



[June 10, 2021: On May 12, 2021, the NCAA Division I Infractions Appeals Committee (IAC) vacated the panel's conclusion that the head men's water polo coach provided impermissible recruiting inducements in violation of Bylaw 13 by arranging cost-free housing for a prospective student-athlete. The IAC remanded the decision to the panel with instructions to reassess the classification of the head water polo coach's violations and the penalties prescribed for his conduct in light of the vacated violation. On remand, the panel classifies the head water polo coach's violations as Level II-Aggravated and maintains the penalties originally prescribed. The panel's analysis can be found in Appendix Three.]

[November 20, 2020, Modification of Penalty: Due to noncompliance with a penalty, the institution and the Committee on Infractions agreed to modify Section VI, Penalty No. 1 by extending the conclusion of probation from November 4, 2021, to May 4, 2022.]

**UNIVERSITY OF CALIFORNIA, SANTA BARBARA
PUBLIC INFRACTIONS DECISION
November 5, 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 decides infractions cases involving member institutions and their staffs.¹ This case centered on practice violations in the men's and women's cross country and track and field programs (track program) at the University of California, Santa Barbara (UCSB) and inducement and benefit violations in the institution's men's water polo program.² Additionally, both the track and water polo head coaches failed to promote an atmosphere of compliance in their programs and therefore violated head coach responsibility legislation.

The violations in these programs were rooted in the failures of the two head coaches to maintain open lines of communication with UCSB's compliance staff. Both coaches operated independently of the compliance staff, either assuming they knew the rules or acting with indifference toward applicable rules. Their conduct resulted in multiple Level II violations of well-known NCAA legislation.

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 With primary membership in the Big West Conference, UCSB is also a member of the Gold Coast Conference for men's water polo. UCSB has a total enrollment of approximately 25,000 students. It sponsors 10 men's and nine women's sports. This is the institution's first Level I, Level II or major infractions case.

In the track program, the head coach's training requirements for distance runners violated restrictions on countable athletically related activities (CARA) over a period of approximately two and a half years.³ The head track coach expected student-athletes to log their training activity during periods when CARA is prohibited—specifically, summer months outside of the playing season and the required weekly day off during the season. He actively monitored these logs, provided feedback on the student-athletes' training, and in some instances admonished or otherwise disciplined student-athletes who did not complete their logs. Due to this involvement by the head coach, the training activity was not initiated or requested solely by the student-athletes, and his conduct converted the activity into impermissible CARA. The violations are Level II.

The violations in the men's water polo program centered on impermissible recruiting inducements and extra benefits for two elite international men's water polo student-athletes. The head men's water polo coach impermissibly facilitated housing for one of the student-athletes who wanted to come to Santa Barbara prior to his enrollment and compete on a local water polo club team. This led to other impermissible recruiting inducements for the student-athlete, including free meals and transportation. Additionally, both international student-athletes received impermissible benefits in the form of improper compensation for their work at the water polo club co-owned by the head water polo coach and assistant water polo coach. The two coaches paid the student-athletes a monthly stipend that equaled the exact amount of their rent and transferred the payment directly to the student-athletes' landlord. The stipend amount was significantly higher than the hourly rates paid to other student-athletes performing similar jobs at the club, and it varied in amount as the apartment rent varied. Additionally, the club sometimes paid the two international student-athletes for work not actually performed. Accordingly, the compensation was improper and constituted an extra benefit. Because of the impermissible inducements and benefits, the two student-athletes competed and received expenses while ineligible. These violations are Level II.

Finally, the underlying violations supported that the head track and water polo coaches failed to promote an atmosphere of compliance in their respective programs. Both coaches were personally involved in the violations, and neither consulted compliance to ascertain whether their conduct was permissible. At best, they assumed they understood the rules and there was no need to consult; at worst, they were indifferent to or ignored applicable rules. Accordingly, both head coaches failed to meet their responsibilities under Bylaw 11. The head coach responsibility violations are Level II.

The panel classifies this case as Level II-Standard for UCSB and the head track coach's and assistant water polo coach's violations, and as Level II-Aggravated for the head water polo coach's violations. Utilizing the current penalty guidelines adopted by the association and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: two years of probation; a fine of \$5,000 plus one percent of the budgets of the involved sports programs; scholarship reductions; recruiting restrictions; vacation of records; a two-year show-

³ Although the CARA violations occurred in the men's and women's cross country and track and field programs, this decision will refer to those programs collectively as the "track program" for ease of reference. Likewise, the head men's and women's cross country and track and field coach will be referred to as the "head track coach."

cause order for the head water polo coach; and one-year show-cause orders for the head track coach and assistant water polo coach.

II. CASE HISTORY

This case originated in April 2017, when an attorney for a Santa Barbara landlord contacted the NCAA customer service center and reported potential violations involving UCSB's head men's water polo coach (head water polo coach). Specifically, the attorney alleged that the head water polo coach had, for years, arranged free or discounted housing for men's water polo student-athletes through his client and other individuals in the Santa Barbara area. The customer service center forwarded the information to the enforcement staff, who informed UCSB of the potential violations on May 30, 2017.

The enforcement staff issued a verbal notice of inquiry on July 6, 2017, and began a cooperative investigation with the institution that lasted into the winter of 2018. Although the investigation did not substantiate most of the accusations made by the attorney, the enforcement staff determined that it did substantiate one instance of the head water polo coach arranging housing for a prospective men's water polo student-athlete during the summer of 2015. The investigation also uncovered a potential violation involving overpayment of two student-athletes who worked at a local water polo club co-owned by the head water polo coach and the assistant men's water polo coach (assistant water polo coach).

In January 2018, as the water polo investigation was drawing to a close, student-athletes in the men's and women's track program reported to the athletics department potential CARA violations involving the program's head coach (head track coach). After an internal review, UCSB reported the potential violations to the enforcement staff in February 2018. During April and May 2018, UCSB and the enforcement staff completed a cooperative supplemental investigation and determined that potential CARA violations had occurred.

UCSB, the head water polo coach and the assistant water polo coach agreed to the alleged violations and worked with the enforcement staff to process the case through summary disposition. However, the head track coach did not agree to the alleged violations in which he was named. Accordingly, the enforcement staff split the allegations into two separate cases. On January 11, 2019, the enforcement staff, UCSB, the head water polo coach and the assistant water polo coach submitted a summary disposition report (SDR), which presented three agreed-upon violations in the men's water polo program. Four days later, on January 15, 2019, the enforcement staff issued a separate notice of allegations (NOA) alleging two violations in the track program.

This panel reviewed the SDR on February 1, 2019.⁴ The panel accepted the agreed-upon violations but proposed additional penalties. UCSB and the assistant water polo coach agreed to the penalties, but the head water polo coach requested an expedited penalty hearing to challenge the panel's proposed show-cause order. *See* Bylaw 19.6.4.5 and COI Internal Operating Procedure (IOP) 4-10-2-2-1. On April 5, 2019, the head water polo coach provided a pre-hearing written submission setting forth his arguments. However, rather than focusing on the proposed show-cause order, much of the head coach's written submission was devoted to contesting the findings of fact and violations he had previously agreed to in the SDR.

Thus, on April 8, 2019, the chief hearing officer asked the parties to identify whether there was still sufficient agreement to the facts and violations to warrant moving forward with the expedited penalty hearing.⁵ UCSB and the enforcement staff reaffirmed their agreement to the SDR, but the head coach did not. In an April 15, 2019, letter, he stated his belief that there was a lack of agreement to the facts set forth in the SDR and the case was not appropriate for summary disposition. UCSB, the head coach and the enforcement staff noted the existence of the separately pending NOA and expressed their willingness to consolidate the two cases should the panel determine that summary disposition was no longer appropriate for the water polo allegations.

In light of the lack of agreement, the panel canceled the expedited penalty hearing and, on April 19, 2019, rejected the SDR. In its rejection notice, the panel stated that it had no objection to the consolidation of the two UCSB cases. On May 31, 2019, the enforcement staff issued an amended NOA in the track case, which consolidated the three water polo allegations with the two track allegations. Upon issuing the amended NOA, the enforcement staff closed the separate water polo case. Pursuant to COI IOP 4-10-3, the rejected SDR and its attachments became part of the record for this case.

At the time the amended NOA was issued, the institution and the head track coach had already submitted their written responses to the first NOA. To avoid unduly delaying resolution of the track portion of the case, the parties agreed to an accelerated schedule for submission of the remaining NOA responses and the enforcement staff's written reply. The institution also agreed to submit an amended NOA response that addressed the consolidated allegations. Over the next few months, the parties provided their written submissions pursuant to this agreed-upon schedule.⁶

In the weeks leading up to the September 12, 2019, infractions hearing, the chief hearing officer resolved multiple procedural issues, including four requests to supplement the record. In light of

⁴ Due to a scheduling conflict, panel member Dr. Thomas Hill was unable to participate in the review of the SDR and therefore recused himself from the panel. After the two cases were consolidated, he rejoined the panel as an alternate for Dr. Michael Adams, who had participated in review of the SDR but was unable to attend the in-person hearing.

⁵ NCAA Bylaw 19.6, which establishes the summary disposition process, requires a basic level of agreement among the parties. In order to proceed by summary disposition, the parties must agree not only that violations occurred but that the proposed findings of fact underlying those violations are "substantially correct and complete." Bylaw 19.6.2-(h).

⁶ After the assistant water polo coach failed to timely respond to the NOA, the chief hearing officer extended the deadline for his response to August 9, 2019.

the accelerated schedule, the chief hearing officer granted the first two requests—an August 14 request from the head water polo coach and an August 22 request from the enforcement staff—even though Bylaw 19.7.5 requires parties to submit all written materials to the panel at least 30 days prior to the infractions hearing. In granting the second request, the chief hearing officer stated that any further requests to supplement the record would be denied absent good cause. Nonetheless, the head water polo coach and head track coach made subsequent requests on August 30 and September 10, respectively. The chief hearing officer determined that neither head coach demonstrated that the information they proffered could not have been identified and submitted sooner; therefore, he denied both requests.

Approximately two weeks before the infractions hearing, an interpretive issue related to Allegation No. 3 of the amended NOA (arrangement of housing) arose in the context of NCAA national office processes unrelated to this case. Specifically, it came to light that the NCAA Academic and Membership Affairs (AMA) staff may have shifted its view on whether an impermissible inducement occurs when a coach provides contact information to facilitate housing. Due to the nearness of the hearing date, there was insufficient time for the hearing panel to submit a written interpretive request to AMA. Thus, on September 6, 2019, the chief hearing officer notified the parties that he was inviting a member of the AMA staff to attend the hearing and provide further information.

