

NEGOTIATED RESOLUTION¹

University of Iowa – Case No. 01070

May 20, 2020

I. CASE SYNOPSIS

The University of Iowa, former head women's volleyball coach (head coach) and NCAA enforcement staff agree that in June 2017, the head coach violated the NCAA principles of ethical conduct when he knowingly provided an impermissible inducement of approximately \$2,000 in cash to a then women's volleyball prospective student-athlete. The institution, head coach and enforcement staff further agree that the head coach did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement in the violations.

Specifically, after her sophomore year at another Division I institution, the prospect decided to transfer to Iowa. She arrived in the locale of the institution near the end of May 2017, at which time she first learned she was not academically eligible to receive athletics aid due to academic deficiencies that spring which would require summer coursework. While the prospect obtained a loan to pay for the summer course tuition, she also contacted members of the women's volleyball staff to inquire about part-time employment opportunities to assist with her living expenses over the summer.

The prospect reported that the head coach said she should focus on her academics instead of getting a job so she would be eligible for the fall semester. The head coach reported he felt responsible for the prospect because he had also recruited her to the other Division I institution but left before she enrolled.² Therefore, to help with her living expenses, the head coach provided the prospect with cash on two occasions. On June 8, 2017, the head coach's personal bank records show he withdrew \$1,500. That same day, the head coach exchanged texts with the prospect asking where she was and stating he had something to give her. The head coach drove to the prospect's apartment and, when she came outside, he provided her with an envelope containing \$1,500. On a separate occasion, the prospect asked the head coach for money and they met in his office, where he gave her an envelope containing \$500 in cash.³ The head coach reported that he originally intended the money to be an advance for wages the prospect would earn working at his volleyball camp later that summer. However, all parties agree that the prospect was also paid for working the volleyball camp and the advance was not paid back.

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure 4-9-1-2. These modifications did not affect the substance of the agreement. In addition, pursuant to NCAA Bylaw 19.5.12.4, this agreement has no precedential value.

² The head coach served as the head women's volleyball coach at the other Division I institution from 2008 to 2014 and recruited the prospect to that institution. However, prior to the prospect's enrollment at the other institution, the head coach accepted the head women's volleyball coach position at Iowa. All parties agree that the head coach did not impermissibly contact the prospect prior to her receiving a transfer release from the other Division I institution.

³ The prospect could not recall the specific order or dates of the meetings but consistently reported she received \$1,500 on one occasion and \$500 on a separate occasion. The head coach could only recall the meeting outside of the prospect's apartment but acknowledged the meeting in his office likely happened if that was what the prospect recalled.

Neither the prospect nor the head coach told anyone at the institution about his provision of cash when it occurred. Instead, on May 1, 2019, the prospect met with the associate director of athletics for student-athlete academic services (associate director for academic services) for a required end of the year meeting. During that meeting, the prospect told the associate director for academic services that the head coach had provided her with cash to cover living expenses during the summer of 2017. The associate director for academic services reported the information to the associate director of athletics of compliance and the institution immediately initiated an internal investigation.⁴ After Iowa submitted a self-report to the enforcement staff on June 13, 2019, the institution and enforcement staff conducted a collaborative investigation.

The head coach acknowledges as part of this negotiated resolution agreement that, due to his direct participation in the violation, he did not promote an atmosphere of compliance, which constitutes a violation of head coach control legislation. However, the parties also acknowledge that there was no information developed during the investigation that indicated any other violations and/or pattern of noncompliance within his program.

II. PARTIES' AGREEMENTS

A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1 and 13.2.1.1-(e) (2016-17) and 12.11.1 and 16.8.1 (2017-18 and 2018-19)] (Level II)

The institution, head coach and enforcement staff agree that in June 2017, the head coach violated the NCAA principles of ethical conduct when he knowingly provided an impermissible inducement of \$2,000 in cash to the prospect. Specifically, the prospect, a transfer student-athlete, learned she was ineligible to receive summer athletics aid due to academic deficiencies after moving to the locale of the institution. The head coach initially provided \$1,500 and then an additional \$500 in cash to the prospect to assist with her living expenses until she was academically eligible to receive athletics aid. As a result of the impermissible inducement, the prospect subsequently competed in 33 contests and received actual and necessary expenses while ineligible.

2. [NCAA Division I Manual Bylaws 11.1.1.1 (2016-17 through 2018-19)] (Level II)

The institution, head coach and enforcement staff agree that beginning in June 2017, the head coach is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 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.

⁴ On May 20, 2019, the institution suspended the head coach for 30 days to evaluate the reported violations and the head coach's employment. Iowa ultimately terminated the head coach on June 19, 2019.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II–Mitigated for the institution and Level II–Aggravated for the head coach.

Institution:

1. Aggravating factors (Bylaw 19.9.3).
 - a. History of Level I, Level II and major violations by the institution [Bylaw 19.9.3-(b)].⁵
 - b. Multiple Level II violations [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 acknowledgement of the violation, acceptance of responsibility, and imposition of meaningful corrective action and/or penalties [Bylaw 19.9.4-(b)].
 - b. Affirmative steps to expedite final resolution of the matter [Bylaw 19.9.4-(c)].
 - c. An established history of self-reporting Level III or secondary violations [Bylaw 19.9.4 (d)].

