



**MISSOURI STATE UNIVERSITY  
PUBLIC INFRACTIONS DECISION  
November 4, 2021**

**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 the public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved impermissible recruiting inducements, impermissible benefits, countable athletically related activity (CARA) outside the legislated playing season, and impermissible coaching activity in the women's volleyball program at Missouri State University.<sup>2</sup> The former head women's volleyball coach was at the center of these violations, and her personal involvement demonstrated that she did not meet her legislated responsibility as a head coach. Additionally, the institution failed to monitor the women's volleyball program over the approximately three-year period of the violations. Finally, after separating from the institution, the head coach violated the principles of ethical conduct and cooperation when she provided false or misleading information during her interviews with the NCAA enforcement staff.

The violations in this case are rooted in the conduct of a longtime head coach operating independently of the compliance staff and with indifference toward well-known rules, and an institution that placed too much trust in the head coach and did not have adequate compliance systems in place to effectively monitor her or the activities occurring within her program. As a result of these failures, numerous violations occurred in the women's volleyball program for more than three years. These violations implicated multiple areas of NCAA legislation, including recruiting inducements, extra benefits, CARA and coaching limitations.

First, from March 2016 through July 2019, the head coach provided, arranged for or permitted her staff to provide approximately \$16,200 in impermissible recruiting inducements and benefits. The bulk of these benefits consisted of free or reduced-cost housing—including in rental properties owned by the head coach—that allowed incoming and enrolled student-athletes to live near campus during summers and participate in strength and conditioning workouts and volleyball camps. Additionally, the head coach and her staff arranged and provided cost-free tutoring and other academic assistance to help two women's volleyball prospects meet initial admission and eligibility requirements. The head coach also permitted one of these prospects, a nonqualifier, to travel and receive expenses as part of the team's foreign tour, and provided a fundraising credit

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

<sup>2</sup> A member of the Missouri Valley Conference, Missouri State has an enrollment of approximately 24,000 students. It sponsors six men's and 11 women's sports. This is the institution's first Level I, Level II or major infractions case.

that allowed another student-athlete to participate in the tour inconsistent with the institution's policy. Finally, the head coach and her staff provided other benefits and inducements including free housing during prospects' unofficial visits, discounted team apparel, and free private lessons and transportation for an international prospect. Due to the nature, number and duration of these benefits and inducements, they collectively constitute a Level I violation.

Second, over roughly the same three-year period, the head coach directed incoming and enrolled student-athletes to participate in athletically related activities during summer volleyball camps in violation of CARA legislation. Additionally, the head coach provided monthly payments and free housing to coaches who were intended to be volunteers, thus causing the women's volleyball program to exceed the permissible number of countable coaches. The CARA and coaching activity violations are Level II.

The many violations in the women's volleyball program demonstrated that the head coach failed to promote an atmosphere of compliance and monitor her staff. She assumed she knew rules, failed to consult with compliance when she did not, and was generally indifferent to rules compliance during her last three years of employment at the institution. This was illustrated by one administrator's acknowledgement that near the end of the head coach's tenure, members of the women's volleyball coaching staff feared discipline if they objected to a request made by the head coach. During this same period, the institution failed to adequately monitor the women's volleyball program. Among other things, the compliance staff did not look for red flags related to unofficial visit itineraries, monitor summer housing or spot check practices and camps. The institution also failed to provide adequate rules education to coaching staff. The head coach responsibility and failure to monitor violations are Level I.

Finally, following her separation from the institution, the head coach provided false or misleading information when she interviewed with the enforcement staff. Specifically, she denied involvement in arranging cost-free summer housing and tutoring for certain prospects and denied that she permitted a former volunteer assistant coach to perform coaching activities without being designated a volunteer coach. The head coach's denials were contrary to factual information in the record and therefore violated principles of ethical conduct and the obligation to cooperate. The post-separation violation is Level I.

After considering applicable aggravating and mitigating factors, the panel classifies this case as Level I-Standard for Missouri State and Level I-Aggravated for the head coach. Utilizing the applicable penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: three years of probation; a one-year postseason ban; a fine of \$5,000 plus one percent of the budget of the women's volleyball program; scholarship reductions; recruiting restrictions; vacation of records; and a five-year show-cause order for the head coach.

## **II. CASE HISTORY**

Missouri State first became aware of potential NCAA rules violations in its women's volleyball program in June 2019 when the institution learned that the program had permitted a nonqualifier to travel with the team on a foreign tour and receive expenses. Around this same time, Missouri State received information that the former head women's volleyball coach (head coach) had permitted certain student-athletes to live for free or at a reduced rate in rental properties she owned. The institution began an internal investigation and later hired an external law firm to investigate the potential violations and review the volleyball program as a whole. On July 16, 2019, Missouri State placed the head coach on administrative leave pending the outcome of the external investigation. On August 11, 2019, the firm provided Missouri State with a report that substantiated potential violations and identified other areas of concern within the women's volleyball program. The head coach resigned from the institution the following day. Missouri State submitted a self-report to the NCAA enforcement staff in September 2019.

On October 4, 2019, the enforcement staff issued a verbal notice of inquiry to the institution. Following a collaborative investigation, the enforcement staff issued a notice of allegations (NOA) to Missouri State and the head coach on November 5, 2020. The enforcement staff also issued a post-separation NOA to the head coach related to her conduct during the investigation. The institution and head coach submitted timely responses to the NOAs on February 2 and 3, 2021, respectively. On February 15, 2021, the head coach submitted an amended NOA response in order to comply with the formatting and content requirements established by the COI's Internal Operating Procedures (IOPs). The enforcement staff submitted its written reply on April 12, 2021.

On July 14, 2021, one week before the scheduled hearing in this case, the head coach informed the panel that she would not participate in the hearing. The panel held a hearing via videoconference on July 21, 2021, at which the institution provided a thorough, helpful presentation to the panel.

## **III. FINDINGS OF FACT**

Missouri State hired the head coach in 1996 following a four-year stint as an assistant coach at another NCAA Division I member institution. The head coach's 23-year tenure at Missouri State was marked by great success on the court, with her teams winning multiple conference championships and regularly appearing in the NCAA tournament. Off the court, institutional officials described the head coach as a valued employee who ran a compliant program. However, toward the end of her time at Missouri State, the head coach's approach to compliance changed, and she began handling issues and making decisions in-house rather than consulting with the compliance office.

Thus, over a roughly three-year period, the head coach and her staff engaged in and/or directed conduct without first determining whether it would run afoul of NCAA rules. This included, among other things, providing prospective and enrolled student-athletes with free or reduced-cost lodging during unofficial visits and summers; providing academic assistance to prospects;

permitting a nonqualifier to participate in the team's foreign tour and providing her with related expenses; and providing a prospect and her family with discounted team apparel. As a result, 12 women's volleyball student-athletes and one beach volleyball student-athlete competed in 150 contests and received actual and necessary expenses while ineligible. Additionally, the head coach directed enrolled and incoming women's volleyball student-athletes to participate in athletically related activity during summer camps as a means of getting in extra workouts outside the legislated playing season. Finally, the head coach provided compensation and arranged free housing for coaches who were intended to be volunteers.

### **Free-of-Charge and Reduced-Cost Lodging for Prospective and Enrolled Student-Athletes**

For more than a three-year period, the head coach and the women's volleyball program arranged for free or reduced-cost lodging for prospective and enrolled student-athletes in two contexts: (1) during prospects' unofficial visits and (2) during summer volleyball camps. The total value of the free and reduced-cost lodging was approximately \$11,560.

First, from March 2016 through July 2017, the women's volleyball coaching staff arranged for 15 prospects on unofficial visits to stay in the dorm rooms of enrolled women's volleyball student-athletes. In contravention of the institution's policy, the women's volleyball program arranged for the prospects to stay free-of-charge. The coaching staff did not consult with the compliance office on this issue. During her August 18, 2020, interview, the head coach stated that she was not involved in prospects' lodging arrangements but was generally aware that prospects sometimes stayed in the dorms with enrolled student-athletes during visits. When a former assistant women's volleyball coach raised concerns with the head coach about permitting the prospects to stay in the dorms free-of-charge, the head coach responded that this was the way the program had always done it. The total value of the free lodging was approximately \$300.

Second, for four summers beginning in June 2016, the head coach and her staff arranged for 13 women's volleyball prospects and returning student-athletes to live in the locale of the institution at a free or reduced rate. Multiple women's volleyball student-athletes reported that the head coach and her staff set an expectation that the team would report to campus during the summer to participate in strength and conditioning workouts and volleyball camps. To facilitate this, the coaching staff arranged for incoming freshman student-athletes to live free-of-charge with enrolled student-athletes during the summers of 2016, 2017 and 2019. Although the head coach denied any involvement in these arrangements, three then prospects stated during their interviews that the head coach either informed them that they would be staying with current student-athletes or presented it as an option. Several of the prospects stated that they would not have been able to come to campus early and participate in the workouts and camp activities were it not for the cost-free housing arrangements facilitated by the coaching staff.

With respect to the summer of 2018, the head coach admitted that she allowed student-athletes to live at a reduced rate in an off-campus rental property she owned. Five incoming student-athletes and two returning student-athletes lived at the rental property that summer. The head coach charged most of the student-athletes for utilities but did not charge them rent. One student-athlete

received the housing free-of-charge. In her response to the NOA, the head coach stated that she never tried to hide the fact that student-athletes were living at her rental property and that "everyone knew it." Along these lines, the student-athletes reported that the head coach never told them they could not disclose the living arrangement. Therefore, they assumed it was permissible. Two of the institution's former compliance directors stated during interviews that they were unaware of these living arrangements and did not know the head coach owned rental properties in the vicinity of campus.

Neither the head coach nor her staff consulted with compliance about the housing arrangements during the summers of 2016 through 2019. The total value of the free and reduced-cost housing provided by the women's volleyball program during these summers was approximately \$11,260.