The panel held an in-person infractions hearing on September 12, 2019. At the hearing, the AMA staff member discussed the recent interpretation that prompted the panel's request. Specifically, he explained that AMA advised an institution that it was permissible for a head coach to provide incoming freshmen student-athletes with a roster of their teammates and their contact information in order to facilitate housing for the freshmen student-athletes in the fall. That scenario was distinguishable from the scenario in this case, and there were no questions or concerns raised.

III. FINDINGS OF FACT

Monitoring Distance Runners' Summer and Day-Off Workouts

During his 33-year coaching career at UCSB, the head track coach ran a training program for his distance runners that emphasized high weekly mileage goals and diligent tracking of workouts. From the summer of 2015 through December 2017, the head coach not only encouraged the distance runners to track their workouts, he also monitored their tracking via a shared online spreadsheet. The head coach's monitoring occurred year-round, including during two time periods when NCAA bylaws permit student-athletes to engage in voluntary workouts only: (1) out-of-season summer months; and (2) in-season weekly days off.

At the beginning of each summer, the head coach emailed a training schedule to the cross country and track distance runners. Although he labeled the summer workouts "optional" or "voluntary", the head coach acknowledged in his NOA response that he encouraged student-athletes to follow the schedule and log their summer training activities in the shared online training spreadsheet. He

also admitted that he reviewed the spreadsheet. In interviews with UCSB and the enforcement staff, multiple student-athletes reported that the head coach would call and/or email them during the summer to discuss their training activities, particularly if they were not regularly logging their workouts on the spreadsheet. Some of the student-athletes stated that the head coach's monitoring of their training in this way made them feel that the summer workouts were required rather than optional. For example, one student-athlete stated, "We knew it still wasn't optional because if you weren't doing what he wanted or you weren't running enough then we knew we'd be getting phone calls from him saying why aren't you running enough, even though the workout said optional."

During the season, the head coach expected the distance runners to follow a weekly training schedule he sent to them each Monday. The schedule identified an individual weekly mileage goal for each student-athlete. The head coach explained that the mileage goal was based on physiology and the demands of the sport. In his interview with the institution and enforcement staff, he explained his philosophy that "the most amount of miles you can run without getting hurt is going to get you the best possible outcome." Student-athletes reported that they typically completed around 80 percent of their mileage goals during regular team practices Monday through Saturday and the remaining twenty percent during long runs on Sundays. They also reported that it was extremely difficult to reach their weekly mileage goal without doing a long Sunday run. The head coach considered the Sunday runs to be voluntary because no coaching staff members were present and he did not tell the student-athletes that the runs were mandatory. Accordingly, the track program's CARA logs identified Sundays as the weekly day off, recording zero hours for that day.⁷ Although the CARA logs did not disclose the Sunday runs, the head coach expected the student-athletes to track these runs in the shared online spreadsheet. As he did during the summer, the head coach reviewed the spreadsheet and assessed the student-athletes' weekly training activities—including the Sunday long runs. In his NOA response and at the hearing, the head coach claimed that it was necessary to know what student-athletes were doing on Sunday so he could design a safe and effective workout for them on Monday. Multiple student-athletes reported that the head coach verbally admonished and/or dismissed their teammates from Monday practice if they had not logged a Sunday run. As one student-athlete explained in an interview, the head coach never stated that the Sunday runs were mandatory, "[b]ut if you didn't do it, you didn't hit your mileage. If you don't hit your mileage, then you're like going to be in trouble, so it was like made to be mandatory." All ten student-athletes jointly interviewed by the institution and enforcement staff expressed an understanding that the head coach expected or required them to complete the Sunday long runs. Student-athletes could ask the head coach for a day off on an as-needed basis, but he expected them to articulate a reason for the request. Most student-athletes took a day off every three to four weeks.

In his NOA response and at the infractions hearing, the head coach claimed that UCSB's compliance office approved his training program early in his career and that he had routinely

⁷ During the time period at issue in this case, the institution's practice was to have four student-athletes sign the program's CARA logs in front of the coach, who would then submit the logs to the compliance office on a monthly basis. At the hearing, the compliance director stated that the institution now collects the logs weekly using software that allows every student-athlete to fill out their own log and submit it electronically. He estimated that approximately 40 to 50 percent of student-athletes fill out and submit their logs.

communicated with compliance since then. With respect to the first claim, no compliance staff members who were with the institution at the start of the head coach's 33-year tenure are still employed by UCSB today. The current assistant director of athletics for compliance (compliance director) has held that position for approximately six years, and he did not recall any such discussion. Thus, the institution could not confirm whether such a conversation ever took place. As to the head coach's claim that he communicated regularly with compliance, the compliance director reported at the hearing that the head coach stopped by from time to time, but he did not communicate with compliance regarding his training program or monitoring student-athlete workouts. The compliance director stated that he did not become aware of the tracking spreadsheet until the investigation in this case, which is consistent with the head coach's statements during his interview. Specifically, the head coach could not recall having any recent conversations with compliance about his training schedules or monitoring, and he acknowledged that he had not informed compliance of the online tracking spreadsheet the student-athletes utilized to report their training activities.

Housing and Employment for International Men's Water Polo Student-Athletes

The conduct involving the men's water polo program centered on two elite international water polo student-athletes, (student-athlete 1) and (student-athlete 2). The two student-athletes were from a country renowned for producing some of the best water polo talent in the world. At the hearing, the head water polo coach stated that they were the best student-athletes on the men's water polo team and received the highest amount of scholarship dollars. Student-athlete 1 enrolled at UCSB in the fall of 2015 and student-athlete 2 enrolled a year later. Upon arriving in Santa Barbara, both student-athletes became involved in the area's thriving water polo club scene. This involvement led to student-athlete 1 receiving free pre-enrollment housing with the head coach of one local club team (club coach) and both student-athletes becoming paid employees of the club co-owned by the head and assistant water polo coaches. The head coach played a role in facilitating both the housing and employment arrangements.

Arrangement of Housing

Prior to his enrollment in the fall of 2015, student-athlete 1, who was then a prospect, wanted to come to Santa Barbara and compete on a club team during the summer. The head coach told the student-athlete that NCAA rules would not permit him to compete on the head coach's club team. At some point after this conversation, the head coach spoke to the club coach, who had just formed a new club team that he planned to enter into the USA Water Polo National Junior Olympics during the summer of 2015. The head coach told the club coach that student-athlete 1 was interested in coming to Santa Barbara that summer and was looking for a club team.

Further details of this conversation are disputed, but the record establishes that it set in motion the events whereby student-athlete 1 came to live with the club coach's family for approximately one month during the summer of 2015. In an October 2017 interview with the enforcement staff, the club coach recalled that the head coach told him, "If you can find [student-athlete 1] a place to live over the summer to help train with [your club], I think it would be a great opportunity for [student-athlete 1] to come and play." The club coach stated that the head coach did not make a formal

request for him to house the student-athlete, but he understood that the head coach was hoping the student-athlete could stay with him or with club teammates.⁸ The club coach recalled that the head coach connected him with the student-athlete—he could not recall whether he was given the student-athlete's contact information or vice versa—and the club coach told the student-athlete he was willing to house him for the summer.

In his interviews and at the hearing, the head coach did not recall discussing the student-athlete with the club coach at all, though he acknowledged it was possible they had talked about the student-athlete as a candidate for the club coach's team. The head coach maintained, however, that it was unlikely they had such a conversation given the tense nature of their relationship. The tension arose from the club coach's close friendship with the Santa Barbara landlord who reported the information that led to this case. In his NOA response and at the hearing, the head coach explained that the landlord and his wife—who ran a rival water polo club in Santa Barbara—had a history of making false and damaging allegations against him. Thus, he was not on good terms with their friend, the club coach, and stated that he would not have wanted to direct one of his best student-athletes to the club coach's team.

In an effort to "make the record clear," the head coach submitted with his NOA response a signed declaration from the club coach dated July 12, 2019. In the declaration, the club coach stated that the head coach never asked or pressured him to house the student-athlete. He claimed that the head coach told him student-athlete 1 would likely be looking for a club to play with during the summer of 2015, but that the head coach could have nothing to do with the student-athlete prior to pre-season training camp.

In weighing the information in the record, the panel finds that the head coach discussed student-athlete 1 with the club coach, including that the student-athlete would need somewhere to live if he came to Santa Barbara to play with a club team over the summer. This led the club coach to offer to house the student-athlete. The student-athlete lived with the club coach and his family for approximately one month during the summer of 2015. The family did not charge the student-athlete rent and provided him with frequent cost-free meals and rides during the time he stayed with them. The free housing, meals and transportation totaled approximately \$735.

The head coach had no involvement in the specifics of the housing arrangement. He was not aware that the student-athlete was not paying rent or that he received free meals and rides. The head coach stated he did not even know the student-athlete was in the institution's locale until he saw him at a pool in a neighboring town. At the hearing, the head coach explained that he deliberately kept his distance from the student-athlete because he understood that he could not permissibly arrange anything for him and he did not want to risk the student-athlete asking him for help or favors that might violate NCAA rules. Additionally, circumstances in the head coach's personal

⁸ The enforcement staff interviewed the club coach and his wife jointly. However, the club coach's wife was not present for the conversation between her husband and the head coach and stated that she has never had a conversation with the head coach on any topic. Accordingly, the panel accords little weight to her statements during the joint interview relating to the arrangement of student-athlete 1's housing.

life kept him away from campus for significant periods of time that summer. The head coach also noted that he had no prior experience with prospects living near campus prior to enrollment and did not consult compliance regarding the permissibility of any pre-enrollment housing arrangements for the student-athlete. Rather, as the head coach explained at the hearing, he simply assumed the student-athlete would "do what he needed to" once he arrived in Santa Barbara.

The Student-athletes' Employment at the Head Coach's Water Polo Club

After student-athletes 1 and 2 enrolled at UCSB—in the fall of 2015 and 2016, respectively—the head coach hired them as coaches at his water polo club. The head coach co-owned and co-operated the club with the assistant water polo coach, who handled the club's day-to-day business functions. At the time student-athletes 1 and 2 worked there, the club employed approximately two dozen coaches. The coaches were paid either a fixed monthly stipend or an hourly wage. In their interviews with UCSB and the enforcement staff, the head and assistant water polo coaches explained that compensation depended on several factors. These factors included prior coaching experience, frequency of coaching, length of time coaching for the club and scope of coaching duties. The coaches who received stipends generally had more prior coaching experience, had coached at the club longer, or had coached there more frequently.

The club has employed many UCSB men's and women's water polo student-athletes over the years. With the exception of student-athletes 1 and 2, they have all been paid hourly, typically earning \$12 per hour. Student-athletes 1 and 2 were paid monthly stipends, despite lacking prior coaching experience or tenure at the club. During the 2015-16 academic year, student-athlete 1's stipend was \$790 per month. In 2016-17, both student-athletes earned a stipend of \$600 per month. And in the fall of 2017, they earned a stipend of \$587 per month. The stipend amounts always equaled the exact amount of the student-athletes' monthly rent, and the club paid the stipends directly to the student-athletes' landlord via electronic transfer. At the hearing, the assistant water polo coach explained that the student-athletes would come to him each year and tell him how much they needed to earn to cover their rent. He stated that they would then work the number of hours they needed to earn that amount. As they moved into cheaper apartments each year, their rent decreased and so did their stipends.

