this

¹⁰ Although the COI processed *Alabama A&M* and *San Francisco* as SDRs, the COI's analysis associated with the applicability of Bylaw 19.9.3-(b) is relevant to this case because those cases also dealt with multiple decades between the institutions' current case and most recent case.

case as Level II-Mitigated. When compared with a recent case involving academic misconduct violations, the facts and circumstances support full, not significant, weight. *See University of Northern Colorado* (2017) (noting Bylaws 19.9.4-(b) and (f) applied and specifically applauded Northern Colorado's efforts to search coaches' offices, inventory items found, image computer drives and email accounts and obtain student-athletes' work submitted to other institutions when investigating potential academic misconduct).¹¹ The panel applies full weight to all mitigating factors in this case.

The head coach and the enforcement staff did not agree to all potential factors. In addition to the two agreed-upon aggravating factors and one agreed-upon mitigating factor identified in Section III, the enforcement staff identified two additional aggravating factors that could apply to the head coach's violations: (1) Bylaw 19.9.3-(j), *Conduct and circumstances demonstrating an abuse of position of trust*, and (2) Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution or bylaws*. The head coach disagreed with both factors. She also proposed three potential mitigating factors: (1) Bylaw 19.9.4-(f), *Exemplary cooperation*; (2) Bylaw 19.9.4-(g), *The violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices*; and (3) Bylaw 19.9.3-(i), *Other facts warranting a lower penalty range*. The panel determines that the aggravating but not the mitigating factors apply to the head coach's violations.

With respect to Bylaw 19.9.3-(j), head coaches are in a unique position of trust. They are the head of the sport program. Therefore, when head coaches act contrary to NCAA legislation and do not foster a culture of rules compliance their actions demonstrate an abuse of trust. The COI has regularly applied this factor to head coaches, assistant coaches, tutors and others who actively participate in violations. *See DePaul and Rutgers, The State University of New Jersey, New Brunswick* (2017).

Similarly, the COI has consistently applied Bylaw 19.9.3-(m) when involved individuals knowingly engage in violations. *See Oregon* (applying Bylaw 19.9.3-(m) to a director of operations who engaged in impermissible coaching activities when he knew they were impermissible) and *University of Utah* (2018) (applying the factor in an SDR when the head coach disagreed that it should apply because the head coach knew a director of operations could not participate in coaching activities but he permitted him to do so over a three-year period).¹² The head coach knew that requiring her student-athletes to attend summer camps and having staff members present at "pre-practice" made those activities countable. Despite that knowledge, she failed to document and report the activities as CARA or discuss it with the compliance staff. Therefore, the factor applies.

¹¹ Based on when the violations occurred, the COI applied the former penalty structure in *Northern Colorado*. In reaching that decision, however, the COI conducted a penalty analysis under both the former and current penalty structures. The COI's analysis with respect to applicable mitigating factors remains relevant.

¹² Although the COI processed *Utah* (2018) as an SDR, the COI's analysis associated with the applicability of Bylaw 19.9.3-(m) is relevant to this case because the COI applied Bylaw 19.9.3-(m) to both the involved individual and institution where the head coach knew his conduct violated NCAA rules.

The panel determines that the head coach's proposed mitigating factors do not apply. With respect to Bylaw 19.9.4-(f), the head coach did not demonstrate any actions that rose above and beyond her affirmative obligation to cooperate under Bylaw 19.2.3. The COI has previously declined to apply this factor to head coaches who did not immediately bring potential violations to the attention of the compliance staff. *See Utah* (2019) (declining to apply Bylaw 19.9.4-(f) to the head basketball coach in an SDR when he failed to alert the compliance staff of potential violations for three years but met his obligation to cooperate once the investigation began).¹³ In this case, the CARA violations went undetected for nearly three years in part due to the head coach's intimidation of her student-athletes. The panel determines the head coach met, but did not exceed, her obligation to cooperate.