### **Academic and Other Assistance**

In addition to housing, the women's volleyball program provided academic and other assistance to two women's volleyball prospects who were having difficulty meeting admission and eligibility requirements. Specifically, the coaching staff provided free tutoring to an international prospect who was studying for the Test of English as a Foreign Language (TOEFL) exam and also provided her with free housing for one night, transportation and private coaching when she arrived on campus. Additionally, an assistant women's volleyball coach helped another prospect complete her high school coursework.

The first instance of academic assistance occurred in 2018 when the women's volleyball coaching staff learned that the international prospect (student-athlete 1) had not scored well on the TOEFL exam. Missouri State required students who did not meet a certain scoring threshold on the exam to enroll in an intensive English language program known as the English Language Institute (ELI). Student-athlete 1's score did not meet this threshold. Accordingly, the head coach and the director of women's volleyball operations (operations director) requested a meeting with the institution's director of international services to discuss the student-athlete's situation. Specifically, they informed the director of international services that the coaching staff would arrange online tutoring for the student-athlete over the summer in preparation for re-taking the TOEFL exam, and they asked him to go ahead and admit her as a full-time student. During her interview with the enforcement staff, the head coach denied any involvement in arranging tutoring for the student-athlete. However, the director of international services recalled that the head coach was "very diligent in trying to make this happen" and he felt pressured to agree to the arrangement. A former assistant coach (assistant coach 1) also recalled being present at the head coach's meeting with the director of international services and stated that the head coach was aware of and arranged the tutoring. Ultimately, the director of international services agreed to admit student-athlete 1 on the condition that she re-take the TOEFL exam and submit a score above the minimum threshold by the end of the fall 2018 semester.

The head coach and her staff arranged for the student-athlete to receive tutoring from the operations director's roommate, who was also a former women's volleyball volunteer assistant coach. Between mid-May to mid-June 2018, the roommate met with student-athlete 1 via Skype

on more than ten occasions (and up to 30 occasions) for approximately one to two hours each. The student-athlete did not pay for the tutoring services. Student-athlete 1 took the TOEFL exam for a second time on June 16, 2018, but still did not score above the minimum threshold. As a result, the institution required her to complete supplemental English language coursework.

Student-athlete 1 arrived in the United States on July 21, 2018, approximately one month after re-taking the TOEFL exam. The head coach and other members of the women's volleyball staff picked the student-athlete up from the airport and took her to the operations director's residence where she stayed one night cost-free. Before the start of the volleyball season, the operations director's roommate provided the student-athlete with free private volleyball lessons on approximately three occasions. The roommate also drove the student-athlete approximately 100 miles round trip so that the student-athlete could visit a friend from her home country who was living in Missouri. The roommate provided the transportation free-of-charge. The total value of the lodging, tutoring, private coaching and transportation provided to student-athlete 1 was approximately \$840.

The second instance of academic assistance occurred the following year in the spring of 2019. A prospective student-athlete (student-athlete 2) was having difficulty keeping her grades up during her final semester of high school, and the head coach was concerned that she would not be eligible to compete upon enrollment at Missouri State. The head coach directed a then assistant women's volleyball coach (assistant coach 2) to work with student-athlete 2, her high school teachers, counselors and parents to raise her GPA and ensure she would be immediately eligible. According to assistant coach 2, the head coach told her that she would be directly responsible if the student-athlete was not eligible to compete.

Thus, assistant coach 2 helped student-athlete 2 with her high school coursework during Spring 2019. The student-athlete reported that assistant coach 2 maintained regular contact with her high school teachers to make sure she stayed on track with her coursework. The student-athlete also stated that assistant coach 2 asked her to come to campus twice a week—she lived roughly 30 minutes away—and do her homework assignments while the assistant coach sat with her. According to the student-athlete, assistant coach 2 proofread some of her assignments, making minor word changes and editing for grammar. She also fact checked other assignments. The study sessions occurred twice per week over approximately five weeks and each session lasted around 90 minutes.

In her response to the NOA, the head coach stated that she "allow[ed]" assistant coach 2 to meet with student-athlete 2 because she felt the student-athlete needed support. But the head coach stated that she was not aware of the substance of the meetings between the assistant coach and the student-athlete. The student-athlete, however, believed that the head coach knew she was coming to campus to study with and receive assistance from assistant coach 2. She recalled one specific occasion when the assistant coach took her to the head coach's office to tell the head coach about her improved grades. Based on this conversation, the student-athlete perceived that the head coach knew what was going on.

### **Foreign Tour Participation and Funding**

In mid-May 2019, the women's volleyball team was preparing to depart for a foreign tour of several European cities. Despite assistant coach 2's efforts with student-athlete 2, the student-athlete was an academic nonqualifier at the time of the trip. Nonetheless, and contrary to a directive from the senior associate director of athletics (senior associate AD), the head coach permitted student-athlete 2 to travel with the team on the foreign tour and receive expenses. The head coach also provided a \$500 fundraising advance to another women's volleyball student-athlete so that she, too, could participate in the foreign tour. The total value of the trip, expenses and fundraising advance for the two student-athletes was approximately \$3,700.

As the team was preparing to leave for the foreign tour in May 2019, Missouri State was without a compliance director, and the head coach had departed for Europe early, leaving assistant coach 2 in charge.<sup>3</sup> Assistant coach 2 worked directly with the senior associate AD—who was also the sport supervisor for women's volleyball and had formerly served in the compliance director role—on the eligibility issue related to student-athlete 2. When it became clear the student-athlete would not be certified as a qualifier in time for the trip, the senior associate AD advised assistant coach 2 that the student-athlete could not travel. Although assistant coach 2 informed the head coach that the student-athlete was not permitted to travel, the head coach nonetheless directed assistant coach 2 to put the student-athlete on the flight to Europe with the team. In her response to the NOA, the head coach accepted responsibility for making this decision, but argued that she and the coaching staff believed the student-athlete would become eligible within a few days.

During the trip, student-athlete 2 participated in team meals, tourism activities and team travel. However, she did not compete with the team and sat in the stands rather than on the team bench. The coaching staff instructed the other women's volleyball student-athletes not to include student-athlete 2 in any pictures posted on social media. Ultimately, on the advice of the coaching staff, student-athlete 2 left Europe a few days before the rest of the team in order to take a math course that the staff thought would help her meet eligibility requirements. The student-athlete's mother paid for her return flight and other expenses associated with her travel back to the United States. In total, approximately \$3,200 of student-athlete 2's trip was paid for with institutional funds.

The head coach required all student-athletes on the team to raise \$1,400 each to cover a portion of their trip.<sup>4</sup> When another student-athlete (student-athlete 3) was unable to raise the full amount, the head coach contributed \$500 on her behalf and treated it as an advance credit on payment for work the student-athlete would later perform during summer volleyball camps. The head coach acknowledged giving student-athlete 3 the advance credit and stated that the senior associate AD

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<sup>3</sup> As will be discussed below, Missouri State's compliance director left the institution in October 2018. Missouri State did not hire a new compliance director until July 2019.

<sup>4</sup> According to the senior associate AD, the head coach had overspent her program budget in previous years, and the institution therefore refused to increase her budget to cover the cost of the foreign tour. Thus, the head coach implemented the fundraising requirement to cover the shortfall. The senior associate AD also explained that funds raised by the student-athletes were deposited into an institutional "special projects" account, and Missouri State paid for the foreign tour from that account. Thus, Missouri State considered all funds paid from that account—including those derived from student-athlete fundraising—to be institutional funds.

was "completely okay" with the arrangement. At the hearing, however, the senior associate AD said she was not aware that the head coach was advancing money for the foreign tour. She also stated that if she had known of any student-athlete who did not meet the fundraising requirement for the foreign tour, she would not have permitted them to go on the trip.

### **Discounted Team Apparel**

In addition to free or reduced-cost lodging, academic assistance and foreign trips, the head coach also provided discounted team apparel to one prospect and members of the prospect's family. During an unofficial visit to the institution in 2017, the head coach told the prospect that top recruits received a discount on purchases of previous-year team gear the women's volleyball program sold to the public. The prospect and her family purchased several items at a discount of approximately 50 percent. The transaction took place in the head coach's office and was witnessed by assistant coach 1. The total value of the discount was approximately \$95. In her response to the NOA, the head coach stated that she had no idea why the prospect was given a discount and there was no reason for it to have happened.

### **CARA During Summer Volleyball Camps**

As discussed above, one of the reasons the head coach encouraged prospects and student-athletes to come to campus during the summers—and provided them with free or reduced-cost lodging to do so—was to participate in summer volleyball camps. Each July from 2016 through 2019, the head coach directed women's volleyball student-athletes and incoming freshmen who were working at the camps to participate in volleyball activities (*i.e.*, CARA) alongside the camp attendees. This included joining the camp attendees for scrimmage matches, joining in drill lines with the camp attendees, or meeting individually or in small groups with a coach to practice with teammates. The women's volleyball coaching staff observed the enrolled and incoming student-athletes' participation in these activities.

The head coach admitted that enrolled and incoming women's volleyball student-athletes participated in volleyball activity during camps, but she denied that they did so at her direction. However, involved student-athletes and members of the coaching staff reported otherwise. One student-athlete stated that the head coach told them to jump into drills with the camp attendees, and the student-athletes felt like they had to do it even though they knew they were not supposed to. A former assistant coach told the enforcement staff that the head coach would stop his drills and confront him in front of the camp attendees if he did not include Missouri State student-athletes in the drills. Although he and another assistant coach told the head coach they believed the student-athletes' participation was a rules violation, the head coach did not act on those concerns. Neither of the assistant coaches reported the conduct to the compliance staff. The senior associate AD stated that she received information toward the end of the head coach's tenure that members of the women's volleyball coaching staff were afraid of discipline or retaliation if they pushed back against something the head coach asked them to do.