When the two student-athletes' stipend amounts are broken down into hourly rates, they significantly exceed the rates of other UCSB water polo student-athletes who had similar levels of coaching experience and worked similar hours. In comparison to the \$12 per hour rate the club paid the other student-athletes, student-athletes 1 and 2 earned approximately \$29 and \$36 per hour, respectively, between the fall of 2015 and the fall of 2017.

In their NOA responses and at the hearing, the head and assistant water polo coaches argued that the higher rates were justified for two reasons: (1) student-athletes 1 and 2 were better coaches, notwithstanding their relative lack of coaching experience, and served as head coaches for the club; and (2) the \$29 and \$36 hourly rates were consistent with the rates paid to head coaches at other water polo clubs in California. On the first point, the head water polo coach explained that the two student-athletes were considered the best amateur coaches employed by the club, and the club gave them more responsibility because they were focused, mature and motivated.

Additionally, they trained under the best coaches in the world and had significant experience in international competition, which made them more highly skilled. With respect to the second point, the head and assistant coaches maintained that student-athletes 1 and 2 may have been *underpaid* when compared with coaches at other clubs. After the investigation in this case began, the head coach reached out to 14 other water polo clubs in California to determine the going rate. Based on this research, the head coach determined that head club coaches with similar experience and training to student-athletes 1 and 2 generally earned between \$20 to \$50 per hour.

Both the head and assistant water polo coaches admitted that their record-keeping efforts during the time in question were poor. They did not contemporaneously document the reasons for the compensation difference between student-athletes 1 and 2 and the other student-athletes employed at the club. Nor did they keep accurate records of when the two student-athletes worked. As a result, the club paid the student-athletes for work at times when there was no documentation that they actually performed the work. In August 2016, for example, the club paid student-athlete 2 even though he was still in his home country and had not begun coaching. The club also paid student-athlete 1 a full stipend in December 2015 although he worked no more than seven hours that month. The two student-athletes and the coaches claimed the student-athletes worked extra hours to make up for these times, but the club's records were insufficient to support this.

In total, the club paid student-athlete 1 approximately \$17,000 for his work from fall 2015 to fall 2017, and paid student-athlete 2 approximately \$11,000 for his work from fall 2016 to fall 2017. If they had been paid at the same \$12 hourly rate as other student-athletes at the club, they would have earned approximately \$7,000 and \$3,500, respectively.⁹ In its NOA response, UCSB stated that the same dollar amounts the club paid student-athletes 1 and 2 could have been permissibly provided to them by the institution in addition to the athletics aid they received without either (1) exceeding the NCAA limit on the number of men's water polo grant-in-aid equivalencies awardable by UCSB, or (2) exceeding the amount of athletics aid properly awardable to the individual student-athletes based upon UCSB's costs of tuition, fees, room and board.

While student-athlete 1 was receiving this compensation, he competed and received actual and necessary expenses as part of the men's water polo team during the 2015-16 and 2016-17 seasons. Likewise, student-athlete 2 competed and received actual and necessary expenses during the 2016-17 season while receiving compensation from the club.

The head and assistant water polo coaches acknowledged that they did not consult compliance regarding the compensation for student-athletes 1 and 2 or best practices to properly document that compensation. The compliance director admitted at the hearing that he did not perform any spot checks of the club, and he was surprised to learn during the investigation of this case that UCSB student-athletes were employed there. He explained that the compliance office asked student-

⁹ Due to the club's poor record keeping, UCSB and the enforcement staff had to reverse engineer the two student-athletes' coaching schedules to determine how much they earned during the period at issue and how much they would have earned had they been paid \$12 per hour. The enforcement staff and institution worked from online research, the student-athletes' class schedules and institutional records showing when the club had access to the institution's on-campus pool. The enforcement staff also requested information from the two student-athletes to assist in this analysis.

athletes to fill out an employment form if they were working, but the form was voluntary at the time—it is now required. At the hearing, the institution and coaches discussed other improvements they have made with respect to record-keeping practices and communication regarding student-athlete employment. UCSB explained that since the investigation in this case began, the compliance staff has had monthly meetings with the two water polo coaches to discuss student-athlete employment with the club, including which student-athletes are working, how many hours they are working, their pay rates and job descriptions. Additionally, the club maintains updated written job descriptions and a documented pay scale for those different job descriptions. Each month, UCSB requires the student-athletes to sign a form documenting the hours they worked. Student-athletes 1 and 2 now earn more than they did during the 2015 to 2017 time period at issue. However, the institution explained that it has approved this compensation because there is contemporaneous documentation of the amounts they are paid, the hours they worked, and their specific job description and duties that warrant a higher pay rate.

IV. ANALYSIS

The underlying violations in this case occurred in the men's and women's track program and the men's water polo program. They spanned approximately two and a half years and supported head coach responsibility violations in both programs. The violations fall into four areas: (A) impermissible CARA in the track program; (B) impermissible recruiting inducements in the form of cost-free, pre-enrollment housing for a men's water polo student-athlete; (C) impermissible benefits in the form of improper employment compensation for two men's water polo student-athletes; and (D) head coach responsibility failures by the head water polo coach and the head track coach. All violations are Level II.

A. IMPERMISSIBLE CARA IN THE TRACK PROGRAM [NCAA Division I Manual Bylaws 17.1.7.2.1 (2014-15 through 2017-18); 17.1.7.4 (2015-16 through 2016-17); 17.5.6 and 17.5.6.1 (2014-15); 17.6.6 and 17.6.6.1 (2015-16 through 2017-18); and 17.1.7.6 (2017-18)]

For two and a half years, the head track coach monitored student-athletes' training activity during times when countable athletically related activities are prohibited: summer months outside the playing season and weekly days off during the playing season. The head track coach's monitoring converted the training activity into impermissible CARA. UCSB agreed that CARA violations occurred and that they were Level II. The head track coach substantially agreed to the facts but argued that those facts did not constitute a violation. He also argued that if any violation did occur, it was Level III. The panel concludes that Level II CARA violations occurred.

1. NCAA legislation relating to CARA.

The applicable portions of the bylaws may be found at Appendix Two.

2. By requiring student-athletes to record and report their summer and day-off training activities to him, the head track coach's monitoring converted these activities into impermissible CARA.

From the summer of 2015 through December 2017, the head track coach expected his distance runners to train during the summer and on their in-season weekly day off; he expected them to log these training activities on a spreadsheet he reviewed; he provided feedback on their training; and he admonished or otherwise punished student-athletes who did not meet his training or logging expectations. The head coach's monitoring meant that the student-athletes' training activities during these times were not truly voluntary. Rather, these activities became impermissible CARA that violated multiple provisions of Bylaw 17.

Bylaw 17 governs playing and practice seasons. Among other things, the bylaw establishes when student-athletes may engage in CARA during and outside the playing season. Bylaw 17.02.1 defines CARA as any required activity with an athletics purpose involving student-athletes and at the direction of, or supervised by, one or more members of the coaching staff. Bylaws 17.1.7.2, 17.6.6 and 17.6.6.1 generally prohibit student-athletes from engaging in any CARA outside of the playing season, including during institutional vacation periods and summer.¹⁰ During the playing season, Bylaws 17.1.7.4 and 17.1.7.6 require one day off per week, during which CARA is prohibited.¹¹ During times when CARA is not allowed, student-athletes may engage in voluntary athletically related activity that they initiate on their own. Pursuant to Bylaw 17.02.19, an activity is voluntary if all of the following conditions are met: (1) the student-athlete is not required to report back to a coach or other athletics department staff member; (2) the activity is initiated and requested solely by the student-athlete; (3) the student-athlete's attendance and participation in the activity is not recorded for purposes of reporting it to coaching staff members or other student-athletes; and (4) the student-athlete is not subjected to penalty if they choose not to participate in the activity.¹²

Due to the head track coach's involvement and monitoring, summer training and Sunday long runs were not truly voluntary for UCSB distance runners. Student-athletes knew that the head track coach reviewed their training logs and would provide feedback. They also knew there could be repercussions if they did not log their activities or follow the training schedule. Those repercussions included calls or emails from the head coach during the summer and verbal admonishments or dismissal from practice during the season. Under these circumstances, it did not matter that the head coach labeled training "voluntary" or "optional" or that coaches were not present. The head coach's actions created a perception among the student-athletes that the training

¹⁰ Bylaw 17.1.7.2.1 is a general prohibition and Bylaws 17.6.6 and 17.6.6.1 apply specifically to cross country. The two cross country bylaws were renumbered from Bylaws 17.5.6 and 17.5.6.1, respectively, in 2015-16.

¹¹ Bylaw 17.1.7.6 is more restrictive than Bylaw 17.1.7.4, prohibiting all required athletically related activities during the weekly day off, including CARA.

¹² The amended NOA did not cite the bylaws defining CARA and voluntary activity (Bylaws 17.02.1 and 17.02.19, respectively). They are provided here for context.

was required. Furthermore, it did not meet any of the criteria that make an activity voluntary: (1) student-athletes were required to report their activity to the head coach; (2) the activity was not initiated solely by the student-athlete; (3) the student-athletes' participation was recorded through the shared online spreadsheet; and (4) there were penalties for those who did not participate. Consequently, the summer training activities constituted impermissible CARA in violation of Bylaws 17.1.7.2.1, 17.6.6 and 17.6.6.1, and the Sunday long runs deprived student-athletes of the weekly in-season day off required by Bylaws 17.1.7.4 and 17.1.7.6.

Contrary to the head track coach's arguments, the physical demands of distance running do not merit an exception to these rules. CARA restrictions ensure that student-athletes in all sport programs have time to rest, recover and focus on their academic work. Although student-athletes may *choose* to train during times when CARA is prohibited, there can be no suggestion by the coaching staff that they are expected to do so.

The COI has previously concluded that otherwise voluntary activity became impermissible CARA when coaching staff monitored the activity or required student-athletes to record or report the activity. *See San Jose State University (2018)* (concluding in an SDR that when the head baseball coach and his staff required student-athletes to participate in certain pre- and post-practice activities and/or observed the activities, they converted the activities from voluntary to countable) and *California State University, Sacramento (2018) (Sacramento State)* (concluding in an SDR that CARA violations occurred when the head men's and women's tennis coaches monitored student-athletes' out-of-season training activity, including creating a point system as a means to monitor summer workouts and asking student-athletes to participate in tennis matches over winter break and report the results).¹³ As in these cases, the head track coach's monitoring of distance runners' summer training and Sunday runs turned the training into countable activity in violation of Bylaw 17.

