



**THE OHIO STATE UNIVERSITY  
PUBLIC INFRACTIONS DECISION  
April 19, 2022**

## **I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved Level I, II and III violations in The Ohio State University's (Ohio State) fencing, women's golf and women's basketball programs.<sup>2</sup> The violations implicated more than 25 different NCAA bylaws and largely stemmed from the conduct of three long-tenured and experienced coaches—the former head fencing coach, former head women's golf coach and former associate head women's basketball coach. Due to their personal involvement in violations, the head fencing coach and the head women's golf coach violated head coach responsibility legislation. Additionally, after separating from the institution, the head fencing coach and associate head women's basketball coach violated the principles of ethical conduct and cooperation when they refused to participate in interviews with the NCAA enforcement staff. Finally, the numerous violations in this case led the panel to consider whether the institution met fundamental monitoring responsibilities under the NCAA Constitution. Although the panel had a number of compliance-related concerns that are outlined in this decision, the panel determines that a failure to monitor violation did not occur.

The participating parties are in near complete agreement on the facts and violations in this case. The majority of the violations centered on the fencing program—specifically, recurring misconduct by the head fencing coach that often intersected with his operation of a local sports club. For various lengths of time between November 2017 and April 2018, the head fencing coach arranged, provided or directed coaches to provide impermissible recruiting inducements to three fencing prospects that totaled more than \$6,000 in value. The fencing coaching staff also impermissibly observed the prospects display their athletic abilities on several occasions.

For nearly three years, the head fencing coach also personally provided or directed coaches to provide 18 student-athletes with over \$8,000 in impermissible benefits in the form of access to his local sports club. As a result of the benefits, those student-athletes competed and received

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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 Big Ten Conference and the Midwest Fencing Conference, Ohio State has a total enrollment of approximately 61,000 students. It sponsors 16 men's, 17 women's and three co-educational sports. This is Ohio State's seventh Level I, Level II or major infractions case. Ohio State's prior cases occurred in 2017 (men's swimming), 2011 (football), 2006 (football, men's basketball and women's basketball), 1994 (men's basketball, men's track and field, and women's track and field), 1978 (football) and 1957 (football and men's basketball).

expenses while ineligible. Further, the head coach violated coaching activity legislation when the program exceeded the limit on countable coaches for just under a month during the 2017-18 academic year. The recruiting, benefits and coaching activity violations are Level II.

Additional violations in the fencing program occurred following the head fencing coach's retirement in April 2018. These violations involved a former assistant fencing coach, who violated recruiting legislation when he provided two prospects with impermissible inducements and transportation related to their participation in a fencing camp and at the USA Fencing Nationals. While employed at Ohio State, the assistant coach also operated a fencing club in Italy in violation of local sports club legislation. The recruiting violation is Level II and the local sports club violation is Level III.

After Ohio State and the enforcement staff concluded their investigation into the fencing program in summer 2019, an institutional Title IX investigation led Ohio State to discover violations in its women's basketball program. The women's basketball violations occurred from May 2015 through the 2019-20 academic year and involved recruiting activities, extra benefits and countable athletically related activities (CARA). Specifically, the associate head women's basketball coach provided an impermissible inducement to prospects, engaged in impermissible recruiting activities and provided impermissible benefits to multiple student-athletes, causing them to compete while ineligible. A later interview with the head women's basketball coach also uncovered an additional violation related to the program's CARA that occurred over the course of two academic years. The recruiting and benefit violations are Level II. The CARA violation is Level III.

At the start of the fall 2019 semester, Ohio State also learned of potential CARA violations in its women's golf program. After student-athletes raised concerns about the duration of practice, Ohio State discovered that, beginning in the 2016-17 academic year, the head women's golf coach required student-athletes to participate in CARA beyond the legislated daily and weekly in-season limitations. Furthermore, the head coach failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. The women's golf CARA overages totaled 49 hours during the violation period, or approximately 15 hours per year. The violation is Level II.