### **Compensation of Volunteer Coaches and Coaching Activity**

From February 2017 through January 2019, the head coach provided compensation and arranged cost-free housing for three experienced coaches who were intended to be volunteers. The head coach provided the compensation from her camp account and maintained that she was permissibly paying the volunteer assistants for working at the summer camps, *not* for working with the volleyball program during the playing season. However, for two of the three volunteers, she provided the compensation well before they ever worked a camp. She paid the first volunteer \$500 per month from February through July 2017, the second volunteer \$500 per month from August through December 2017, and the third volunteer \$100 to \$300 per month from August through November 2018. With respect to housing, the head coach arranged for the volunteer assistants to live cost-free either with another assistant coach or at one of her rental properties. During these time periods, the women's volleyball program was fully staffed with three countable coaches, not including the volunteers. Neither the head coach nor her staff consulted the compliance office to determine whether the compensation turned the volunteer coaches into countable coaches.

In September 2018, one of the former volunteer assistants returned to the program. According to the former volunteer assistant, the head coach asked her to come back to attend practices and work with the team's outside hitters. From September through January 2019, the head coach paid the former volunteer assistant approximately \$500 per month and arranged free housing at one of her rental properties in exchange for the former volunteer assistant's coaching during team practices. However, she was *not* designated as a volunteer assistant during this period because the program's one allowable volunteer assistant position was already filled. The head coach did not disclose to compliance or other athletics administration that the former volunteer assistant was involved in coaching. During the head coach's interview with the enforcement staff, she denied that the former volunteer assistant was involved in practices. However, in her NOA response submitted six months later, the head coach acknowledged that the former volunteer assistant was in the gym with the team during practice.

Finally, during a match on October 13, 2018, the head coach permitted a former Missouri State women's volleyball student-athlete to sit on the team bench during a match. According to the former student-athlete, the head coach told her she had to stay at the end of the bench, could not coach and could not be active during time outs. The former student-athlete stated that a few of the student-athletes sitting next to her on the bench asked if she saw any open shots or holes on the court. Mindful that she could not coach them, she gave her opinion in response to the question but did not give the student-athletes any instruction or suggest adjustments they should make.

### **Missouri State's Monitoring and Compliance Systems**

During most of the three-year period at issue in this case, Missouri State's compliance office was a one-person shop. Although the office employed a few interns, all day-to-day operations were handled by the then compliance director. The compliance director reported to the senior associate AD, who served as an additional compliance resource for the department (due to her background as a former compliance administrator) but had numerous other duties. Missouri State hired the

compliance director in 2015 with relatively little intercollegiate athletic experience. Thus, she was still new to the job when the head coach began taking a more in-house approach to compliance. When the compliance director left Missouri State in October 2018, the senior associate AD took on day-to-day compliance duties until the institution hired a new compliance director in July 2019.

The compliance director stated that she did not often see the head coach because the volleyball staff was housed in a different office building. She stated that she had a much better working relationship with the coaches who were in the same building with the compliance office because she saw them more regularly. The compliance director noted, however, that the senior associate AD's office was in the same building as the volleyball staff, so there was a compliance presence there if the staff had questions. At the infractions hearing, both the senior associate AD and the director of athletics stated that the head coach knew the rules and they had generally trusted her due to her 20-year record of compliance.

In terms of day-to-day monitoring, the compliance director stated that although she went to about 25 percent of the women's volleyball matches, she never attended a practice. She explained that dropping in on practices was not feasible for a one-person compliance office. Additionally, she did not attend any women's volleyball coaching staff meetings, nor did she visit the women's volleyball camps. The compliance director did provide the coaching staffs with a camps and clinics packet and went over basic camp-related rules education with them. The compliance director acknowledged that this education probably did not include information regarding how incoming and current student-athletes could be utilized at camps. That type of information, she said, only came up if someone specifically asked. At the infractions hearing, the senior associate AD said she was surprised to learn the compliance director had never visited a volleyball practice or camp. The institution's current compliance director has now implemented a practice of periodically stopping in at practices unannounced in order to spot-check each sport program.

With respect to visits, the former compliance director stated that she focused more of her attention on official visits than unofficial visits, though she did give coaching staffs the general instruction that prospects on unofficial visits must pay their own way. She said the women's volleyball program would sometimes send her itineraries for unofficial visits, and she reviewed those in order to verify that prospects paid for any meals that occurred during the visit. However, the compliance director stated that she did not review the itineraries for any red flags related to prospects' housing during unofficial visits. Although some of the itineraries indicated that out-of-state prospects stayed overnight and/or went to the dorms with an enrolled student-athlete at the end of the day, the compliance director did not request any additional information regarding where these prospects stayed or who paid for the lodging.

Along those lines, the compliance director generally did not track information related to incoming and enrolled student-athletes who came to campus during the summers to participate in activities such as conditioning workouts or camps. She stated that she did not know which student-athletes were on campus—including incoming student-athletes who were in the vicinity of campus prior to enrollment—and did not track where they lived during the summer. The compliance director noted that the senior associate AD oversaw housing for incoming student-athletes, and the senior

associate AD confirmed this at the hearing. The senior associate AD stated, however, that she did not monitor off-campus housing because it is not required by NCAA rules. Thus, she was not aware whether student-athletes were paying for off-campus housing, and neither she nor the compliance director were aware that the head coach permitted student-athletes to live in her rental properties at a reduced cost. The senior associate AD confirmed that the institution now monitors off-campus housing and requires student-athletes to complete a detailed housing form.

With respect to rules education, the compliance director stated that she held a head coaches' meeting and a meeting with each team at the beginning of every academic year. During those meetings, she would go over required NCAA forms and provide education regarding drug testing, benefits, amateurism rules, and academic eligibility issues, among other things. After the start of the year, the compliance director indicated that she primarily provided rules education to coaching staff and student-athletes via email. Assistant coach 1 reported that he received "a couple emails here and there" but did not recall attending a single compliance meeting during his time at the institution. He described Missouri State's rules education as the worst he had received at that point in his career and stated that compliance at the institution was "kind of like the wild west in some ways" due to the lack of resources and the institution's overall lack of focus on compliance in comparison to other member institutions where he had previously been employed.

At the infractions hearing, the director of athletics conceded that the institution could have provided more education to coaching staff. However, he stated his belief that more education and more compliance staff members would not necessarily have led to a different outcome in this case due to the head coach's general indifference toward rules compliance and her determination to operate independently.

#### **IV. ANALYSIS**

The violations in this case occurred in the women's volleyball program and spanned more than three years. They fall into five areas: (A) impermissible recruiting inducements and extra benefits; (B) impermissible CARA and coaching activity; (C) head coach responsibility; (D) institutional failure to monitor; and (E) post-separation unethical conduct.

##### **A. IMPERMISSIBLE RECRUITING INDUCEMENTS AND BENEFITS [NCAA Division I Manual Bylaws 13.7.2.1.3 (2015-16 and 2016-17); 13.2.1, 13.2.1.1-(h) and 13.15.1 (2015-16 through 2018-19); 13.2.1.1-(g) (2016-17 and 2017-18); 12.11.1 and 16.8.1 (2016-17 through 2018-19); 16.11.2.1 (2017-18 and 2018-19); and 13.2.1.1-(e), 13.2.1.1-(k), 13.15.1.9, 16.11.2.2-(d) and 17.29.1.4.1 (2018-19)]**

During the last three years of her employment at Missouri State, the head coach provided, arranged for or permitted approximately \$16,200 in impermissible recruiting inducements and benefits for prospective and enrolled women's volleyball student-athletes. As a result of the inducements and benefits, 13 student-athletes competed in a total of 150 contests while ineligible. Missouri State agreed that Level I violations occurred. The head coach agreed in part but disputed certain aspects

of the allegations. She did not take a position on violation level. The panel concludes the violations occurred and are Level I.

**1. NCAA legislation relating to impermissible recruiting inducements and benefits.**

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

**2. For more than three years, the head coach provided, arranged for or permitted approximately \$16,200 in impermissible recruiting inducements and benefits, including free or reduced-cost lodging, academic assistance, and travel and expenses related to the team's foreign tour.**

From March 2016 through July 2019, the head coach and her staff provided approximately \$16,200 in recruiting inducements and extra benefits to prospective and enrolled student-athletes consisting principally of free and reduced-cost lodging, free tutoring and other academic assistance, and expenses related to the team's foreign tour. These inducements and benefits enabled student-athletes to come to campus during summers and get in extra workouts through participation in strength and conditioning workouts and camps. They also assisted prospects in meeting academic eligibility requirements and allowed two student-athletes to participate in the team's foreign tour who would not have been permitted to do so otherwise. The conduct violated Bylaws 13, 16 and 17, and it rendered 13 student-athletes ineligible, thus requiring withholding under Bylaw 12.

Bylaw 13 governs recruiting. When prospects come to campus for unofficial visits, Bylaw 13.7.2.1.3 permits them to stay in the dorm room of an enrolled student-athlete so long as the prospect pays the regular institutional rate for such lodging. Bylaw 13.2.1 prohibits institutional staff members from being directly or indirectly involved in arranging or providing benefits to a prospective student-athlete that are not otherwise available to prospective students generally. Specifically prohibited benefits include cash or like items (Bylaw 13.2.1.1-(e)); free or reduced-cost services, rentals or purchases of any type (Bylaw 13.2.1.1-(g)); free or reduced-cost housing (Bylaw 13.2.1.1-(h)); and expenses for academic services such as tutoring or test preparation to assist in the completion of initial-eligibility requirements (Bylaws 13.2.1.1-(k)). Similarly, Bylaws 13.15.1 and 13.15.1.9 prohibit institutions from paying or arranging financial assistance for a prospect's precollege expenses, including academic expenses or services to assist the prospect in completing initial eligibility requirements.

Benefits and expenses for enrolled student-athletes are governed by Bylaw 16, with Bylaw 16.11.2.1 providing the general rule that a student-athlete shall not receive any extra benefit. The bylaw defines "extra benefit" as any special arrangement by an institutional employee to provide a student-athlete with a benefit not expressly authorized by NCAA legislation. Bylaw 16.11.2.2-(d) identifies transportation (*e.g.*, a ride home with a coach) as an example of a specifically prohibited extra benefit. Pursuant to Bylaw 16.8.1, an institution may provide actual and necessary expenses only to eligible student-athletes who represent the institution in practice and competition. Institutions must also withhold ineligible student-athletes from competition under Bylaw 12.11.1.