Pursuant to Bylaw 19.1.2, the panel concludes that the CARA violations are Level II. Because the track student-athletes were engaging in countable activity at times when it was prohibited, UCSB gained more than a minimal competitive advantage over other institutions that were adhering to CARA limitations. Furthermore, this activity spanned a two-and-a-half-year period and was therefore not isolated or limited in scope. In previous cases where CARA violations have occurred over an extended period, the COI has concluded the violations are Level II. *See San Jose State* (concluding that CARA violations occurring over a six-and-a-half-month period were Level II); *Sacramento State* (concluding that CARA violations occurring over a span of three and a half years were Level II). In contrast, the COI has concluded that CARA violations were Level III when they were limited in scope, thus minimizing the competitive advantage gained. *See San Jose State University (2016)* (concluding that a non-qualifier's participation in team CARA was a Level III violation because the conduct occurred on only nine occasions where the non-qualifier "jumped in and out" of the session). The CARA violations in this case are consistent with the scope of violations designated as Level II in previous cases.

¹³ Pursuant to COI IOP 4-9-2-1, SDR decisions are less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreement.

**B. IMPERMISSIBLE RECRUITING INDUCEMENTS IN MEN'S WATER POLO
[NCAA Division I Manual Bylaws 13.2.1 and 13.2.1.1-(h) (2014-15)]¹⁴**

During the summer of 2015, the head water polo coach facilitated the arrangement for student-athlete 1 to live with the club coach prior to enrollment, which resulted in impermissible recruiting inducements in the form of free lodging, meals and transportation. UCSB agreed that the violation occurred and was Level II. The head coach disputed the allegation and argued that if any violation did occur, it was Level III. The panel concludes that a Level II violation occurred.

1. NCAA legislation relating to impermissible recruiting inducements.

The applicable portions of the bylaws may be found at Appendix Two.

2. Through his conversation with the club coach, the head water polo coach set in motion events that resulted in student-athlete 1 living cost-free with the club coach's family for approximately one month prior to enrollment and receiving free transportation and meals during that time.

The head water polo coach initiated a relationship between student-athlete 1 and the club coach that triggered a series of impermissible recruiting inducements for the student-athlete: one month of free housing, meals and transportation provided by the club coach and his family. These recruiting inducements, which had a value of approximately \$735, violated Bylaw 13.

Bylaw 13 governs recruiting, with Bylaw 13.2.1 generally prohibiting institutional staff members from being involved, either directly or indirectly, in making arrangements for or offering any benefits to a prospect that are not otherwise available to non-student-athletes. Bylaw 13.2.1.1-(h) identifies "free or reduced-cost housing" as a specifically prohibited benefit.

Although the parties may disagree on the particulars of what was said, the record establishes that a conversation took place between the head water polo coach and the club coach that set in motion a month's worth of recruiting inducements for student-athlete 1. At a minimum, the head coach informed the club coach of the following: (1) student-athlete 1 was interested in coming to Santa Barbara early; (2) student-athlete 1 wanted to compete on a club team during the summer before he enrolled; and (3) student-athlete 1 would need somewhere to live during that summer. The head coach also provided contact information to connect the club coach and the student-athlete. Although he did not make an actual or specific request for the club coach to house the student-athlete, this conversation precipitated the housing arrangement. The club coach went on to house the student-athlete rent free for approximately one month, during which time the club coach and

¹⁴ On May 12, 2021, the Division I Infractions Appeals Committee (IAC) vacated the panel's conclusion that the head water polo coach violated Bylaws 13.2.1 and 13.2.1.1-(h) by providing impermissible recruiting inducements—specifically, by facilitating cost-free housing for student-athlete 1. See *Head Men's Water Polo Coach, University of California, Santa Barbara*, IAC Decision No. 527 (2021).

his family provided the student-athlete with frequent free meals and transportation. In this way, the head water polo coach was involved in arranging free or reduced-cost housing and other impermissible recruiting inducements, which violated Bylaws 13.2.1 and 13.2.1.1-(h).

In reaching its conclusion that a Bylaw 13 violation occurred, the panel had to undertake credibility assessments regarding the various statements of the club coach and the head coach. The panel gave less weight to the club coach's July 2019 declaration than his October 2017 interview statements, in which he clearly recalled the head coach telling him about student-athlete 1 and stating that he would need a place to live. The interview occurred closer in time to the arrangement of housing, when the club coach's recollections were likely to be fresher. Therefore, it is more reliable. It is also more reliable than the statements of the head coach, who could not state with certainty that he did not have a conversation with the club coach regarding student-athlete 1.

The panel also considered the interpretive information provided by the AMA staff at the hearing but determined that the facts of this case are distinguishable from the scenario discussed by AMA. Specifically, the facts differ in three respects: (1) this case involves pre-enrollment housing for a prospective student-athlete rather than fall housing for an enrolled freshman; (2) the fact pattern described by AMA involved pairing up student-athletes for purposes of facilitating housing, whereas this case involves arranging housing with an individual unaffiliated with the institution; and (3) the head water polo coach's actions went beyond merely providing contact information—he set the housing arrangement in motion. Furthermore, the panel's conclusion in this case is consistent with past cases in which the COI determined that an institutional staff member's facilitation of housing for a prospect during the summer prior to initial enrollment violated Bylaw 13. See *Boise State University* (2011) (concluding Bylaw 13 violations occurred where football coaching staff members facilitated housing arrangements between prospective and enrolled student-athletes during the summer prior to the prospects' initial enrollment) and *Southeastern Louisiana University* (2015) (concluding a Level II violation of Bylaw 13 occurred where the assistant women's volleyball coach arranged for two incoming freshman student-athletes to live with enrolled student-athletes for approximately one week prior to the incoming student-athletes' enrollment at the institution). The information provided by the AMA staff would not have changed the analysis in these cases and is likewise inapplicable here.

The COI has long warned of the heightened risk of violations when prospects move to the institution's locale prior to enrollment. See *University of Kansas* (2006) (observing that "these situations can result in impermissible inducements/benefits being supplied by someone associated with the institution" and reiterating that "it is imperative that institutions carefully track the activities of prospects in the vicinity of campus during the summer prior to initial enrollment"). When institutions have not heeded this warning and prospects received housing and other benefits prior to enrollment, the COI has concluded that Bylaw 13 violations occurred. See *Monmouth University* (2017) (concluding Level II recruiting inducement violations occurred when the head men's tennis coach arranged free housing for a prospect who arrived in the institution's locale several months prior to enrollment) and *University of South Florida* (concluding in an SDR that Level II recruiting inducements occurred when the assistant men's basketball coach provided approximately \$400 to \$500 in free lodging, meals and transportation to two prospects who arrived in the institution's locale prior to enrollment). When prospects wish to arrive early, it is incumbent

upon institutions and head coaches to know the details of these arrangements—e.g., when they are arriving, where they are staying, who they are interacting with—in order to minimize the risk of violations. When the early arrival is one of the head coach's star recruits, as is the case here, the incentive to stay on top of these details should be even greater.

Pursuant to Bylaw 19.1.2, the panel concludes that the recruiting inducements are Level II because they provided the institution with more than a minimal but less than a substantial recruiting advantage and conferred more than a minimal but less than a substantial benefit on student-athlete 1. The Level II designation is also consistent with the cases cited above.

C. IMPROPER EMPLOYMENT COMPENSATION AND EXTRA BENEFITS IN MEN'S WATER POLO [NCAA Division I Manual Bylaws 12.4.1-(a), 12.4.1-(b), 12.11.1, 16.8.1 and 16.11.2.1 (2015-16 through 2017-18)]

Over a period of two years, the head and assistant water polo coaches provided impermissible extra benefits in the form of improper employment compensation and pay for work not performed to two student-athletes who worked as coaches for their water polo club. The enforcement staff alleged that the violation was Level I. UCSB agreed that the violation occurred and was Level I. Both water polo coaches disputed the violation and level. The panel concludes the violation occurred, and it is Level II.

1. NCAA legislation relating to employment compensation and extra benefits.

The applicable portions of the bylaws may be found at Appendix Two.

2. The head and assistant water polo coaches violated employment compensation and extra benefits legislation when they paid student-athletes 1 and 2 significantly higher wages to coach at their water polo club than they paid other student-athletes working at the club and when they paid the two student-athletes for work not actually performed.

From the fall of 2015 to the fall of 2017, the two water polo coaches compensated student-athletes 1 and 2 with a monthly stipend at a rate well beyond the going rate for other student-athletes working at the water polo club. The stipend amount was tied directly to the amount of the student-athletes' rent, belying any notion that the rate of compensation was based solely on the student-athletes' experience, coaching skill or the number of hours worked. This improper compensation, along with compensation for work not performed, constituted an extra benefit under Bylaw 16 and violated Bylaw 12 rules involving student-athlete employment compensation.

Bylaw 12 governs amateurism and eligibility. Among other areas, it regulates how the employment of student-athletes can affect their eligibility. Under Bylaw 12.4.1, a student-athlete can receive employment compensation and remain eligible as long as two conditions are met: (1)

the compensation is for work the student-athlete actually performed (Bylaw 12.4.1-(a)); and (2) the compensation is paid at a rate commensurate with the going rate in that locality for similar services (Bylaw 12.4.1-(b)). When a student-athlete is ineligible, Bylaw 12.11.1 obligates the institution to withhold the student-athlete from competition. Bylaw 16 governs awards and benefits. The general rule is established by Bylaw 16.11.2.1, which states that a student-athlete shall not receive any extra benefit. The bylaw defines "extra benefit" as any special arrangement by an institutional employee or booster to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation. Finally, Bylaw 16.8.1 permits institutions to provide expenses to eligible student-athletes who represent the institution in practice and competition.

The stipend amount paid by the club to student-athletes 1 and 2 was not commensurate with the going rate in the locality for similar services. To begin, they were the only UCSB student-athletes who were paid by stipend—all other student-athletes were paid an hourly rate. In paying student-athletes 1 and 2 a stipend, the water polo coaches did not follow their own criteria. Under that criteria, stipends were reserved for coaches with *prior* experience, a *longer* tenure at the club, or who worked a *greater number* of hours. At the time the club hired student-athletes 1 and 2, they were untested as coaches—the head and assistant water polo coaches knew them only as student-athletes. Yet, they hired them right out of the gate with a compensation arrangement that was previously reserved only for experienced coaches. This suggests that, at least initially, their compensation was based on their status as elite student-athletes rather than their coaching skills.

Also suggestive is the fact that the stipend amounts were tied directly to the student-athletes' rent. The assistant water polo coach stated that the two student-athletes worked as much as they needed to cover their rent, and he transferred their pay directly to their landlord. As they moved into cheaper apartments and their rent decreased, so did their monthly stipends. If the student-athletes' compensation was truly based on their coaching skills or hours actually worked, it is logical to expect that their compensation would increase as their experience increased. Here, the inverse was true.