Similarly, the panel determines that Bylaw 19.9.4-(g) does not apply. Although the conduct was a deviation from otherwise compliant practices, the head coach knew when she required the attendance and participation of her student-athletes at summer and "pre-practice" activities she triggered countable activity. She failed to count this activity over a three-year period. Thus, her conduct was neither unintentional nor was it limited in scope. The COI has consistently required parties to demonstrate all three aspects of Bylaw 19.9.4-(g). *See Oregon* (declining to apply the factor for both head basketball coaches because the violations that occurred in their programs were not limited nor were the women's basketball violations unintentional). The mitigating factor does not apply.

Finally, the panel declines to apply Bylaw 19.9.4-(i). The head coach identified personal and tragic circumstances since separating from Houston. While the panel is mindful of the personal circumstances endured by the head coach, these circumstances were not present at the time she engaged in NCAA violations. The COI has previously declined to attribute difficult personal circumstances to Bylaw 19.9.4-(i). *See Brigham Young University* (2018) (declining to apply Bylaw 19.9.4-(i) in an SDR to the institution when it claimed the violations occurred, in part, due to significant personal circumstances of a student-athlete that led him to a lapse in judgement) and *Rutgers* (declining to apply the factor to an involved individual who claimed that he had not been able to secure coaching employment as a result of the pending case). Like those cases, the panel declines to apply Bylaw 19.9.4-(i) to the head coach's conduct.

The tutor did not participate in this process. Therefore, the panel accepts the enforcement staff's six proposed aggravating factors and one proposed mitigating factor.

After considering the weight and number of applicable factors, the panel classifies Houston's case as Level II-Mitigated. The panel also classifies the head coach's violations as Level II-Aggravated and the tutor's violations as Level I-Aggravated.

¹³ Although the COI processed *Utah* (2019) as an SDR, the COI's analysis associated with the applicability of Bylaw 19.9.4-(f) is relevant to this case like the present case, the head coach failed to disclose potential violations to the compliance staff.

Houston and the head coach agreed to the facts, violations and the panel's additional penalties. The tutor did not participate in the processing of this case nor did he respond to the panel's proposed show-cause order. Therefore, no party has the opportunity to 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 Houston's cooperation in all parts of this case and accepts the parties' agreement that Bylaw 19.9.4-(f), *Exemplary cooperation*, applied to this case. Houston exceeded its obligation under Bylaw 19.2.3. The panel specifically notes Houston's efforts to detect and self-report all of the violations in this case. With respect to the academic misconduct, Houston discovered the conduct within two months of the first occurrence.

The panel also considered Houston's corrective actions, which are set forth in Appendix One, in prescribing penalties. The panel applauds Houston's efforts to review the facts and circumstances of its case, identify and report the underlying violations, and self-impose meaningful penalties within the penalty guidelines as well as additional penalties specifically aimed at addressing the violations in this case. 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 18, 2019, through December 17, 2020.¹⁴
2. Financial penalty: Houston shall pay a fine of \$5,000. (Self-imposed.)¹⁵

Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.5)

3. Show-cause order: The athletics department tutor committed academic misconduct when, in violation of Houston's Athletic Tutoring Services Handbook and Academic Integrity Policy, he completed papers for student-athletes in exchange for cash payment. The tutor wrote four papers on behalf of two student-athletes in exchange for a total of \$205. Later, the tutor violated a fundamental cornerstone of the NCAA's infractions process when he refused to cooperate in the investigation and participate in an interview. Pursuant to Bylaw 19.2.3, all current and former institutional staff members have an affirmative obligation to cooperate fully and assist the enforcement staff and COI to further the objectives of the Association's infractions program. The tutor failed to meet his obligation.

¹⁴ Houston proposed a one-year probationary period. Institutions may propose probationary periods, but the authority to prescribe NCAA probation rests solely with the COI. Periods of probation always commence with the release of the infractions decision.

¹⁵ The fine shall be paid consistent with COI Internal Operating Procedures 5-15-4 and 5-15-4-1.