Finally, Bylaw 17 governs playing and practice seasons, with Bylaw 17.29 specifically addressing foreign tours. Pursuant to Bylaw 17.29.1.4.1, an incoming freshman or transfer student-athlete may represent the institution in a foreign tour that occurs the summer prior to enrollment so long as the student-athlete is eligible to compete during the academic year immediately following the foreign tour.

The head coach and her staff violated multiple provisions of Bylaws 13 and 16 when they arranged free and reduced-cost housing during prospects' unofficial visits and during summers.<sup>5</sup> Specifically, by arranging for 15 prospects to stay in enrolled student-athletes' dorm rooms during unofficial visits without paying the institutional rate for the lodging, the women's volleyball program violated Bylaws 13.2.1, 13.2.1.1-(h) and 13.7.2.1.3. Similarly, violations of Bylaws 13.2.1, 13.2.1.1-(h), 13.15.1 and 16.11.2.1 occurred when the head coach and her staff arranged for prospects to stay with enrolled student-athletes free-of-charge during the summers of 2016, 2017 and 2019, and when the head coach permitted prospective and enrolled student-athletes to stay at a reduced rate in her rental property during the summer of 2018.

With respect to academic assistance, the coaching staff's arrangement of cost-free TOEFL tutoring for student-athlete 1 constituted a recruiting inducement—specifically, a free service—prohibited under Bylaws 13.2.1 and 13.2.1.1-(g). Likewise, when the coaching staff assisted student-athlete 2 in completing her high school coursework in order to meet initial eligibility requirements, they provided an impermissible recruiting inducement under Bylaw 13.2.1.1-(k) and violated Bylaws 13.15.1 and 13.15.1.9.

Additional Bylaw 13 and 16 violations occurred when the head coach sold team apparel to a prospect and her family at a discounted rate (Bylaw 13.2.1.1-(g)) and when the operations director and her roommate provided student-athlete 1 with one night of cost-free housing upon her arrival in the United States (Bylaw 16.11.2.1), three hours of free private volleyball lessons (Bylaw 16.11.2.1), and 100 miles of cost-free automobile transportation (Bylaw 16.11.2.1-(d)).

Finally, as it relates to the foreign tour, the head coach and her staff violated Bylaw 17.29.1.4.1 when they permitted student-athlete 2—an academic nonqualifier—to travel with the team on a foreign tour. By permitting student-athlete 2 to travel and paying for her trip and related expenses with institutional funds, the institution provided a recruiting inducement in violation of Bylaw 13.2.1. Relatedly, when the head coach applied a \$500 advance credit to student-athlete 3 to allow her to participate in the foreign tour, the head coach provided a benefit that was not available to other student-athletes who did not meet the fundraising requirement for the tour. The enforcement

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<sup>5</sup> The NOA did not allege a violation of Bylaw 10.1-(b), which identifies an individual's knowing provision of recruiting inducements or extra benefits as an example of unethical conduct. Although it appears that this bylaw could potentially apply to the head coach's conduct, the panel defers to the enforcement staff's charging decision. The panel also notes that the intentionality of the head coach's conduct is addressed in part through the application of aggravating and mitigating factors, as discussed in Part VI of this decision.

staff and institution agreed that this constituted an impermissible inducement in violation of Bylaw 13.2.1.1-(e).<sup>6</sup>

The impermissible recruiting inducements and extra benefits rendered 12 women's volleyball student-athletes and one beach volleyball student-athlete ineligible. Those student-athletes went on to compete in 150 contests and receive competition-related expenses while ineligible. When Missouri State failed to withhold the ineligible student-athletes from competition and provided them with actual and necessary expenses, the institution violated Bylaws 12.11.1 and 16.8.1, respectively.

Missouri State agreed that the impermissible recruiting inducements and extra benefits collectively rose to a Level I violation. The panel concurs. *See* Bylaw 19.9.1-(i) (establishing that collective Level II and/or Level III violations may constitute a Level I violation). Taken separately, the individual violations are not severe Level I breaches of conduct. However, in the aggregate, they constitute a three-year pattern of systemic violations in the women's volleyball program. Moreover, it is a pattern of violations that provided or was intended to provide distinct competitive and recruiting advantages to the institution. For example, by arranging free and reduced-cost summer housing, the women's volleyball program made it easier for incoming prospects and enrolled student-athletes to come to campus and participate in summer conditioning and volleyball camps. In this way, the student-athletes were able to engage in extra workouts outside the playing and practice season. Additionally, by providing tutoring and academic assistance to student-athletes 1 and 2, the coaching staff intended to help those student-athletes meet admission and initial eligibility requirements.

The COI has previously concluded that impermissible inducements and/or benefits constitute Level I violations when they are particularly extensive in duration, value, or scope, or where they confer substantial advantages on the institution. *See University of California, Sacramento (Sacramento State)* (2018) (concluding in a case resolved via summary disposition that Level I violations occurred because the impermissible benefits involved a significant monetary value and provided several advantages to the institution, including 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 and facilitating a talented prospect's relocation to the area of campus by arranging access to housing and training); *University of Mississippi* (2017) (concluding that a booster's provision of impermissible transportation, meals, lodging, and payment of cell phone bills for four football prospects constituted a collective Level I violation because it provided a substantial recruiting advantage to the institution, occurred over the course of a full academic year and involved multiple coaches, prospects and a booster); and *Lamar University* (2016) (concluding in a case resolved via summary disposition that Level I

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<sup>6</sup> The panel carefully considered this allegation in light of Bylaw 17.31.1.4.1 and a related February 21, 2020, interpretation by the NCAA Academic and Membership Affairs (AMA) staff, which states that institutions may provide expenses for practice and competition in conjunction with a foreign tour for incoming freshmen or transfer student-athletes. Ultimately, based on the record in this case—including Missouri State's policy that student-athletes who did not meet the fundraising requirement would not be permitted to participate in the tour—and the parties' agreements, the panel determined that the \$500 credit provided by the head coach violated Bylaw 13.

violations occurred when the head men's golf coach provided or arranged for approximately \$15,500 worth of impermissible benefits to three student-athletes).<sup>7</sup> Thus, consistent with these cases and Bylaw 19.1.1, the panel concludes that the impermissible recruiting inducements and extra benefits establish a collective Level I violation.

**B. IMPERMISSIBLE CARA AND COACHING ACTIVITY [NCAA Division I Manual Bylaws 13.11.1, 17.1.7.2.1, 17.25.11 and 17.25.12 (2015-16 through 2018-19); 11.01.6, 11.3.1, 11.7.1.1 and 11.7.6 (2016-17 through 2018-19); and 11.7.1 and 11.7.1.1-(a) (2018-19)]**

For a three-year period, the head coach directed women's volleyball student-athletes' participation in CARA outside of the legislated playing season, and the women's volleyball program exceeded the permissible number of countable coaches. Missouri State agreed the violations occurred and that they are Level II. The head coach partially agreed but disputed certain aspects of the allegations. The panel concludes the violations occurred and they are Level II.

**1. NCAA legislation relating to CARA and coaching limitations**

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

**2. For three years, the head coach directed student-athletes to engage in CARA during summer volleyball camps and impermissibly compensated volunteer coaches, thus rendering them countable coaches in excess of legislated limitations.**

From 2016 through 2019, the head coach and her staff directed prospective and enrolled student-athletes who worked at the institution's summer volleyball camps to participate in impermissible CARA outside the legislated playing season. Coaching staff observed the prospects' participation in these activities, thus turning them into impermissible tryouts. Also during this period, from February 2017 through January 2019, the head coach provided monthly compensation and cost-free housing to three volunteer assistant coaches. She also permitted a former volunteer assistant coach to provide instruction to the team without designating her as a volunteer assistant. The compensation and coaching activity caused the women's volleyball program to exceed the permissible number of countable coaches over multiple seasons. This conduct violated Bylaw 17 CARA limitations, Bylaw 13 tryout legislation, and countable coach limitations under Bylaw 11.

Bylaw 17 governs playing and practice seasons. Pursuant to Bylaws 17.1.7.2.1 and 17.25.11, student-athletes and members of the coaching staff may not engage in CARA outside the playing season or during any institutional vacation period and/or summer. Bylaw 17.25.12 establishes that enrolled volleyball student-athletes may not participate as campers during the institution's camps or clinics. Pursuant to Bylaw 13.11.1, an impermissible tryout occurs when an institution conducts any physical activity at which one or more prospects demonstrate their athletics abilities.

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<sup>7</sup> Although *Sacramento State* and *Lamar* were decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to them because they involved underlying conduct and violations of a comparable scope or nature.

Bylaw 11 establishes coaching staff limitations and addresses other athletics personnel matters. Bylaw 11.7.1 requires institutions to specifically designate the individuals—whether compensated or uncompensated—who will engage in coaching activity. Consistent with Bylaw 11.3.1, the institution shall remain in control of the athletics personnel it employs and the compensation each employee receives. A coach who does not receive compensation is defined as a volunteer coach under Bylaw 11.01.6. Bylaw 11.7.6 limits a women's volleyball team to no more than three coaches. Under Bylaw 11.7.1.1-(a), an institutional staff member or any other individual outside the institution with whom the institution has made arrangements must count against this coaching limit if the individual provides technical or tactical instruction to a student-athlete at any time.

For four summers, the head coach failed to run her volleyball camps in a manner that complied with CARA and tryout legislation. Stated differently, she essentially used summer camps as additional practice time for her student-athletes and as tryouts for prospects. The head coach directed prospects and student-athletes to engage in volleyball activities in the same manner as campers, which violated Bylaw 17.25.12. These activities included joining the camp attendees for scrimmages and drills, and meeting individually or in small groups with a coach to practice with teammates. Because this activity occurred during the summer, *i.e.*, outside the legislated playing season, it constituted impermissible CARA in violation of Bylaws 17.1.7.2.1 and 17.25.11. Furthermore, when coaching staff members observed prospects' participation in this activity, it converted the activity into an impermissible tryout in violation of Bylaw 13.11.1.