Nevertheless, the head and assistant water polo coaches argued that the compensation was permissible because it was commensurate with the rates paid to head coaches at other water polo clubs throughout the state of California. According to the head coach's research, those clubs paid between \$20 to \$50 per hour for head coaches with experience and training similar to student-athletes 1 and 2. By comparison, student-athletes 1 and 2 earned \$29 and \$36 per hour, respectively, when their stipends are converted to an hourly rate. These rates appear to fall within the range of rates paid by other clubs throughout the state. But they are still significantly higher than the \$12 per hour rate the head coach's club pays to other UCSB student-athletes.

The COI has previously held that student-athlete compensation is excessive or improper where it is not commensurate with the going rate for individuals in the same job with the same employer. *See Marshall University* (2001) (concluding a Bylaw 12.4.1-(b) violation occurred when a booster employed academic non-qualifiers during their initial year of enrollment and compensated them at a rate approximately four times higher than the prevailing wage for non-student-athlete workers

in the same job) and *Kansas State University* (1997) (concluding the head women's basketball coach violated Bylaw 12.4.1-(b) when he paid a student-athlete \$230 for working two days at a team camp but paid other enrolled student-athletes only \$80 for performing the same duties). As in these cases, the head and assistant water polo coaches cannot establish that they paid student-athletes 1 and 2 commensurate with the going rate when they were paid significantly *more* than other workers performing the same job for the same employer.¹⁵ Thus, the panel concludes this conduct violated Bylaw 12.4.1-(b).

Additionally, a violation of Bylaw 12.4.1-(a) occurred when the two coaches paid the student-athletes for work not actually performed. The club paid student-athlete 2 in July and August 2016 even though he was still in his home country and had not yet arrived in Santa Barbara and started coaching. In another instance, the club paid student-athlete 1 his full stipend in December 2015 despite the fact he had worked no more than seven hours that month. Although the two student-athletes claimed they worked extra hours to make up for these times, the case record does not sufficiently support this. Thus, the head and assistant water polo coaches' conduct violated Bylaw 12.4.1-(a). Additionally, by providing the two student-athletes with improper compensation and pay for work not performed, they conferred a benefit that was not generally available to non-student-athletes. This violated Bylaw 16.11.2.1. And because the receipt of excess pay and extra benefits rendered the student-athletes ineligible, the institution violated Bylaws 12.11.1 and 16.8.1 when it failed to withhold them from competition and provided them with expenses.¹⁶

Although the enforcement staff presented these violations as Level I—and the institution agreed—the panel concludes they are Level II. The enforcement staff's argument rested on the amount of the improper compensation benefit (over \$17,000) and the advantage conferred to the two-student athletes by covering their housing costs. But the exact amount of the compensation is clouded by the club's poor recordkeeping. Moreover, the value of the benefit is not the sole determiner of level. Indeed, even in a recent case involving impermissible benefits totaling over \$70,000, the COI relied on several other factors in addition to the value when concluding the violations were Level I. *See Sacramento State* (concluding the violations were Level I because they involved a significant monetary value and provided several advantages to the institution, including keeping student-athletes at the institution following a scholarship loss, easing the transition for incoming student-athletes by securing housing arrangements for them, providing access to training opportunities for prospects to improve their performance before arriving on campus, facilitating a talented prospect relocating to the area of campus by arranging access to housing and training, and creating opportunities to evaluate local prospects through their participation in the local tennis

¹⁵ In his NOA response and at the hearing, the head coach claimed that the compensation he paid student-athletes 1 and 2 from the fall of 2015 to the fall of 2017 cannot be impermissible because he is permissibly paying them an even higher rate now. But as the institution explained at the hearing, the difference is the contemporaneous documentation. The club has now documented that the two student-athletes are serving as head coaches and has implemented written job descriptions and an established pay structure that sets them apart from other student-athletes working at the club based on their job duties. In other words, in the eyes of the institution, the club has established that student-athletes 1 and 2 are not providing "similar services" to other student-athletes working at the club. *See* Bylaw 12.4.1-(b) (stating that compensation must be paid commensurate with the going rate in that locality "for similar services").

¹⁶ Student-athlete 1 also competed and received expenses while ineligible as a result of the impermissible housing arrangement.

academy). Here, the benefits were more limited. While the improper compensation covered the student-athletes' housing costs, the institution stated that it could have done the same through permissible financial aid. And nothing in the record demonstrates or suggests that the student-athletes' commitment to UCSB was in any way tied to promises of compensation by the head coach's club.

Furthermore, the COI has concluded in past cases that Level II violations occurred when the value of the benefit was comparable to the amount of improper pay received by student-athletes 1 and 2, and where the benefit provided more than a minimal but less than a substantial advantage to the student-athlete. See *Brigham Young University* (2018) (concluding in an SDR that Level II violations occurred when, over a two-year period, boosters provided a men's basketball student-athlete with over \$12,000 in extra benefits, including all-expense paid trips and the use of cars and automobile insurance) and *University of the Pacific* (2017) (concluding that a Level II extra benefit violation occurred when the head baseball coach arranged for the sister of a baseball student-athlete to receive \$16,000 payment as a student trainer to offset housing costs for her and her brother). Consistent with these cases, and pursuant to Bylaw 19.1.2, the panel concludes that the improper compensation and extra benefits violations are Level II because they provided more than a minimal but less than a substantial or extensive impermissible benefit or advantage.

D. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2014-15 through 2017-18)]

Both the head track coach and the head water polo coach failed to rebut the presumption of responsibility for the violations in their programs from 2015 through 2017. Specifically, both head coaches failed to promote an atmosphere of compliance in their programs due to their personal involvement in the violations and failure to consult with the compliance staff to ascertain whether their conduct was permissible. Additionally, the head water polo coach involved a direct report in the violations. UCSB agreed that the information in the record could reasonably support both head coach responsibility violations as alleged. The two head coaches disputed the allegations. The panel concludes both head coach responsibility violations occurred, and they are Level II.

1. NCAA legislation relating to head coach responsibility.

The applicable portions of the bylaws may be found at Appendix Two.

2. The head track coach violated NCAA head coach responsibility legislation through his direct involvement in CARA violations and his failure to ascertain whether monitoring student-athletes' summer and day-off workouts was permissible.

From the summer of 2015 through December 2017, the head track coach failed to meet his responsibility to promote an atmosphere of compliance within his program. He was directly involved in CARA violations that might have been avoided had he consulted with compliance regarding the permissibility of his monitoring activities. Instead, the head coach acted

independently, disregarding well-known CARA rules to substitute his own judgment as to what was permissible for his student-athletes. The head track coach's failure to promote an atmosphere of compliance violated Bylaw 11 head coach responsibility legislation.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor the individuals in their program who report to them. The bylaw presumes that head coaches are responsible for violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

Here, the head track coach could not rebut the presumption due to his personal involvement in the violations and his failure to communicate with the compliance staff. With respect to the former, the head coach was actively involved in monitoring student-athletes' summer and day-off training activities, which turned those activities into CARA. Had the head coach consulted with compliance, he might have learned that his monitoring activities were impermissible. Instead, the head coach operated his training program according to his own assumptions of what CARA rules permitted and his assessment of what was best for his student-athletes. Proceeding under the belief that distance running has physical demands unique from other sports, the head track coach applied CARA rules in a way that completely undermined their purpose of ensuring student-athletes have time to rest, recover and focus on their academic work. Although the head track coach claimed that a previous UCSB compliance staff approved his training program at the outset of his career, the institution could not confirm whether this occurred. But even if it did, the obligation to consult compliance and maintain open lines of communication is ongoing. Rules change over time, and coaches have a continuing responsibility to ensure their practices and operations comply with modern and current legislation. By failing to meet this responsibility, and through his direct involvement in the CARA violations, the head coach violated Bylaw 11.1.1.1.

In attempting to rebut the presumption of responsibility, the head track coach focused on his history of compliance. He provided a series of emails in which he discussed compliance issues with student-athletes and raised questions with the compliance staff. He also pointed to other compliance efforts, including addressing key compliance concerns at weekly staff meetings, providing yearly instruction to staff on department rules and staying up to date on department policies. The panel recognizes these efforts, but they are not sufficient to overcome the presumption of responsibility under Bylaw 11. The head track coach's failures were not simply a one-time lapse in judgment or the result of a misunderstanding as in previous cases where head coaches have rebutted the presumption of responsibility. *See Pacific* (concluding the head baseball coach did not violate Bylaw 11 where the underlying benefits violation resulted from a legitimate misunderstanding between the head coach and an associate athletics director and the head coach had a longstanding history of compliance) and *Wichita State University* (2015) (concluding the head baseball coach did not violate Bylaw 11 where he failed one time to ask follow-up questions regarding his administrative assistant's impermissible benefits violation and otherwise had a long history of compliance). Unlike in these cases, the head track coach failed for over two years to consult compliance regarding his training and monitoring practices. As the COI has made clear in its decisions, compliance starts at the top. By failing to follow CARA rules and consult with

compliance, the head track coach did not promote an atmosphere of compliance within his program.

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

3. The head water polo coach violated NCAA head coach responsibility legislation through his direct involvement in recruiting inducement and extra benefit violations, his failure to ascertain whether the housing and compensation arrangements were permissible, and his involvement of the assistant coach in the violations.

From the summer of 2015 to the fall of 2017, the head water polo coach failed to meet his responsibility to promote an atmosphere of compliance within his program. He was personally involved in arranging housing for student-athlete 1 and providing improper employment compensation to student-athletes 1 and 2. And as with the head track coach, these violations might have been avoided had the head water polo coach consulted compliance instead of relying on his own assumptions regarding what was permissible. The head water polo coach's failure to promote an atmosphere of compliance violated Bylaw 11 head coach responsibility legislation, which is set forth above.

For over two years, the head water polo coach was involved in conduct that he should have known violated NCAA legislation. First, he was personally involved in facilitating housing for student-athlete 1—his star recruit—who moved from his home country to Santa Barbara prior to enrollment. The head coach did not consult compliance regarding the permissibility of this arrangement, and he did not take any affirmative steps to prevent violations from occurring once the student-athlete arrived in the vicinity of campus. For example, he did not seek out any information regarding when the student-athlete was arriving, who was picking him up, where he was staying, or who he would be associating with when he arrived. Instead, the head water polo coach remained detached from the situation and assumed the student-athlete would do what he needed to do once he arrived in the locale.