Involved Individual:

1. Aggravating factors (Bylaw 19.9.3).
 - a. Unethical conduct [Bylaw 19.9.3-(e)].
 - b. Multiple Level II violations [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)].

⁵ The parties assigned limited weight to this aggravating factor due to the significant period of time since the most recent infractions case. As such, the parties viewed the institution's case as Level II–Mitigated.

d. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].

2. Mitigating factors (Bylaw 19.9.4).

- a. Prompt acknowledgement of the violation and acceptance of responsibility [Bylaw 19.9.4-(b)].
- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The institution and enforcement staff agree that a proposed finding of fact for failure to monitor is not appropriate given the facts at hand. Athletics administration staff members, including compliance, knew the prospect had moved to the locale of the institution for summer school prior to her enrollment and specifically asked the head coach how the prospect planned to support herself without athletics aid. The head coach informed the institution the prospect planned to get a part time job and apply for student loans. The institution also knew the prospect obtained a loan for the summer and planned to work the institution's volleyball camps, which would also provide her with additional income to assist with living expenses.

V. PARTIES' AGREED-UPON PENALTIES

All penalties agreed upon 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.

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree to the following penalties:

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

- 1. Probation: One year of probation from May 20, 2020, through May 19, 2021.
- 2. Financial penalty: Iowa shall pay a fine of \$5,000 to the NCAA.

3. Recruiting restrictions: During the 2020-2021 academic year, Iowa shall reduce the number of evaluation days in women's volleyball by 3.75 percent (Iowa will only be permitted 77 evaluation days).

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

4. Show-cause order: The head coach was personally involved in providing an impermissible inducement to a prospective student-athlete. Therefore, the head coach is subject to a two-year show-cause order restricting him from all athletically related duties. This show cause shall run from May 20, 2020, through May 19, 2022.
5. Head coach restriction: The head coach violated Bylaw 11 head coach responsibility legislation when he failed to promote an atmosphere of compliance in his program. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, the head coach shall be suspended from 30 percent of contests during the first year of the show-cause period. This suspension shall run concurrently with the show-cause order.

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

6. Public reprimand and censure.
7. Vacation of records: The institution will vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athlete in this case competed.

This vacation includes all regular season competition and conference tournaments. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time while she was ineligible, the institution's participation in the postseason shall be vacated. The individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding its affected programs, as well as the records of the head coach, shall reflect the vacated records and shall 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 media 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 towards specific honors or victory "milestones" such as 100th, 200th or 500th career victories.

Any public reference to the vacated contests shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected programs shall be returned to the Association. Finally, to ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publications and archives, the sports and

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 document 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 citation penalty is appealed, at the conclusion of the appeals process. The sports information director (or designee) must also inform the NCAA Office of the Committees on Infractions (OCOI) of this submission to the NCAA media coordination and statistics office.

8. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA recruiting legislation;
 - b. Submit a preliminary report to the OCOI by July 15, 2020, setting forth a schedule for establishing this compliance and educational program;
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by April 15 during each year of probation. Particular emphasis shall be placed on the institution's compliance measures taken to ensure adherence with NCAA recruiting legislation and related rules education; and
 - d. Inform prospects in all affected sports programs in writing that the institution is on probation for one year and detail the violations committed. If a prospect 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 prospect signs a National Letter of Intent; and
 - e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the involved sports program(s) and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides of the involved sports program(s) for the entire term of probation. The institution's statement must: (i) clearly describe the violations; (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.

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

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5 and a hearing panel comprised of members of the COI will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement should be classified as Level II–Mitigated for the institution and Level II–Aggravated for the head coach.

If a hearing panel approves the negotiated resolution, the institution and head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and head coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The OCOI will monitor the penalties during their effective periods. Any action by the institution or head coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the COI if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based. Additionally, the parties acknowledge that this negotiated resolution will not be binding if the case is referred to the independent accountability resolution process (Bylaw 19.11).

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree to waive NCAA appellate opportunities.

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing panels may only

reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the hearing panel determines that the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the participating parties classified this case as Level II-Mitigated for Iowa and Level II-Aggravated for the head coach's violations. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level II-Aggravated violations in Figure 19-1 and Bylaw 19.9.5 and with the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises Iowa and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution 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 the institution does not comply or commits additional violations. Likewise, any action by the institution or 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
Bobby Cremins
Thomas Hill, Chief Hearing Officer
E. Thomas Sullivan

APPENDIX

UNIVERSITY OF IOWA'S CORRECTIVE ACTIONS

Once the violation was confirmed within two weeks of when it was first reported to the institution, the institution immediately suspended the head coach, notified the enforcement staff of the violation, submitted a comprehensive self-report to the NCAA on June 13, 2019, and ultimately terminated the head coach on June 19, 2019.