The COI has previously concluded that CARA violations occur when coaching staff members create a perception or expectation that student-athletes must participate in training activities during the summer or otherwise outside of the legislated playing season. *See University of California, Santa Barbara (UCSB) (2019)* (concluding that a head track coach violated CARA legislation when he monitored student-athletes' summer training logs and provided feedback in such a way that the student-athletes believed the training to be mandatory). Here, women's volleyball student-athletes and a former assistant coach reported that the head coach directed student-athletes' participation in camp activities and gave the impression that the activities were required. Accordingly, the conduct violated CARA legislation.

The head coach also took actions that were directly contrary to legislated coaching limitations. For a period of nearly two years, the head coach provided compensation ranging from \$100 to \$500 per month to three coaches who were intended to be volunteers. She also arranged for them to live cost-free either with another assistant coach or at one of her rental properties. When the head coach provided these individuals with compensation and free housing, they could no longer be defined as volunteer coaches under Bylaw 11.01.6. Rather they became countable coaches. At this time, however, the women's volleyball program was fully staffed with three countable coaches. Thus, the head coach's actions caused the institution to exceed the permissible number of countable coaches in the women's volleyball program in violation of Bylaw 11.7.6. The head coach's provision of compensation to the volunteer coaches also violated the Bylaw 11.3.1 principle that the institution shall remain in control of who it employs and the salary it pays.



The program further exceeded its limit on countable coaches in 2018 when the head coach paid a former assistant volunteer coach to attend practices and work with the team's outside hitters. The head coach paid the former assistant volunteer \$500 per month and provided her with free lodging in one of the head coach's rental properties. However, the head coach could not designate her as a volunteer assistant coach because that role was already filled. Nonetheless, the head coach paid the former volunteer assistant to work with the team, providing tactical and technical instruction in violation of Bylaws 11.7.1, 11.7.1.1-(a) and 11.7.6.

The COI has previously concluded that Bylaw 11 violations occur when volunteer coaches are compensated. *See California Polytechnic State University* (1995) (concluding the head baseball coach violated Bylaw 11 when he paid a total of \$8,327 to five volunteer baseball coaches who were not eligible to receive compensation due to their volunteer status). In more recent cases, the COI has routinely concluded that institutions violate Bylaw 11 when they exceed the permissible number of countable coaches. *See Georgia Institute of Technology (Georgia Tech)* (2021) (concluding that non-coaching staff members performed coaching activity, thereby causing the institution to exceed countable coach limits); *University of Connecticut* (2019) (same); and *University of Oregon* (2018) (same). As in these cases, the impermissible compensation and coaching activity related to volunteer women's volleyball coaches violated Bylaw 11.

Pursuant to Bylaw 19.1.2, the panel concludes that the CARA and coaching activity violations are Level II. Because women's volleyball student-athletes were engaging in CARA outside the legislated playing season, Missouri State gained more than a minimal competitive advantage over other institutions that were adhering to CARA limitations. Likewise, the head coach's compensation of volunteer coaches brought additional coaches into the program, over and above the number of coaches permitted by NCAA legislation. Furthermore, the conduct was not isolated or limited in scope as it occurred over a three-year period. The COI has routinely concluded that CARA and coaching activity violations are Level II. *See UCSB; Georgia Tech; Connecticut; and Oregon*. Consistent with these cases and Bylaw 19.1.2, the panel concludes that the violations in this case are likewise Level II.

### **C. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2015-16 through 2018-19)]**

The head coach's direct involvement in and awareness of the inducement, benefit, CARA and coaching activity violations demonstrated that she failed to promote an atmosphere of compliance and monitor her program. Although the head coach disputed certain aspects of the underlying violations, she agreed that she was ultimately responsible for any violations that occurred in her program. The head coach did not take a position on violation level. The panel concludes that a Level I violation occurred.

#### **1. NCAA legislation relating to head coach responsibility.**

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

**2. The head coach did not demonstrate that she promoted an atmosphere of compliance and monitored her staff due to her personal involvement in violations and her disregard of fundamental inducement, benefit, CARA and coaching activity legislation.**

From March 2016 through July 2019, the head coach failed to meet her responsibility to promote an atmosphere of compliance in her program and monitor her staff. Among other things, the head coach was involved in facilitating free and reduced-cost housing, directed the provision of academic assistance for two prospects, defied the senior associate AD's directive that a nonqualifier was not permitted to participate in the team's foreign tour, and disregarded her staff's concerns when they told her she was not running camps in compliance with NCAA rules. In all of these situations, the head coach made decisions on her own without consulting the institution's compliance office. The panel concludes that the head coach's conduct 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 individuals in their program who report to them. The bylaw presumes that head coaches are responsible for the violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

In this case, the head coach cannot and did not make either showing. Her personal involvement in the violations demonstrated that she did not promote an atmosphere of compliance. As a longtime head coach, she should have been well acquainted with fundamental NCAA legislation in areas such as inducements, benefits, CARA and coaching limitations. Yet, the head coach disregarded those rules when, among other conduct, she facilitated free and reduced-cost housing, arranged tutoring, permitted a nonqualifier to participate in a foreign tour and directed impermissible CARA during camps. And in areas where she was not personally involved, the head coach failed to monitor her staff. Indeed, multiple women's volleyball staff members were involved in the benefit, inducement and CARA violations.

The head coach also acted independently of the institution's compliance office. She did not consult with compliance before acting, and she assumed that certain conduct was permissible because she had always done it that way.<sup>8</sup> The head coach's failure to adhere to well-known NCAA legislation and her resistance to consulting the compliance staff contributed to systemic violations within her program.

The COI has consistently concluded that head coaches violate Bylaw 11.1.1.1 when they personally commit violations, involve staff members in violations, and fail to consult with compliance. *See Siena College (2020)* (concluding the head men's basketball coach violated Bylaw 11.1.1.1 when he personally committed violations and did not check with compliance to

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<sup>8</sup> The panel decided this case based on the allegations presented by the enforcement staff. The panel was not presented with the question of whether violations may have occurred for a longer period of time. Therefore, the panel did not have to assess the applicability of the statute of limitations under Bylaw 19.5.11.

determine whether his conduct was permissible) and *UCSB* (concluding the head track coach violated Bylaw 11.1.1.1 due to his personal involvement in CARA violations and failure to consult compliance). As in these cases, the head coach did not fulfill her duty to promote an atmosphere of compliance when she involved herself and her staff in violations and maintained a distant relationship with the compliance office.

Pursuant to Bylaws 19.1.1 and 19.1.2, the level of a head coach responsibility violation generally derives from the level of the underlying violations. Here, the violation is supported both by Level I and II violations; however, the Level I inducement and benefit violations were more extensive in scope and nature than the Level II CARA and coaching activity violations. Accordingly, the panel concludes that the head coach responsibility violation is Level I. *See Mississippi* (concluding that a Level I head coach responsibility violation occurred where it derived from underlying Level I violations involving coaching staff interaction with boosters).

**D. FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2015-16 through 2018-19)]**

For more than three years, Missouri State failed to monitor the women's volleyball program. The institution's compliance office did not regularly interact with the program, did not spot check practices or camps, and did not adequately monitor housing. As a result, violations went undetected in the women's volleyball program over multiple years. Missouri State disputed the allegation. The panel concludes that the violation occurred, and it is Level I.

**1. NCAA legislation relating to the responsibility to monitor.**

The applicable portions of the Constitution may be found at Appendix One.

**2. Missouri State failed to adequately monitor unofficial visits, housing and summer camps in the women's volleyball program for a period of more than three years.**

From March 2016 through July 2019, Missouri State did not adequately monitor (1) prospects' lodging during unofficial visits; (2) summer and off-campus housing for prospective and enrolled student-athletes; and (3) student-athlete participation in summer camps. The institution also provided insufficient rules education to coaching staff members. Missouri State's failure to monitor violated its obligations under Constitution 2.8.1.

Article 2 of the NCAA Constitution sets forth core principles for institutions conducting intercollegiate athletics programs. Constitution 2.8.1 requires an institution to abide by all rules and regulations, monitor compliance and report instances of noncompliance.

Missouri State contested this allegation based in large part on its belief that the violations in this case were attributable to the actions of a rogue coach. The panel agrees that the head coach was inclined to act independently from—and at times in defiance of—the institution's compliance office. However, the compliance office's lax monitoring enabled the head coach's independence.

When a compliance office does not monitor summer housing, ask follow-up questions regarding unofficial visits, or perform spot checks at practices or camps, it becomes easy to disregard rules and adopt practices and shortcuts that give your program a greater competitive or recruiting advantage. This does not excuse the head coach's conduct. Rather, it demonstrates that compliance is a shared responsibility between coaching staff and the institution. Where, as here, both sides fail to meet that responsibility, it creates an environment where violations are likely to occur and proliferate.

Missouri State also asserted that there is no indication the violations occurred as a result of a lack of education, knowledge or understanding on the part of the head coach. Although it is true that the head coach was experienced and presumably knowledgeable regarding NCAA rules, it is equally true that the compliance office provided inadequate rules education. Providing education primarily via periodic emails—with little to no face-to-face interaction with the coaching staff—does not meet the standards to which the membership holds institutions under Constitution 2.

Although the panel is sensitive to the lack of compliance personnel and resources at Missouri State, this is not a valid excuse for failing to meet these baseline and fundamental standards, which are conditions of Division I membership. Simply put, compliance must be a top priority for Division I institutions. The panel commends Missouri State for the changes it has made to its compliance practices in the time since these violations were discovered, but it urges the institution to continue to evaluate the resources it devotes to its compliance program.

Failure to monitor violations are generally presumed Level II, but they may rise to Level I if the failure is substantial or egregious. *See* Bylaw 19.1.2-(b). Here, the panel concludes that Missouri State's failure to monitor rises to a Level I violation. The institution failed to monitor in multiple areas and did not engage in basic standard industry practices such as spot-checking camps and practices and monitoring summer housing. As a result, the same violations occurred repeatedly for more than three years. The COI has previously concluded that Level I failure to monitor violations occur when the scope of the underlying violations is particularly significant. *See Sacramento State* (accepting the parties' agreement in an SDR that the institutional failure to monitor was Level I where the violations touched on multiple areas of NCAA legislation and occurred over a five-year period). Likewise, the panel concludes a Level I violation occurred in this case.