The head water polo coach was also personally involved in the improper compensation and extra benefit violations. Here again, he failed to communicate with compliance in order to ascertain whether the compensation arrangement with student-athletes 1 and 2 was permissible. Moreover, he involved the assistant coach—a direct report—in the violations. The head coach has admitted

that the club did not keep good records and he did not communicate sufficiently with compliance regarding compensation for the student-athletes coaching at the club. This admission is underscored by the improvements the club has made to its record-keeping practices since the events in this case, as well as the mutual efforts by the compliance staff and the head and assistant water polo coaches to improve their lines of communication.¹⁷

The panel acknowledges the head water polo coach's long history of compliance, but it is not enough to overcome the presumption of responsibility. Even a head coach with a strong track record can violate Bylaw 11 by failing to meet his responsibilities in a few key areas. As with the head track coach, the head water polo coach's failures were not simply a one-time lapse in judgment or the result of a misunderstanding. *See Pacific* and *Wichita State*. Rather, over a two-year period, the head coach failed to consult compliance in instances where he either assumed he knew the rules or lacked the impetus to find out. The head coach's conduct did not promote an atmosphere of compliance within the men's water polo program.

As noted above, the COI has concluded that head coach responsibility violations occurred in previous cases where head coaches have been personally involved in violations and failed to consult compliance. *See Sacramento State* and *Monmouth*. Additionally, where head coaches have involved other staff members in the violations, the COI has concluded that they did not promote an atmosphere of compliance. *See University of Oregon* (2018) (concluding the head women's basketball coach did not promote an atmosphere of compliance when he was actively involved in practice violations and encouraged the involvement of the assistant strength coach).

The enforcement staff alleged this violation as Level I, but the panel concludes it is Level II. As with the head track coach's Bylaw 11.1.1.1 violation, it arises from underlying Level II violations. Thus, consistent with Bylaw 19.1.2-(e) and the cases cited above, the head water polo coach's violation is Level II. *See Oregon, Sacramento State* and *Monmouth*.

V. VIOLATION NOT DEMONSTRATED

The amended NOA alleged that the head water polo coach violated Bylaw 10 unethical conduct legislation by knowingly arranging a recruiting inducement—housing—for student-athlete 1 and knowingly providing extra benefits in the form of improper compensation for student-athletes 1 and 2. The panel concludes that the facts do not support an unethical conduct violation because the head water polo coach did not willfully attempt to subvert NCAA recruiting or benefits legislation.

¹⁷ At the hearing, the panel explored several apparent gaps in UCSB's compliance systems related to both the water polo and track violations. These included the institution's prior practices involving student-athlete verification of CARA logs, the lack of compliance spot-checking of the water polo club and the previously voluntary nature of the student-athlete employment forms, among other areas. However, a violation of Constitution 2.8.1 was not alleged, and the panel does not decide that issue here. Nor does the panel make additional allegations pursuant to Bylaw 19.7.7.4.

Bylaw 10 requires institutional staff members to conduct themselves in an ethical manner. In accordance with Bylaw 10.1-(b) (formerly 10.1-(c)), staff members must not knowingly involve themselves in offering or providing a prospective or enrolled student-athlete with an impermissible recruiting inducement or extra benefit.

The boundaries of unethical conduct are not precisely defined, but the head water polo coach's conduct in this case does not rise to the level necessary to conclude that he acted unethically. His actions demonstrated carelessness toward rules compliance, to be sure. And he exercised poor judgment in how he handled student-athlete 1's early arrival prior to enrollment and the compensation arrangements for both student-athletes. But nothing in the record or in the head coach's statements at the hearing suggest that he was intentionally trying to skirt NCAA rules to provide the student-athletes with housing and excess compensation. Carelessness and poor judgment support the head coach responsibility violation; they do not support unethical conduct.

With respect to the arrangement of housing, the head water polo coach did not ask or pressure the club coach to house student-athlete 1. At most, he mentioned that the student-athlete was interested in playing for a club team but would need a place to stay. While this constitutes a violation of Bylaw 13 and supports the head coach responsibility violation, it does not rise to the level of unethical conduct. This is consistent with other recent cases in which the facilitation of housing, without more, did not support an unethical conduct violation. *See University of Arizona* (2019) (no unethical conduct violation alleged or concluded in an SDR where the head diving coach arranged for a prospect to live with representatives of the institution's athletics interests for a period of eight months prior to enrollment) and *St. John's* (no unethical conduct violation alleged or concluded in an SDR where the head women's volleyball coach arranged off-campus housing, transportation, tutoring and participation in open gyms for a prospect who arrived in the institution's locale prior to enrollment). As in these cases, the head water polo coach did not act unethically when he facilitated the housing arrangement for student-athlete 1.

He also did not act unethically with respect to his club's compensation of student-athletes 1 and 2. Although their stipends were significantly higher than the rates paid to other student-athletes working at the club, the head coach believed they were in line with what other clubs were paying their coaches. The head coach should have consulted compliance to ensure he understood the compensation rules correctly, and he should have kept better records to document student-athlete compensation. But these failings demonstrate that he did not meet his head coach responsibility; they do not demonstrate that he was willfully attempting to subvert NCAA employment compensation rules. Furthermore, although he conferred an advantage on the student-athletes by covering their housing costs, the institution stated that the same advantage could have been provided through other permissible means. This is similar to the situation in *Pacific*, where the head baseball coach violated Bylaw 16 extra benefits legislation when he provided impermissible athletically related aid through the sister of a student-athlete that could have been provided directly and permissibly to the student-athlete himself. In that case, the COI concluded that the head coach's conduct supported the underlying Bylaw 16 violation but did not demonstrate that the coach acted unethically. Here, although the head water polo coach's conduct was poorly considered, it did not rise to the level of unethical.

VI. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involved Level II violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive advantage or benefit.

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 UCSB, the head track coach, the head water polo coach and the assistant water polo coach. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

The panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level II-Standard for UCSB, the head track coach and the assistant water polo coach, and Level II-Aggravated for the head water polo coach.

Aggravating Factors for UCSB

- 19.9.3-(g): Multiple Level II violations by the institution;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct; and
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect.

UCSB agreed that each of these factors applies.¹⁸ Bylaw 19.9.3-(g) applies because this case involves five Level II violations by the institution. Application of Bylaw 19.9.3-(h) is consistent with previous cases where head coaches were personally involved in violations. *See Monmouth* (determining the factor applied where the head men's tennis coach was directly involved in arranging housing for a prospect); *Rutgers, the State University of New Jersey, New Brunswick* (2017) (determining the factor applied where the head football coach was directly involved in arranging an impermissible academic benefit for a student-athlete). Finally, consistent with previous cases, Bylaw 19.9.3-(i) applies because the violations in the men's water polo program caused significant ineligibility for student-athletes 1 and 2. *See Monmouth* (determining the factor applied to Monmouth because institutional financial aid violations rendered four student-athletes ineligible).

Mitigating Factors for UCSB

¹⁸ The institution and enforcement staff agreed to a fourth aggravating factor: Bylaw 19.9.3-(a), *Multiple Level I violations by the institution*. Because the panel concluded that the improper compensation and head coach responsibility violations in the men's water polo program were Level II, not Level I as alleged, this factor does not apply.

19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;

19.9.4-(c): Affirmative steps to expedite final resolution of the matter;

19.9.4-(d): An established history of self-reporting Level III or secondary violations; and

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations committed by the institution.

With respect to Bylaw 19.9.4-(d), the panel applies the factor but gives it less weight. Over the past five academic years, UCSB has reported an average of five Level III violations per year. This is on the low end for a Division I institution. *See North Carolina Central University (2018)* (observing in an SDR that the COI has generally declined to apply the factor where institutions reported fewer than five Level III violations per year and determining the factor did not apply to North Carolina Central, who reported an average of only 3.25 violations per year).

Additionally, the panel declines to apply a fifth mitigating factor agreed to by UCSB and the enforcement staff: Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violations*. The enforcement staff identified this factor in connection with the CARA violations in the track program. But those violations were not self-detected—they came to light when student-athletes reported possible CARA issues to the athletics administration. Moreover, the CARA violations had been going on for approximately two years at the time of these reports, and thus were not promptly detected. Likewise, an outside informant reported the water polo housing violation, which then led to discovery of the improper compensation violations. These violations, too, had been going on for approximately two years at the time the institution discovered them. As past decisions make clear, both components of Bylaw 19.9.4-(a) must be present for the factor to apply. The COI has previously determined this factor did not apply when violations continued undetected for a significant period and/or were detected through means other than the institution's compliance systems. *See St. John's* (determining the factor did not apply because institutional personnel failed to recognize potential compliance issues in a timely fashion, which allowed the violations to continue undetected for over five months) and *Appalachian State University (2016)* (determining in an SDR that the factor did not apply because the institution was alerted to impermissible text messages by a prospect's father approximately three years after the conduct occurred). Consistent with these cases, the factor does not apply here.

Aggravating Factors for the Head Track Coach

19.9.3-(g): Multiple Level II violations by the assistant coach; and

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

The head track coach disputed both aggravating factors. With respect to Bylaw 19.9.3-(g), he argued that if CARA and head coach responsibility violations occurred, they were Level III. For the reasons set forth in this decision, however, the violations are Level II and this factor therefore applies. As for Bylaw 19.9.3-(h), the head track coach claimed that he relied on the advice of the

compliance staff, did not make any effort to disguise or deny his actions and did not intentionally violate any rules. But the head track coach is a person of authority who participated in the CARA violations; therefore, the factor plainly applies. *See University of Utah (2019)* (determining in an SDR that the factor applied because the head men's basketball coach was personally involved in the recruiting violations).

Mitigating Factor for the Head Track Coach

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the head track coach.

Although the head track coach did not identify a specific factor, he argued that additional mitigation was warranted because he participated in the investigation, gave interviews and provided documentation. To the extent he was arguing in support of Bylaw 19.9.4-(f), *Exemplary cooperation*, the panel determines this factor does not apply. The head track coach satisfied his obligation to cooperate under Bylaw 19.2.3 but did not meet the high bar associated with exemplary cooperation. *See University of Northern Colorado (2017)* (determining the factor applied to two assistant coaches and a graduate assistant who promptly admitted to the violations, sat for multiple interviews, went to great lengths to participate in the infractions hearing and provided candid information that assisted the panel in its consideration of the case).

Aggravating Factors for the Head Water Polo Coach

19.9.3-(g): Multiple Level II violations by the individual.

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violations or related wrongful conduct; and

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect.

The head water polo coach disagreed with each of these factors. With respect to Bylaw 19.9.3-(g), he argued that if any violations did occur, they were Level III. For the reasons set forth in this decision, however, the impermissible benefits, compensation and head coach responsibility violations are Level II and this factor therefore applies.¹⁹ Regarding Bylaw 19.9.3-(h), the head coach claimed the factor should not apply because no violations of NCAA legislation occurred. However, the panel concluded that the violations occurred and the head coach was personally involved. Accordingly, the factor applies. The COI has previously determined that this factor applies when a prospect is in the vicinity of campus prior to enrollment and the head coach disregards the potential for violations arising from that situation. *See The Ohio State University*

¹⁹ The enforcement staff also proposed Bylaw 19.9.3-(a), *Multiple Level I violations*, and Bylaw 19.9.3-(e), *Unethical conduct*. Because the panel concluded that all violations involving the head water polo coach were Level II and he did not engage in unethical conduct, these factors do not apply.