Therefore, he shall be subject to an eight-year show-cause order from December 18, 2019, through December 17, 2027. Pursuant to COI Internal Operating Procedures (IOP) 5-15-3-1, if the tutor seeks employment or affiliation with an athletically related position at an NCAA member institution during the eight-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Although each case is unique, the show-cause order is consistent with previously Level I-Aggravated show-cause orders where involved individuals refuse to cooperate with the investigation. *See University of the Pacific* (2017) (prescribing eight-year and seven-year show-cause orders for an assistant coach and special assistant, respectively, for their involvement in providing impermissible inducements and failing to cooperate with the investigation) and *University of Southern Mississippi* (2016) (prescribing a seven-year show-cause order for a graduate assistant who engaged in academic misconduct violations and refused to cooperate with the investigation, failed to submit a response to the notice of allegations and did not attend the infractions hearing). Failing to cooperate is a severe violation and undermines the NCAA's infractions process. The prescribed show-cause order addresses the severity of the violation and aligns with similar penalties in recent cases.

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

4. Show-cause order: The head coach was personally involved in CARA violations for roughly a two-and-a-half-year period. During this time, she failed to promote an atmosphere of compliance and failed to meet monitoring expectations the membership has placed on head coaches. Therefore, the head coach shall be subject to a two-year show-cause order from December 18, 2019, through December 17, 2021. Should the head coach become employed in an athletically related position at an NCAA member institution during the two-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on all athletically related activities should not apply.

Head coach restriction: The head coach admitted that she violated Bylaw 11 head coach responsibility violation when she failed to promote an atmosphere of compliance and failed to ascertain whether it was permissible to require student-athletes to participate in pre-practice or summer activities. Further, she knew that her staff did not comply with NCAA legislated limits on CARA and did not report these violations to the compliance staff. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should the head coach become employed in an athletically related position at an NCAA member institution during the two-year show-cause period, the head coach shall be suspended from 30 percent of contests during the first season in which she is hired. The suspension shall run concurrently with the show-cause order.

Although each case is unique, the show-cause order and head coach restriction are consistent with the ranges of penalties prescribed in previous cases for Level II-Aggravated violations. *See Sam Houston State University* (2017) (prescribing a three-year show-cause order that included a 30 percent suspension); *Florida International University* (2017) (prescribing a two-year show-cause order that included a 50 percent suspension); and *California State University, Sacramento* (2015) (prescribing a three-year show-cause order, which included a 30 percent suspension, for his direct involvement in CARA violations).¹⁶ The COI's penalty aligns with these past cases.

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

5. Public reprimand and censure through the release of the public infractions decision.
6. Vacation of team and individual records: Houston acknowledged that a football student-athlete competed while ineligible as a result of the academic misconduct violations detailed in Violation No. 1. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-6, Houston shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athlete competed from the time he became ineligible through the time he was reinstated as eligible for competition.¹⁷ (Self-imposed.) This order of vacation includes all regular season competition and conference tournaments. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time they were ineligible, Houston's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athlete shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, Houston's records regarding its football program, as well as the records of the head football coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationary, banners displayed in areas accessible to the public and any other forum in which they may

¹⁶ Although the COI processed these cases as SDRs, they are instructive with respect to penalties because penalties are not included in the parties' agreements.

¹⁷ Pursuant to Bylaw 19.9.7-(g), the COI may prescribe vacation of records when a student-athlete competes while ineligible. Among other examples, vacation is particularly appropriate when a case involves academic misconduct or serious intentional violations. *See* COI IOP 5-15-6. None of these factors, however, are necessary for the COI to prescribe the penalty. *See Brigham Young University, NCAA Division I Infractions Appeals Committee Report No. 506* (2019). The COI has consistently prescribed vacation in cases in which academic violations resulted in ineligible competition. *See Oregon; Northern Colorado; and Pacific.*

appear. Any trophies awarded by the NCAA in football shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA Media Coordination and Statistics office and appropriate conference officials to identify the specific student-athlete and contests impacted by the penalties. In addition, the institution must provide the NCAA Media Coordination and Statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