**E. POST-SEPARATION UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2020-21)]**

Following her separation from the institution, the head coach provided false or misleading information during her interview with the enforcement staff when she denied having knowledge of or involvement in certain violations. The head coach disputed the allegation. The panel concludes the violation occurred and is Level I.

**1. NCAA legislation relating to unethical conduct and the responsibility to cooperate.**

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

**2. The head coach violated the principles of ethical conduct and failed to cooperate when she knowingly provided false or misleading information to the enforcement staff concerning her knowledge of certain conduct.**

During her August 18, 2020, interview with the enforcement staff, the head coach denied having any knowledge of or involvement in the following conduct: (1) arranging summer housing for women's volleyball prospects in 2016, 2017 and 2019; (2) arranging TOEFL tutoring for student-athlete 1; and (3) permitting a former volunteer assistant coach to provide instruction during women's volleyball practices. However, factual information in the record substantiates the head coach's involvement in this conduct. Accordingly, the head coach's denials violated NCAA principles of ethical conduct and the obligation to cooperate under Bylaws 10 and 19, respectively.

Bylaw 10 requires current and former institutional staff members to conduct themselves in an ethical manner. Among other things, they must not knowingly furnish false or misleading information concerning their involvement in or knowledge of violations in accordance with Bylaw 10.1-(c). Further, under Bylaw 19.2.3, institutional staff members have an affirmative obligation to cooperate fully with the NCAA enforcement staff to further the objectives of the Association and its infractions program. Bylaw 19.2.3-(b) specifies that full cooperation includes providing complete and truthful responses.

The head coach failed to meet this obligation when she provided untruthful information during her interview with the enforcement staff. The head coach's denials of involvement in specific violations are contrary to factual information in the record and are not credible. First, the head coach stated that she was not involved in arranging for incoming prospects to live cost-free with enrolled student-athletes during the summers of 2016, 2017 and 2019. However, three then prospects reported that the head coach either informed them they would be living with members of the volleyball team during the summer or presented it as an option. Second, with respect to student-athlete 1's tutoring for the TOEFL exam, both the director of international services and assistant coach 1 recounted a meeting where the head coach proposed the tutoring plan. Finally, although the head coach initially denied in her interview that the former assistant volunteer coach participated in team practices, she later admitted in her NOA response that this happened. When the head coach failed to provide truthful and complete information during her interview, she violated principles of ethical conduct under Bylaw 10.1-(c) and failed to meet the Bylaw 19.2.3-(b) responsibility to cooperate.

The COI has routinely concluded that individuals who provide false or misleading information during an investigation commit Level I violations of Bylaws 10 and 19. *See Georgia Institute of Technology* (2019) (concluding that an assistant men's basketball coach engaged in Level I unethical conduct when he knowingly provided false and misleading information about his

involvement in recruiting violations); *University of Northern Colorado* (2017) (concluding that two assistant men's basketball coaches engaged in Level I unethical conduct when they knowingly provided false or misleading information about their involvement in completing or arranging for the completion of coursework for ineligible prospects); and *Mississippi* (concluding that athletics staff members engaged in Level I unethical conduct when they knowingly provided false or misleading information about their involvement in helping prospects obtain fraudulent ACT exam scores, arranging for impermissible meals, lodging and transportation for prospects, and arranging for boosters to have contact and communication with a student-athlete for the purpose of providing him cash payments). Consistent with these cases, and pursuant to Bylaw 19.1.1-(c) and (d), the panel concludes the violation is Level I.

## **V. VIOLATION NOT DEMONSTRATED**

As part of the collective allegation regarding coaching limitations, the NOA alleged that on October 13, 2018, the head coach permitted a former women's volleyball student-athlete to sit on the team bench during a match and provide tactical or technical instruction to individual student-athletes. The NOA alleged that this conduct caused the institution to exceed the limit on countable coaches in violation of Bylaw 11. The panel concludes that the facts do not support this violation.

As detailed previously, Bylaw 11.7.1 requires institutions to designate individuals who will engage in coaching activity. Women's volleyball programs are limited to no more than three coaches pursuant to Bylaw 11.7.6, and Bylaw 11.7.1.1-(a) establishes that any individual who provides technical or tactical instruction to a student-athlete must count against this limit.

In support of this allegation, the enforcement staff relied on the former student-athlete's interview, in which she described sitting on the bench during the match and conversing with her former teammates. Specifically, she stated that a few student-athletes asked her if she saw any open shots or holes on the court, and she gave her opinion in response. She specifically noted, however, that she did not give the student-athletes any instruction or suggest adjustments they should make. The student-athlete stated that she was aware she was not allowed to coach or provide instruction and was trying to be careful not to do that.

Institutions must be mindful of who is permitted to sit on the bench and what they are saying to student-athletes. However, the panel is not persuaded that stating a few isolated opinions on open shots or holes on the court equates to technical or tactical instruction. The conduct does not rise to the level of instruction seen in past cases where the COI has concluded coaching activity violations occurred. See *Georgia Tech* (2021) (concluding Level II violations occurred when the head women's basketball coach permitted graduate managers to instruct student-athletes during shooting sessions and offer critiques during drills) and *University of Hawaii at Manoa* (2015) (concluding Level II violations occurred when a men's basketball director of operations rebounded for student-athletes and offered them on-court instruction during practice). Thus, the panel concludes that the factual information in the record does not demonstrate that a Bylaw 11 violation occurred in this instance.

## **VI. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involves Level I and Level II violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model, including violations that provide or are intended to provide a substantial or extensive recruiting, competitive or other advantage. 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.

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Standard for Missouri State and Level I-Aggravated for the head coach.

### **Aggravating Factors for Missouri State**

19.9.3-(a): Multiple Level I violations by the institution;

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

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

19.9.3-(k): A pattern of noncompliance within the sport program involved; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

Missouri State agreed with the four factors identified by the enforcement staff: Bylaws 19.9.3-(a), (h), (k) and (m). The panel applies each of these factors and gives them normal weight. The panel also applies Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect*.

With respect to Bylaw 19.9.3-(m), the panel recognizes that the COI applies the factor on a case-by-case basis and has not always applied it to both the institution and involved individual in a case. However, the panel determines its application to the institution is appropriate here and is consistent with the recent decision of the Infractions Appeals Committee (IAC) in *Georgia Institute of Technology*, IAC Decision No. 524 (2021). In that decision, the IAC stated that for Bylaw 19.9.3-(m) to apply to an institution, there "must be a nexus or connection of action or inaction by the institution relevant to the violation." Here, where the panel has concluded that a head coach responsibility violation occurred, and where Missouri State failed to monitor the women's volleyball program, there is a strong nexus between the violations, the head coach and Missouri State. As such, Bylaw 19.9.3-(m) appropriately applies to the institution.

Bylaw 19.9.3-(i) applies because the impermissible inducement and benefit violations in this case resulted in 13 student-athletes participating in a total of 150 contests while ineligible over a period of four academic years. The COI has applied this factor as a matter of course when violations lead to multiple student-athletes competing while ineligible over multiple years. *See Siena* (applying

the factor to both the institution and head men's basketball coach where 28 student-athletes competed while ineligible over three academic years); *Georgia Tech* (2019) (applying the factor to the institution and assistant men's basketball coach where three student-athletes competed while ineligible over two years); and *University of Missouri, Columbia* (2019) (applying the factor to the institution and a tutor when multiple student-athletes in three sport programs competed while ineligible over two years). As in these cases, the factor applies here because the violations caused significant ineligibility.<sup>9</sup> The panel gives the factor normal weight.

### **Mitigating Factors for Missouri State**

19.9.4-(b): Prompt acknowledgement of the violation, 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;<sup>10</sup> and

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

Missouri State agreed with each of the mitigating factors identified by the enforcement staff: Bylaws 19.9.4-(b), (d), and (h). The panel applies Bylaws 19.9.4-(b) and (d) with normal weight but gives significant weight to Bylaw 19.9.4-(h). This is Missouri State's first Level I, II or major infractions case in its 65-year history as an NCAA member. As the COI has recently observed, the absence of an infractions history is rare for an institution. *See Creighton University* (2021) (applying the factor with significant weight where Creighton had no previous cases in the 100-year history of the institution's participation in Division I athletics). Accordingly, the panel affords significant weight to this factor.

Additionally, the panel determines that Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*, applies to the institution. Soon after learning of potential violations in the women's volleyball program, Missouri State retained a law firm to conduct a wide-ranging and thorough investigation of the program. As part of that investigation, the firm conducted over 60 interviews with individuals associated with the volleyball program, including current and former student-athletes and their parents, coaching staff, athletics administrators and volleyball camp volunteers, among others. After the firm submitted its report to Missouri State, the institution promptly self-reported the identified violations to the NCAA enforcement staff. The panel determines that the institution's actions expedited the resolution of this matter and warrant application of Bylaw 19.9.4-(c). The panel applies normal weight to the factor.

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<sup>9</sup> At the infractions hearing, members of the enforcement staff explained that they did not identify Bylaw 19.9.3-(i) as an aggravating factor for either the institution or the head coach because all ineligible competition occurred in the past and there were no future withholdings that caused student-athletes to have to sit out from competition. Although a small number of student-athletes had to go through the reinstatement process, there was no withholding associated with their reinstatement. Accordingly, the enforcement staff determined that the ineligibility in this case did not cause harm to the student-athletes. The panel respectfully disagrees. In the panel's view, any ineligibility caused by the violations of coaching or other institutional staff members is harmful to the student-athlete.

<sup>10</sup> Missouri State self-reported 30 Level III violations over the last five years, an average of six violations per year.