(2017) (determining in an SDR that the factor applied because the head swimming coach disregarded the potential for violations when he did not alert the compliance staff that an international prospect was living in the institution's locale prior to enrollment). Finally, with respect to Bylaw 19.9.3-(i), the head coach acknowledged that the two water polo student-athletes were declared ineligible and had to go through reinstatement, but he claimed this was unnecessary because no violations occurred. When violations render student-athletes ineligible, the COI has applied this factor as a matter of course. The COI has declined to apply this factor only when the panel determined a violation was attributable to the institution rather than the involved individual. *See Monmouth*. Here, the ineligibility of student-athletes 1 and 2 was a direct result of the head water polo coach's arrangement of housing and employment compensation. Thus, the factor applies both to the institution and the head coach.

Mitigating Factor for the Head Water Polo Coach

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

The head water polo coach proposed three additional mitigating factors: (1) Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*; (2) Bylaw 19.9.4-(f), *Exemplary cooperation*; and (3) Bylaw 19.9.4-(g), *Violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices*. The panel determines that none of these factors apply.

First, in support of Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*, the head coach pointed to corrective actions he took immediately after the violations came to light to improve compliance processes and communication. This mitigating factor, however, recognizes actions taken to expedite the infractions process, not corrective actions taken to prevent future violations. *See Rutgers* (determining the factor applied to a head coach who, although he was no longer coaching collegiately, attended the infractions hearing, candidly addressed the panel's questions and admitted some responsibility for the violations). The head water polo coach has identified no such actions and the factor does not apply.

Second, the head water polo coach proposed Bylaw 19.9.4-(f), *Exemplary cooperation*. In doing so, he identified that he participated in multiple interviews, has been compliant and open, and has quickly provided all requested documentation. As with the head track coach, this conduct satisfies the obligation to cooperate under Bylaw 19.2.3 but does not meet the high bar associated with exemplary cooperation.

The final mitigating factor proposed by the head water polo coach is Bylaw 19.9.4-(g), *Violations were unintentional, limited in scope and represent a deviation from otherwise compliant practices*. He argued that this factor should apply because the improper compensation violation was unintentional and he has no history of rules violations. In previous cases, the COI has determined that this factor did not apply where the violations occurred over multiple months or years. *See Oregon* (determining the factor did not apply where the violations spanned three and a half years and involved multiple instances of the same impermissible conduct); *Monmouth* (determining the

factor did not apply where the head tennis coach's conduct led to violations that occurred during the entire fall semester). Here, the compensation violations spanned two years and involved over \$17,000 in impermissible benefits. Accordingly, the violation was not limited in scope and the factor does not apply.

Aggravating Factor for the Assistant Water Polo Coach

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect.

The assistant water polo coach argued that this factor should not apply because his conduct did not cause substantial harm to a student-athlete. He did not contest, however, that it caused substantial ineligibility for student-athletes 1 and 2. Accordingly, the factor applies to the assistant water polo coach as it did to the head water polo coach.

Mitigating Factor for the Assistant Water Polo Coach

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

The assistant water polo coach agreed that Bylaw 19.9.4-(h) should apply and proposed no additional mitigating factors.

All the penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered UCSB's cooperation in all parts of this case and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered UCSB's corrective actions, which are contained in Appendix One. The panel prescribes the following penalties (self-imposed penalties are so noted):

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

1. Probation: Two years of probation from November 5, 2019, through November 4, 2021.
2. Competition penalty: The men's water polo team ended its 2018 season with its last regular-season contest and did not participate in postseason conference or NCAA tournament competition. (Self-imposed.)
3. Financial penalty: UCSB shall pay a fine of \$5,000 plus one percent of each of the budgets for the men's water polo, men's cross country and women's cross country programs.²⁰
4. Scholarship reductions:

²⁰ The fine from the program budgets must be calculated in accordance with COI IOPs 5-15-5-4 and 5-15-4-1.

- a. Men's and women's cross country and track and field: During the 2019-20 academic year, UCSB reduced by 5 percent the number of grant-in-aid equivalencies awarded in the men's and women's cross country and track and field programs. The reduction was based off the number of equivalencies awarded during the 2017-18 academic year. (Self-imposed.) During the 2020-21 academic year, UCSB shall reduce by 7.5 percent the number of grant-in-aid equivalencies awarded in the men's and women's cross country and track and field programs. The 7.5 percent reduction shall be based off the average number of equivalencies awarded in these programs during the previous four academic years.
- b. Men's water polo: During the 2019-20 academic year, UCSB reduced by 5% the number of grant-in-aid equivalencies awarded in the men's water polo program. The reduction was based off the number of equivalencies awarded during the 2017-18 academic year. (Self-imposed.) During the 2020-21 academic year, UCSB shall reduce by 7.5 percent the number of grant-in-aid equivalencies awarded in the men's water polo program. The 7.5 percent reduction shall be based off the average number of equivalencies awarded in the program during the previous four academic years.

5. Recruiting restrictions:

- a. Men's and women's cross country and track and field official visits: For the 2018-19 academic year, UCSB reduced by 12.5 percent the number of official paid visits in the men's and women's cross country and track and field programs. The reduction was based off the average number of visits used in those programs during the 2014-15, 2015-16 and 2016-17 academic years. (Self-imposed.) For the 2020-21 academic year, UCSB shall reduce by 12.5 percent the number of official paid visits in the men's and women's cross country and track and field programs. The reduction shall be based off the average number of visits used during the previous four academic years.
- b. Men's and women's cross country and track and field unofficial visits: For the 2020-21 academic year, UCSB shall prohibit unofficial visits in the men's and women's cross country and track and field programs for six weeks during the recruiting season.
- c. Men's water polo official visits: For the 2018-19 academic year, UCSB reduced by 12.5 percent the number of official paid visits in the men's water polo program. The reduction was based off the average number of visits used during the 2014-15, 2015-16 and 2016-17 academic years. (Self-imposed.) For the 2020-21 academic year, UCSB shall reduce by 12.5 percent the number of official paid visits in the men's water polo program. The reduction shall be based off the average number of visits used during the previous four academic years.
- d. Men's water polo unofficial visits: UCSB prohibited unofficial visits in the men's water polo program for a six-month period from April 2018 through September 2018. (Self-

imposed.) For the 2020-21 academic year, UCSB shall prohibit unofficial visits in the men's water polo program for six weeks during the recruiting season.

6. Show-cause order (head track coach): The head track coach was personally involved in CARA violations for a two-and-a-half-year period and failed to promote an atmosphere of compliance in his program during this time. Therefore, the head track coach shall be subject to a one-year show-cause order from November 5, 2019, to November 4, 2020. Pursuant to COI IOP 5-15-3-1, if the head track coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the one-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.

Head coach restriction: The head track 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, should the head track coach become employed in an athletically related position at an NCAA member institution during the one-year show-cause period, the head track coach shall be suspended from 30 percent of the season's contests. The suspension shall run concurrently with the show-cause order. Because the show-cause order restricts the head track coach from all athletically related activity, this suspension is subsumed within the show-cause order.

Although each case is unique, the show-cause order and head coach restriction are consistent with those prescribed in previous cases for Level II-Standard violations. *See Monmouth* (prescribing a one-year show-cause order and 30 percent suspension for the Level II-Standard violations of the head tennis coach who arranged for impermissible recruiting inducements in the form of housing, impermissible permitted a prospect to practice prior to enrollment and violated head coach responsibility legislation) and *Rutgers* (prescribing a one-year show-cause order and three-game self-imposed suspension for Level II-Standard violations of the head men's football coach who failed to monitor the football ambassador program, failed to comply with institutional policy when he contacted the instructor to arrange an impermissible academic benefit for a student-athlete and violated head coach responsibility legislation).

7. Show-cause order (assistant water polo coach): The assistant water polo coach provided impermissible benefits in the form of improper employment compensation and pay for work not performed to two student-athletes. Therefore, he shall be subject to a one-year show-cause order from November 5, 2019, to November 4, 2020. During the one-year show-cause period, the assistant water polo coach shall be suspended from all coaching duties for 30 percent of the season's contests. The suspension shall be served subsequent to the completion of the head water polo coach's suspension prescribed in Penalty No. 8. The provisions of this suspension require that the assistant coach not be present in the facility where contests are held and have no contact or communication with men's water polo coaching staff members or student-athletes during the suspension dates. The prohibition includes all coaching activities for the period of

time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, the assistant coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. UCSB or any other NCAA member institution employing the assistant water polo coach during the one-year show-cause period shall adhere to this penalty. The plan for implementing the suspension shall be included in UCSB's preliminary compliance report.

Although each case is unique, the show-cause order is consistent with those prescribed in other cases involving Level II-Standard violations, as described above. *See Monmouth* and *Rutgers*.

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

8. Show-cause order (head water polo coach): The head water polo coach was personally involved in arranging a recruiting inducement and providing extra benefits in the form of improper compensation and pay for work not performed. Therefore, the head water polo coach shall be subject to a two-year show-cause order from November 5, 2019, to November 4, 2021. During the two-year show-cause period, the head coach shall be prohibited from participating in all off-campus recruiting activity. UCSB or any other NCAA member institution employing the head water polo coach during the two-year show-cause period shall adhere to this penalty.

Head coach restriction: The head water polo 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 water polo coach shall be suspended from the first 30 percent of the season's contests during the first year of the show-cause period. The provisions of this suspension require that the head water polo coach not be present in the facility where contests are held and have no contact or communication with men's water polo coaching staff members or student-athletes during the suspension dates. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, the head coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record. The plan for implementing the suspension shall be included in UCSB's preliminary compliance report.

Although each case is unique, the show-cause order and head coach restriction are consistent with those prescribed in previous cases involving Level II-Aggravated violations. *See Sam Houston State University* (2017) (prescribing a three-year show-cause order and 30 percent suspension for the Level II-Aggravated violations of the head tennis coach who provided impermissible recruiting inducements and benefits and engaged in impermissible contacts) and *Prairie View A&M University* (2017) (prescribing a two-year show-cause order for the Level II-Aggravated violations of the assistant men's basketball coach, who provided extra benefits by arranging payment for a student-athlete's course).