7. Reduction in permissible CARA by two hours during the fall 2019 championship segment for the women's volleyball program. (Self-imposed.)¹⁸
8. Houston did not allow the women's volleyball program to engage in CARA for a total of 17 days during spring 2019. (Self-imposed.)
9. The women's volleyball program only participated in two of the possible four dates of competition in spring 2019. (Self-imposed.)
10. During the period of probation, Houston 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 institutional staff members with responsibility for recruiting and certification legislation;
 - b. Submit a preliminary compliance report to the OCOI by January 31, 2020, setting forth a schedule for establishing the compliance and education program;
 - c. File with the OCOI an annual compliance report indicating the progress made with this program by November 1, 2020. Particular emphasis shall be placed on education and monitoring related to student-athlete tutoring and CARA;
 - d. Inform prospects in the football and women's volleyball programs in writing that Houston is on probation for one year and detail the violations committed. If a prospect

¹⁸ This reduction represents a two-for-one penalty after also considering the reductions that occurred in spring of 2019. *See* Penalty Nos. 8 and 9.

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 the prospect signs an NLI; 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 programs and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the affected sports programs. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

11. Following the receipt of the final compliance report and prior to the conclusion of probation, Houston's president shall provide a letter to the COI affirming that Houston's current athletics policies and practices conform to all requirements of NCAA regulations.

The COI advises Houston, the tutor and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Houston 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 Houston does not comply or commits additional violations. Likewise, any action by Houston, the tutor and 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

Michael F. Adams
William B. Bock, III
Carol Cartwright, Chief Hearing Officer
Joel Maturi
Joseph Novak
Roderick Perry
E. Thomas Sullivan

APPENDIX ONE

**HOUSTON'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE OCTOBER 29, 2019,
SUMMARY DISPOSITION REPORT**

In addition to its self-imposed penalties, Houston has:

1. On February 27, 2019, the then volleyball head coach and assistant coaches were relieved of their duties.
2. The former tutor is precluded from working in the athletics department in any capacity in the future.
3. The institution increased education and training with student-athletes, with a focus on student-athlete advisory committees and coaches on playing and practice season regulations.
4. The institution included practice log questions in the annual time management review meetings.
5. The institution increased education and training with student-athletes and coaches on academic misconduct.
6. The institution increased education with tutoring staff, including both new and returning tutors, on academic misconduct, academic assistance and university policies in relation to academic dishonesty.
7. The institution will increase monitoring of CARA and tutoring activities.
8. The institution will increase education with head coaches regarding head coach accountability.
9. The institution will send practice logs to all student-athletes on the team weekly rather than a selected number of student-athletes.
10. The institution will expand the exit interview process to detect student-athlete compliance questions and concerns.

APPENDIX TWO
Constitution and Bylaw Citations

Division I 2015-16 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.

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.

17.1.7.2.1 Institutional Vacation Period and Summer. A student-athlete may not participate in any countable athletically related activities outside the playing season during any institutional vacation period and/or summer. Strength and conditioning coaches who are not countable coaches and who perform such duties on a department-wide basis may design and conduct specific workout programs for student-athletes, provided such workouts are voluntary and conducted at the request of the student-athlete.

17.25.11 Out-of-Season Athletically Related Activities. Student-athletes and members of the coaching staff shall not engage in countable athletically related activities outside the institution's declared playing season per Bylaw 17.25.1 except as permitted in Bylaw 17.1.7.2.

17.25.11.1 Summer Practice. Volleyball practice that is organized or financially supported by a member institution shall be prohibited during the summer unless specifically authorized in the bylaws (e.g., foreign tour) or through official interpretations. An institution may pay fees associated with the use of institutional practice and competition facilities by student-athletes engaged in voluntary athletically related activities in their sport.

Division I 2016-17 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.

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Division I 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.

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.

14.9.2 Post-Enrollment Academic Misconduct.

14.9.2.1 Student-Athlete. A student-athlete shall not be involved in:

- (a) Academic misconduct involving a current or former institutional staff member or representative of athletics interests;
- (b) Academic misconduct, without the involvement of a current or former institutional staff member or representative of athletics interests, that results in:
 - (1) An erroneous declaration of eligibility to participate in intercollegiate athletics and the student-athlete subsequently competes for the institution while ineligible;
 - (2) An erroneous declaration of eligibility to receive financial aid and the student-athlete subsequently receives financial aid while ineligible; or

- (3) The erroneous awarding of an Academic Progress Rate point; or
- (c) Academic misconduct involving the alteration or falsification of a student-athlete's transcript or academic record.