### **Aggravating Factors for the Head Coach**

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

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

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

19.9.3-(k): A pattern of noncompliance within the sport program involved; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The enforcement staff identified five aggravating factors for the head coach: Bylaws 19.9.3-(a), (e), (h), (k) and (m). The head coach agreed that Bylaw 19.9.3-(a) should apply if the panel concludes she is responsible for more than one Level I violation. She disputed the application of Bylaw 19.9.3-(e) and did not take a position on the remaining aggravating factors. The panel determines that all five factors apply. Additionally, the panel determines that Bylaw 19.9.3-(i) applies to the head coach due to the significant ineligibility caused by the violations in the women's volleyball program. The panel affords normal weight to the six aggravating factors.

With respect to Bylaw 19.9.3-(e), the head coach asserted that the factor should not apply because she did not knowingly engage in any unethical conduct. However, the panel concluded that the head coach violated NCAA principles of ethical conduct when she provided false or misleading information to the enforcement staff regarding her involvement in certain violations. The COI has consistently applied this aggravating factor when individuals commit Bylaw 10 unethical conduct violations, including violations that hinder or compromise the integrity of an investigation. *See Siena* (determining the factor applied to the head men's basketball coach, who provided false or misleading information during an interview with the enforcement staff) and *Connecticut* (determining the factor applied to the head men's basketball coach who provided false or misleading information to the enforcement staff and refused to participate in a second interview). As in these cases, the head coach's conduct during the investigation supports the application of this factor.

Additionally, Bylaw 19.9.3-(h) applies because the head coach was a person of authority who personally engaged in violations and had awareness of others. The COI has regularly applied this factor to coaches who are directly involved in or disregard violations, or when head coaches direct their staff members to commit violations. *See UCSB* (determining the factor applied to the head track coach and the head men's water polo coach who were both personally involved in violations) and *DePaul University* (2019) (determining the factor applied to the associate head men's basketball coach when he directed recruiting violations). Likewise, the factor applies here.

As it relates to Bylaw 19.9.3-(k), the factor applies due to the clear pattern of violations within the head coach's program. From March 2016 through July 2019, violations occurred in multiple areas, including CARA, impermissible coaching activity, recruiting inducements and extra benefits. The

COI has applied Bylaw 19.9.3-(k) in previous cases where violations occur within the same program over multiple years. *See Connecticut* (applying the factor to the head men's basketball coach, whose program did not comply with NCAA legislation over a period of several years, including four years of CARA violations and three years in which impermissible coaching activity occurred) and *Oregon* (applying the factor to the head men's basketball coach where there was a clear pattern of noncompliance in his program involving the same individual committing the same violations repeatedly, even after being disciplined). Here, a consistent pattern of violations occurring for more than three years warrants application of the factor.

Bylaw 19.9.3-(i) applies to the head coach for the same reason it applies to Missouri State. Specifically, the panel determines the factor applies because the violations in the women's volleyball program—those in which the head coach was personally involved and those that she condoned or disregarded—resulted in significant ineligibility for 13 student-athletes over a three-year period.

Finally, the panel applies Bylaw 19.9.3-(m). The violations in this case involve fundamental rules that should be well known to a head coach with more than 20 years of experience. Instead, the head coach intentionally and willfully violated certain bylaws, and did not uphold her duty to consult with compliance when she had questions on others. The COI has routinely applied this factor to involved individuals when they knowingly engage in violations. *See Georgia Tech* (2021) (determining the factor applied to the head women's basketball coach who knowingly and willfully violated CARA and coaching limitation legislation) and *Oregon* (applying the factor to the DOBO who repeatedly involved himself in student-athletes' voluntary workouts when he knew this conduct to be impermissible). Thus, the panel determines that Bylaw 19.9.3-(m) applies to the head coach's conduct.

### **Mitigating Factors for the Head Coach**

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

The head coach agreed with the one mitigating factor identified by the enforcement staff and did not propose any additional mitigating factors for her conduct. The panel agrees that Bylaw 19.9.4-(h) applies and gives the factor normal weight.

### **Core Penalties for Level I-Standard Violations (Bylaw 19.9.5)<sup>11</sup>**

1. Probation: Three years of probation from November 4, 2021, through November 3, 2024.<sup>12</sup>
2. Competition Penalty: During the 2021-22 academic year, the women's volleyball program shall end its season with the last regular-season contest and shall not participate in postseason conference or NCAA tournament competition.

In accordance with Bylaw 14.7.2-(c), the COI recommends that the NCAA Division I Committee for Legislative Relief waive the one-year residency requirement for transferring student-athletes whose institution was placed on probation which included a postseason ban penalty.

3. Financial Penalty: Missouri State shall pay a fine of \$5,000 plus one percent of the budget for the women's volleyball program.<sup>13</sup>
4. Scholarship Reduction: For one academic year during the period of probation, Missouri State shall reduce by five percent the amount of grants-in-aid awarded in the women's volleyball program. Missouri State may take the reduction in either the 2022-23 or 2023-24 academic year. The reduction shall be based on the average amount of aid awarded in the women's volleyball program over the previous four academic years.
5. Recruiting Restrictions:
  - a. During the 2019-20 academic year, Missouri State reduced by two the number of official paid visits in the women's volleyball program. This represents a 12.5 percent reduction from the average number of visits provided by the program during the previous four years. (Self-imposed.)
  - b. During the 2019-20 academic year, Missouri State prohibited unofficial visits in the women's volleyball program for a period of three weeks. (Self-imposed.) For one academic year during the period of probation, Missouri State shall prohibit unofficial visits in the women's volleyball program for an additional four weeks. Missouri State may implement the prohibition in either the 2021-22, 2022-23 or 2023-24 academic year.

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<sup>11</sup> If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted.

<sup>12</sup> The COI's methodology for penalties impacted by COVID-19 does not apply to probation. Missouri State proposed a two-year period of probation for the 2019-20 and 2020-21 academic years. However, periods of probation always commence with the release of the public infractions decision.

<sup>13</sup> The fine from the program budget must be calculated in accordance with COI IOPs 5-15-5-4 and 5-15-4-1. Missouri State proposed a \$5,000 fine.

- c. During the 2019-20 academic year, Missouri State prohibited recruiting communication in the women's volleyball program for a period of three weeks. (Self-imposed.) For one academic year during the period of probation, Missouri State shall prohibit recruiting communication in the women's volleyball program for an additional four weeks. Missouri State may implement the prohibition in either the 2021-22, 2022-23 or 2023-24 academic year.
- d. During the 2019-20 academic year, Missouri State reduced evaluation days in the women's volleyball program by five days. (Self-imposed.) For one academic year during the period of probation, Missouri State shall reduce evaluation days in women's volleyball by an additional five days. Missouri State may take the reduction in either the 2021-22, 2022-23 or 2023-24 academic year.

#### **Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.7)**

- 6. Show Cause Order: For more than a three-year period, the head coach was personally involved in or aware of violations involving impermissible recruiting inducements, extra benefits, CARA and coaching limitations. As these violations demonstrate, the head coach failed to promote an atmosphere for compliance and monitor her staff during this time. She also violated principles of ethical conduct and failed to cooperate when she provided false or misleading information during her interview with the enforcement staff. Therefore, the head coach shall be subject to a five-year show-cause order from November 4, 2021, through November 3, 2026. Pursuant to COI IOP 5-15-3-1, if the head coach seeks employment or affiliation with an athletically related position at an NCAA member institution during the five-year show cause period, any employing institution shall be required to contact the Office of the Committee on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Head Coach Restriction: The head coach violated Bylaw 11 head coach responsibility legislation when she failed to promote an atmosphere of compliance in the women's volleyball program and failed to monitor her staff. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should the head coach become employed in an athletically related position at an NCAA member institution following the five-year show-cause period, the head coach shall be suspended from 50 percent of contests in the first season following the show-cause order. The provisions of this suspension require that the head coach not be present in the facility where the contests are played and have no contact or communication with women's basketball coaching staff members or student-athletes during the suspension period. 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.

Although each case is unique, the show-cause order and head coach restrictions are consistent with those prescribed in previous cases involving Level I-Aggravated violations. *See Lamar* (prescribing a five-year show-cause order for the Level I-Aggravated violations of the head men's golf coach, who provided or arranged for approximately \$15,500 in impermissible benefits for three student-athletes) and *Southern Methodist University* (2015) (prescribing a five-year show-cause order for the Level I-Aggravated violations of a men's golf coach who provided impermissible recruiting inducements to multiple prospects and provided false or misleading information during the enforcement staff's investigation).<sup>14</sup>

#### **Additional Penalties for Level I-Standard Violations (Bylaw 19.9.7)**

7. Public reprimand and censure through the release of the public infractions decision.
8. Vacation of Team and Individual Records: Missouri State acknowledged that 12 women's volleyball student-athletes and one beach volleyball student-athlete competed while ineligible as a result of the impermissible inducements and/or benefits provided by the head coach and the women's volleyball program. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-7, Missouri State shall vacate all regular season and conference tournament wins, records and participation in which ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition.<sup>15</sup> Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, Missouri State's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, Missouri State's records regarding its women's volleyball program, as well as the records of its head 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 her 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 public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

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<sup>14</sup> Although *Lamar* was decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to this case because it involved violations of a comparable scope and nature.

<sup>15</sup> 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 coaches are directly involved in the violations or when the panel concludes that an institution failed to monitor. *See* COI IOP 5-15-7. None of these factors, however, are necessary for the COI to prescribe the penalty. *See Brigham Young University*, IAC Decision 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; Brigham Young University* (2018); and *University of Louisville* (2017).

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the institution's media relations 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 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.

9. During the 2019 volleyball championship segment, Missouri State reduced CARA hours in women's volleyball from 20-hour weeks to 18-hour weeks. (Self-imposed.)

10. During the period of probation, Missouri State 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 **December 15, 2021**, 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 **September 15** during each year of probation. Particular emphasis shall be placed on education and monitoring related to unofficial visits, off-campus housing, camps and clinics, and coaching limitations.
- d. Inform prospects in the women's volleyball program that Missouri State is on probation for three 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 a National Letter of Intent.
- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the women's volleyball program. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed,

knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

11. Following the receipt of the final compliance report and prior to the conclusion of probation, Missouri State's president shall provide a letter to the COI affirming that Missouri State's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises Missouri State and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Missouri State 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 Missouri State does not comply or commits additional violations. Likewise, any action by Missouri State or the head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE OF INFRACTIONS PANEL

Stephen Madva  
Joel Maturi  
Joe Novak  
Jill Redmond  
David M. Roberts  
Tom Sullivan  
Sankar Suryanarayan, Chief Hearing Officer

**APPENDIX ONE**  
**Bylaw Citations**

**Division I 2015-16 Manual**

**2.8.1 Responsibility of Institution.** [\*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**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.