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

9. Public reprimand and censure through the release of the public infractions decision.
10. Vacation of team and individual records: UCSB acknowledged that two men's water polo student-athletes competed while ineligible as a result of the violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-6, UCSB shall vacate all regular season and conference tournament records and participation in which the two ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition.²¹ This order of vacation includes all regular season competition and conference tournaments. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, UCSB'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, UCSB's records regarding its men's water polo program, as well as the records of the head men's water polo 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 stationery, banners displayed in areas accessible to the public and any other forum in which they may appear. Any trophies awarded by the NCAA in men's water polo 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-athletes 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

²¹ 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 serious intentional violations or the direct involvement of a coach or booster. 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 impermissible recruiting inducements and extra benefits resulted in ineligible competition. See *DePaul University* (2019); *BYU*; and *University of Louisville* (2017).

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.

11. UCSB prohibited the men's water polo coaching staff from engaging in recruiting communication with international prospective student-athletes (other than those already signed by the institution or verbally committed to the institution) from April 1, 2018, through December 31, 2018. (Self-imposed.)
12. Throughout the 2018-19 academic year, UCSB reduced CARA by four hours per week for cross country student-athletes and track and field student-athletes who are also on the cross country squad list. (Self-imposed.)
13. Throughout the 2018-19 academic year, UCSB required two days off from CARA per week for cross country student-athletes and track and field student-athletes who are also on the cross country squad list. (Self-imposed.)
14. During the period of probation, UCSB 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 report to the OCOI by **January 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 **August 30** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to CARA and student-athlete employment;
 - d. Inform prospects in the involved sports programs in writing that UCSB is on probation for two years 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 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.

14. Following the receipt of the final compliance report and prior to the conclusion of probation, UCSB's chancellor shall provide a letter to the COI affirming that UCSB's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises UCSB, the head track coach, the head water polo coach and the assistant water polo coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor UCSB 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 UCSB does not comply or commits additional violations. Likewise, any action by UCSB or the involved coaches 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

Norman Bay

Jody Conradt

Thomas Hill

Jason Leonard

Roderick Perry

David M. Roberts, chief hearing officer

APPENDIX ONE

**UCSB'S CORRECTIVE ACTIONS IDENTIFIED IN ITS
RESPONSE TO THE AMENDED NOTICE OF ALLEGATIONS**

1. Corrective measures focused on men's and women's cross country and track and field:
 - a. In the summer of 2018, UCSB's athletics compliance staff provided rules education about CARA to all UCSB cross country and track and field coaches;
 - b. In June of 2018, UCSB issued a letter of reprimand to two cross country and track and field assistant coaches; and
 - c. Beginning in the fall of 2018, UCSB prohibited cross country student-athletes (and track and field student-athletes that compete in cross country) from entering into any training logs mileage or time of voluntary runs or other voluntary training activities on designated days off from CARA.
2. Corrective measures focused on men's water polo:
 - a. In April of 2018, UCSB issued a letter of reprimand to the head and assistant men's water polo coaches;
 - b. UCSB required attendance by the head and assistant men's water polo coaches at an NCAA regional rules seminar in 2018.
 - c. In the spring of 2018, UCSB implemented a prohibition on signing of men's water polo international prospects (other than one who verbally committed prior to April 1, 2018) to a National Letter of Intent (NLI) or grant-in-aid award letter prior to the conclusion of the 2019 signing period (August 2019).
 - d. In April of 2018, UCSB required a memo signed by the men's water polo coaches and the student-athletes about whom the investigation of the case revealed violations regarding the proper logging of hours worked by the student-athletes at the head coach's water polo club and the payment of appropriate rates of compensation.
 - e. In the summer of 2018, UCSB initiated monthly monitoring by the athletics compliance staff of hours worked and payments received by student-athletes working for the head coach's water polo club.
3. Corrective measures applicable throughout the UCSB athletics department:

- a. In the spring of 2018, UCSB's athletics compliance staff conducted a rules education session specifically about student-athlete employment and housing arrangements for all coaches and athletics staff.
- b. In the spring of 2018, UCSB's athletics compliance staff conducted a rules education session specifically about student-athlete employment and housing arrangements for all student-athletes.
- c. In the spring of 2018, UCSB enhanced monitoring of student-athlete employment through mandatory completion by all student-athletes of an annual employment form.
- d. Beginning in summer of 2018, UCSB prohibited the use of training logs or spreadsheets submitted to or reviewed by coaches on paper or online to log summer voluntary workouts by cross country student-athletes.
- e. In the 2018-19 academic year, UCSB enhanced monitoring of student-athlete housing through mandatory completion by all student-athletes of a housing form prior to competition annually.
- f. In the 2018-19 academic year, UCSB enhanced monitoring of coaches involved with club sports by required completion of the Declaration of Local Sports Club form by all coaches.
- g. In the fall of 2018, UCSB's athletics compliance staff provided rules education about CARA to all UCSB coaches and athletics staff.
- h. In the fall of 2018, UCSB's athletics compliance staff provided rules education about CARA to all UCSB student-athletes.
- i. Beginning in the fall of 2018, UCSB required the use of compliance software by all UCSB coaches to track and monitor compliance with legislation included in NCAA Bylaws 13 and 17.
- j. In the winter of 2018-19, UCSB underwent an NCAA rules compliance review of the athletics department (and related functions) by an outside entity experienced in evaluating institutional NCAA rules compliance systems.

APPENDIX TWO
Bylaw Citations

Division I 2014-15 Manual

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.1-(c) 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:

(c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;

11.1.1.1 Responsibility of Head Coach. An institution's head coach is presumed to be responsible for the actions of all assistant coaches and administrators 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 assistant coaches and administrators involved with the program who report, directly or indirectly, to the coach.

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their relatives or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.

13.2.1.1-(h) Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

(h) Free or reduced-cost housing;

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.

17.5.6 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 17.5.1 except as permitted in Bylaw 17.1.7.2.

17.5.6.1 Summer Practice. 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 2015-16 Manual

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.1-(c) 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:

- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;

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.

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

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

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

16.8.1 Permissible. An institution, 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.

16.11.2.1 General Rule. The student-athlete shall not receive any extra benefit. The term “extra benefit” refers to any special arrangement by an institutional employee or representative of the institution’s athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

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.

17.1.7.4 Required Day Off—Playing Season. During the playing season, all countable athletically related activities (per Bylaw 17.02.1) shall be prohibited during one calendar day per week, except during participation in one conference and postseason championship and any postseason bowl games or National Invitation Tournaments, and during participation in NCAA championships.

17.6.6 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 17.6.1 except as permitted in Bylaw 17.1.7.2.

17.6.6.1 Summer Practice. 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

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

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:

- (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;

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.

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

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

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

16.8.1 Permissible. An institution, 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.

16.11.2.1 General Rule. The student-athlete shall not receive any extra benefit. The term “extra benefit” refers to any special arrangement by an institutional employee or representative of the institution’s athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

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.

17.1.7.4 Required Day Off—Playing Season. During the playing season, all countable athletically related activities (per Bylaw 17.02.1) shall be prohibited during one calendar day per week, except

during participation in one conference and postseason championship and any postseason bowl games or National Invitation Tournaments, and during participation in NCAA championships.

17.6.6 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 17.6.1 except as permitted in Bylaw 17.1.7.2.

17.6.6.1 Summer Practice. 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 2017-18 Manual

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

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:

(c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;

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.

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

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition. If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations

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

16.8.1 Permissible. An institution, 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.

16.11.2.1 General Rule. The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

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.

17.1.7.6 Required Day Off—Playing Season. During the playing season, all required athletically related activities (per Bylaw 17.02.14) shall be prohibited during one calendar day per week, except during participation in one conference and postseason championship and any postseason bowl games or National Invitation Tournaments, and during participation in NCAA championships. Health and medical activities (e.g., medical evaluations or treatment for prevention and/or rehabilitation of injuries) or activities that are academically related (e.g., meetings with academic advisor, tutoring sessions) are permitted on the day off.

17.6.6 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 17.6.1 except as permitted in Bylaw 17.1.7.2.

17.6.6.1 Summer Practice. 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.

APPENDIX THREE
Determination on Remand

Recently, the panel reconvened to consider the remand in this case from the IAC. The remand stemmed from the head water polo coach's appeal of the three violations in which he was named and the show-cause order and suspension prescribed by the panel. On appeal, the IAC affirmed the panel's conclusions that the head water polo coach provided improper employment compensation and extra benefits to student-athletes 1 and 2 and violated head coach responsibility legislation. However, the IAC vacated the panel's conclusion that the head water polo coach provided an impermissible recruiting inducement to student-athlete 1 by facilitating the student-athlete's free housing with the club coach.²² After vacating this violation, the IAC remanded the case to the panel to reexamine the classification of the head water polo coach's violations and his penalties in light of the vacated violation.

Following this direction, pursuant to Bylaws 19.9.2 and 19.9.2.2, the panel continues to classify the head water polo coach's violations as Level II-Aggravated. The panel maintains this classification because it determines that none of the aggravating or mitigating factors identified in its 2019 decision are materially affected by the vacated violation. Specifically, Bylaw 19.9.3-(g), *Multiple Level II violations by the individual*, still applies because two Level II violations are attributable to the head water polo coach—his provision of improper employment compensation and extra benefits to the two student-athletes and his violation of head coach responsibility legislation. Additionally, because the head water polo coach is a person of authority who was directly involved in the remaining violations, Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violations or related wrongful conduct*, continues to apply. Finally, because the provision of improper employment compensation and extra benefits to student-athletes 1 and 2 rendered them ineligible, Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect*, still applies.

As it relates to mitigating factors, the panel continues to credit the head water polo coach for his lack of previous violations through the application of Bylaw 19.9.4-(h), *The absence of prior conclusions of Level I, Level II or major violations*. The panel did not identify any new mitigating factors that would apply as a result of the vacated violation. Accordingly, with three aggravating factors and one mitigating factor, the panel determines that the Level II-Aggravated classification remains appropriate.

²² The IAC's decision did not expressly state which portion of the Bylaw 19.10.1.2 appellate standard it relied on in making this determination. The IAC initially referenced subsection (a), which states that the COI's factual findings and conclusions shall not be set aside on appeal except where "a *factual finding* is clearly contrary to the information presented to the panel." (emphasis added). However, the IAC then went on to discuss whether the COI's "finding of *violation*" was clearly contrary to the information presented to the panel. These appear to be two different standards. Ultimately, the IAC stated that it "do[es] not believe there is sufficient factual information presented in this case to demonstrate that the [head water polo coach] directly or indirectly 'arranged' for housing for student-athlete 1." This determination appears to align more closely with subsection (b) of the appellate standard, which states that the COI's findings and conclusions shall not be set aside except where "[t]he facts found by the panel do not constitute a violation of the NCAA constitution or bylaws."

Because the classification of the head water polo coach's violations remains the same, the panel maintains the same penalties, which fall at the lowest end of the available ranges in the membership's Figure 19-1 penalty guidelines. The panel notes that the IAC lifted the automatic Bylaw 19.10.2.2 stay of the head water polo coach's penalties on May 26, 2020. Accordingly, the head water polo coach's penalties began to run as of that date.