14.9.2.2 Institutional Staff Member or Representative of Athletics Interests. A current or former institutional staff member or a representative of an institution's athletics interests shall not be involved (with or without the knowledge of the student-athlete) in:

- (a) Academic misconduct related to a student-athlete.

16.8.1 Permissible. [A] An institution, conference or the NCAA 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.

17.1.7.1 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.

17.1.7.2.1 Institutional Vacation Period and Summer. A student-athlete may not participate in any countable athletically related activities outside the playing season during any institutional vacation period and/or summer. Strength and conditioning coaches who are not countable coaches in the student-athlete's sport may design and conduct specific workout programs for a student-athlete, provided such workouts are voluntary and conducted at the request of the student-athlete.

17.25.11 Out-of-Season Athletically Related Activities. Student-athletes and members of the coaching staff shall not engage in countable athletically related activities outside the institution's declared playing season per Bylaw 17.25.1 except as permitted in Bylaw 17.1.7.2.

17.25.11.1 Summer Practice. Volleyball practice that is organized or financially supported by a member institution shall be prohibited during the summer unless specifically authorized in the bylaws (e.g., foreign tour) or through official interpretations. An institution may pay fees associated with the use of institutional practice and competition facilities by student-athletes engaged in voluntary athletically related activities in their sport.

Division I 2018-19 Manual

10.1 Unethical Conduct.

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

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.

14.9.2 Post-Enrollment Academic Misconduct.

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- (a) Academic misconduct involving a current or former institutional staff member or representative of athletics interests;
- (b) Academic misconduct, without the involvement of a current or former institutional staff member or representative of athletics interests, that results in:
 - (1) An erroneous declaration of eligibility to participate in intercollegiate athletics and the student-athlete subsequently competes for the institution while ineligible;
 - (2) An erroneous declaration of eligibility to receive financial aid and the student-athlete subsequently receives financial aid while ineligible; or
 - (3) The erroneous awarding of an Academic Progress Rate point; or
- (c) Academic misconduct involving the alteration or falsification of a student-athlete's transcript or academic record.

14.9.2.2 Institutional Staff Member or Representative of Athletics Interests. A current or former institutional staff member or a representative of an institution's athletics interests shall not be involved (with or without the knowledge of the student-athlete) in:

- (a) Academic misconduct related to a student-athlete.

16.8.1 Permissible. An institution, conference or the NCAA 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.

17.1.7.1 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.

17.1.7.2.1 Institutional Vacation Period and Summer. A student-athlete may not participate in any countable athletically related activities outside the playing season during any institutional vacation period and/or summer. Strength and conditioning coaches who are not countable coaches in the student-athlete's sport may design and conduct specific workout programs for a

student-athlete, provided such workouts are voluntary and conducted at the request of the student-athlete.

17.25.11 Out-of-Season Athletically Related Activities. Student-athletes and members of the coaching staff shall not engage in countable athletically related activities outside the institution's declared playing season per Bylaw 17.25.1 except as permitted in Bylaw 17.1.7.2.

17.25.11.1 Summer Practice. Volleyball practice that is organized or financially supported by a member institution shall be prohibited during the summer unless specifically authorized in the bylaws (e.g., foreign tour) or through official interpretations. An institution may pay fees associated with the use of institutional practice and competition facilities by student-athletes engaged in voluntary athletically related activities in their sport.

19.2.3 Responsibility to Cooperate. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

19.2.3.2 Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. Institutional representatives and the involved individual may be requested to appear before a hearing panel of the Committee on Infractions at the time the allegation is considered.

Division I 2019-20 Manual

10.1 Unethical Conduct.

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

19.2.3 Responsibility to Cooperate. Institutions, current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an

affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to:

- (a) Affirmatively reporting instances of noncompliance to the Association in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- (b) Timely participation in interviews and providing complete and truthful responses;
- (c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- (d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- (e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation;
- (f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions; and
- (g) Instructing legal counsel and/or other representatives to also cooperate fully.

19.2.3.2 Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. Institutional representatives and the involved individual may be requested to appear before a hearing panel of the Committee on Infractions or the Independent Resolution Panel at the time the allegation is considered.