**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 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (h) Free or reduced-cost housing.

**13.7.2.1.3 Housing – Lodging in Dormitories.** A prospective student-athlete on an unofficial visit may stay in an enrolled student-athlete's dormitory room only if the prospective student-athlete pays the regular institutional rate for such lodging.

**13.11.1 Prohibited Activities.** A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf ) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.



**13.15.1 Prohibited Expenses.** An institution or a representative of its athletics interests shall not offer, provide or arrange financial assistance, directly or indirectly, to pay (in whole or in part) the costs of the prospective student-athlete's educational or other expenses for any period prior to his or her enrollment or so the prospective student-athlete can obtain a postgraduate education.

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

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

**17.25.12 Camps and Clinics.** There are no limits on the number of student-athletes in volleyball who may be employed (e.g., as counselors) in camps or clinics (see Bylaw 13.12). Currently enrolled student-athletes may not participate as campers in their institution's camps or clinics.

### **Division I 2016-17 Manual**

**2.8.1 Responsibility of Institution.** [\*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**11.01.6 Coach, Volunteer.** In sports other than football and basketball, a volunteer coach is any coach who does not receive compensation or remuneration from the institution's athletics department or any organization funded in whole or in part by the athletics department or that is involved primarily in the promotion of the institution's athletics program (e.g., booster club, athletics foundation association). The following provisions shall apply:

- (a) The individual is prohibited from contacting and evaluating prospective student-athletes off campus or from scouting opponents off campus and may not perform recruiting coordination functions (see Bylaw 11.7.2).
- (b) The individual may receive a maximum of two complimentary tickets to home athletics contests in the coach's sport.

- (c) The individual may receive complimentary meals incidental to organized team activities (e.g., pre- or postgame meals, occasional meals, but not training table meals) or meals provided during a prospective student-athlete's official visit, provided the individual dines with the prospective student-athlete.

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

**11.3.1 Control of Employment and Salaries.** The institution, as opposed to any outside source, shall remain in control of determining who is to be its employee and the amount of salary the employee is to receive within the restrictions specified by NCAA legislation.

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

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

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

Volleyball, Women's ..... Limit 3

**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.

**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 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (g) Free or reduced-cost services, rentals or purchases of any type;
- (h) Free or reduced-cost housing.

**13.7.2.1.3 Housing – Lodging in Dormitories.** A prospective student-athlete on an unofficial visit may stay in an enrolled student-athlete's dormitory room only if the prospective student-athlete pays the regular institutional rate for such lodging.

**13.11.1 Prohibited Activities.** A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

**13.15.1 Prohibited Expenses.** An institution or a representative of its athletics interests shall not offer, provide or arrange financial assistance, directly or indirectly, to pay (in whole or in part) the costs of the prospective student-athlete's educational or other expenses for any period prior to his or her enrollment or so the prospective student-athlete can obtain a postgraduate education.

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

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

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

**17.25.12 Camps and Clinics.** There are no limits on the number of student-athletes in volleyball who may be employed (e.g., as counselors) in camps or clinics (see Bylaw 13.12). Currently enrolled student-athletes may not participate as campers in their institution's camps or clinics.

### **Division I 2017-18 Manual**

**2.8.1 Responsibility of Institution.** [\*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**11.01.6 Coach, Volunteer.** [A] In sports other than football and basketball, a volunteer coach is any coach who does not receive compensation or remuneration from the institution's athletics department or any organization funded in whole or in part by the athletics department or that is involved primarily in the promotion of the institution's athletics program (e.g., booster club, athletics foundation association). The following provisions shall apply:

- (a) The individual is prohibited from contacting and evaluating prospective student-athletes off campus or from scouting opponents off campus and may not perform recruiting coordination functions (see Bylaw 11.7.2).
- (b) The individual may receive a maximum of two complimentary tickets to home athletics contests in the coach's sport.
- (c) The individual may receive complimentary meals incidental to organized team activities (e.g., pre- or postgame meals, occasional meals, but not training table meals) or meals provided during a prospective student-athlete's official visit, provided the individual dines with the prospective student-athlete.

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

**11.3.1 Control of Employment and Salaries.** The institution, as opposed to any outside source, shall remain in control of determining who is to be its employee and the amount of salary the employee is to receive within the restrictions specified by NCAA legislation.

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

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

(c) Engages in any off-campus recruiting activities.

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

Volleyball, Women's ..... Limit 3

**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.

**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 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (g) Free or reduced-cost services, rentals or purchases of any type;
- (h) Free or reduced-cost housing.

**13.11.1 Prohibited Activities.** A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf ) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

**13.15.1 Prohibited Expenses.** An institution or a representative of its athletics interests shall not offer, provide or arrange financial assistance, directly or indirectly, to pay (in whole or in part) the costs of the prospective student-athlete's educational or other expenses for any period prior to his or her enrollment or so the prospective student-athlete can obtain a postgraduate education.

**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.

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

**17.25.12 Camps and Clinics.** There are no limits on the number of student-athletes in volleyball who may be employed (e.g., as counselors) in camps or clinics (see Bylaw 13.12). Currently enrolled student-athletes may not participate as campers in their institution's camps or clinics.

### **Division I 2018-19 Manual**

**2.8.1 Responsibility of Institution.** [\*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**11.01.6 Coach, Volunteer.** [A] In sports other than football and basketball, a volunteer coach is any coach who does not receive compensation or remuneration from the institution's athletics department or any organization funded in whole or in part by the athletics department or that is involved primarily in the promotion of the institution's athletics program (e.g., booster club, athletics foundation association). The following provisions shall apply:

- (a) The individual is prohibited from contacting and evaluating prospective student-athletes off campus or from scouting opponents off campus and may not perform recruiting coordination functions (see Bylaw 11.7.2).

(b) The individual may receive a maximum of two complimentary tickets to home athletics contests in the coach's sport.

(c) The individual may receive complimentary admission to a home athletics event in conjunction with a prospective student-athlete's official or unofficial visit.

(d) The individual may receive complimentary meals incidental to organized team activities (e.g., pre- or postgame meals, occasional meals, but not training table meals) or meals provided during a prospective student-athlete's official or unofficial visit, provided the individual dines with the prospective student-athlete.

(e) The individual may receive reasonable entertainment (but may not receive cash for such entertainment) in conjunction with entertainment provided to student-athletes per Bylaw 16.7.

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

**11.3.1 Control of Employment and Salaries.** The institution, as opposed to any outside source, shall remain in control of determining who is to be its employee and the amount of salary the employee is to receive within the restrictions specified by NCAA legislation.

**11.7.1 Designation of Coaching Category.** [A] An individual who coaches and either is uncompensated or receives compensation or remuneration of any sort from the institution, even if such compensation or remuneration is not designated for coaching, shall be designated as a head coach, assistant coach, volunteer coach, graduate assistant coach or student assistant coach by certification of the institution.

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

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

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

Volleyball, Women's ..... Limit 3

**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.

**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 family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members 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 family members 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 Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (e) Cash or like items;
- (h) Free or reduced-cost housing;
- (k) Expenses for academic services (e.g., tutoring, test preparation) to assist in the completion of initial-eligibility or transfer-eligibility requirements or improvement of the prospective student-athlete's academic profile in conjunction with a waiver request.

**13.11.1 Prohibited Activities.** A member institution, on its campus or elsewhere, shall not conduct (or have conducted on its behalf ) any physical activity (e.g., practice session or test/tryout) at which one or more prospective student-athletes (as defined in Bylaws 13.11.1.1 and 13.11.1.2) reveal, demonstrate or display their athletics abilities in any sport except as provided in Bylaws 13.11.2 and 13.11.3.

**13.15.1 Prohibited Expenses.** An institution or a representative of its athletics interests shall not offer, provide or arrange financial assistance, directly or indirectly, to pay (in whole or in part) the costs of the prospective student-athlete's educational or other expenses for any period prior to his or her enrollment or so the prospective student-athlete can obtain a postgraduate education.

**13.15.1.9 Academic Services.** An institution shall not provide academic expenses or services (e.g., tutoring, test preparation) to assist a prospective student-athlete in completing initial-eligibility or transfer-eligibility requirements or in improving his or her academic profile in conjunction with a waiver request.

**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.

**16.11.2.2 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (e.g., a ride home with a coach), except as permitted in Bylaw 16.9.1, even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

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

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

**17.25.12 Camps and Clinics.** There are no limits on the number of student-athletes in volleyball who may be employed (e.g., as counselors) in camps or clinics (see Bylaw 13.12). Currently enrolled student-athletes may not participate as campers in their institution's camps or clinics.

**17.29.1.4.1 Incoming-Student Participation – Summer Prior to Initial Full-Time Enrollment at the Certifying Institution.** It is permissible for an incoming student-athlete (freshman or transfer) to represent the institution on a foreign tour that occurs during the summer prior to his or her initial full-time enrollment at the certifying institution and participate in practice conducted in preparation for the foreign tour, provided he or she is eligible to represent the institution in intercollegiate competition during the academic year immediately following the tour. If an incoming freshman student-athlete's initial academic eligibility qualification status has not been certified, he or she may participate in practice pursuant to Bylaw 14.3.5.1. If an incoming transfer student-athlete's academic record has not been certified, he or she may participate in practice pursuant to Bylaw 14.5.4.6.7. A student-athlete who is subject to a transfer residence requirement is eligible to participate on a foreign tour, provided he or she is otherwise eligible for competition and was academically eligible for competition at his or her previous institution upon leaving the institution.

**Division I 2020-21 Manual**

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

- (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.

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to:

- (b) Timely participation in interviews and providing complete and truthful responses.