The underlying violations support the panel's findings that the head women's golf coach and head fencing coach failed to promote an atmosphere of compliance in their respective programs. Both coaches were personally involved in violations. Despite having decades of coaching experience and receiving relevant CARA education from Ohio State, the head women's golf coach misunderstood or disregarded well-known NCAA rules. Moreover, the head fencing coach intentionally committed and involved his staff in violations and attempted to conceal them from the compliance staff. Accordingly, both head coaches failed to meet their responsibility under Bylaw 11. The head fencing coach's actions also amount to unethical conduct under Bylaw 10. The violations are Level I for the head fencing coach and Level II for the head women's golf coach. The violations apply to the head coaches and Ohio State.

Following their separation from Ohio State, the head fencing coach and the associate head women's basketball coach failed to cooperate with the enforcement staff. Although he initially communicated with the enforcement staff about a potential interview, the head fencing coach

ultimately ignored requests to participate in an interview. On the other hand, the associate head coach participated in an interview with Ohio State and the enforcement staff. However, when the enforcement staff later requested that the associate head coach participate in an additional interview, he refused to participate. The panel concludes that both coaches failed to meet their legislated responsibility to cooperate under Bylaw 19. Additionally, the coaches' failures to participate violated Bylaw 10 unethical conduct legislation. The violations are Level I for both coaches.

In light of the scope and scale of this case—namely, the number of violations, impacted sport programs and involved coaches—the panel questioned why a failure to monitor violation had not been alleged. The panel was particularly troubled because this case came on the heels of Ohio State's recent November 2017 infractions case, which involved similar violations in a different sport program, including a head coach responsibility violation by a long-tenured coach. Although Ohio State and the enforcement staff agreed that the institution appropriately monitored, the panel felt that a more thorough exploration of the issue was warranted. After significant consideration of Ohio State's compliance systems, monitoring, and educational efforts at an infractions hearing, the panel concludes that Ohio State did not fail to monitor its sport programs in violation of Constitution 2.8.1. However, for the reasons laid out in Section VI, this decision was an extremely close call.

The panel classifies this case as Level I-Standard for Ohio State, Level I-Aggravated for the head fencing coach, Level II-Mitigated for the head women's golf coach and Level I-Aggravated for the associate head women's basketball coach. Utilizing the NCAA membership's current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes penalties across all of the involved sport programs. However, because the violations in each program varied in level, the panel applies sport-specific penalties based on the level of the violations that occurred in the respective programs. The specific details regarding the panel's penalties are further explained in Section VII. Generally, the panel adopts and prescribes the following principal penalties: four years of probation; a one-year postseason ban in each involved sport program; a fine of \$5,000 plus percentages of each involved sport program's budget; scholarship reductions; recruiting restrictions; CARA restrictions; a vacation of records; a 10-year show-cause order for the head fencing coach; a suspension for the head women's golf coach; and a 10-year show-cause order for the associate head women's basketball coach.

## **II. CASE HISTORY**

This case originated on February 20, 2018, when a prospective fencing student-athlete unexpectedly walked into a rules education session between compliance staff and members of the fencing program. This incident prompted the compliance staff to question the fencing coaching staff about the prospect's presence on campus. After a student-athlete and two staff members raised additional roster-related concerns in April 2018, the institution initiated an investigation into the fencing program. Around the same time, the former head fencing coach (head fencing coach) retired from the institution. Ohio State self-reported the potential violations to the enforcement staff on August 7, 2018, and the enforcement staff issued a verbal notice of inquiry on September 12, 2018.

On June 7, 2019, the parties submitted a summary disposition report (SDR) involving agreed-upon fencing violations. After submitting the SDR, an institutional Title IX investigation uncovered potential violations in the women's basketball program stemming from the conduct of the associate head women's basketball coach (associate head coach), leading the associate head coach to resign shortly thereafter. Ohio State notified the enforcement staff about its findings and the parties petitioned the panel to withdraw the SDR so they could investigate and incorporate the newly-discovered violations. The panel granted the parties' request on September 9, 2019. Around the same time, women's golf student-athletes notified the institution about potential CARA violations in their program. Following a preliminary review by the institution, Ohio State and the enforcement staff began a collaborative investigation into the potential women's golf violations.

Almost one year later, on August 14, 2020, Ohio State, the former head women's golf coach (head women's golf coach) and the enforcement staff submitted a negotiated resolution (NR) involving violations in all three programs. On September 8, 2020, the panel requested clarification on a number of issues, including whether the case was suitable for resolution via NR. Without directly addressing the panel's individual concerns, the parties withdrew the NR on September 18, 2020, and submitted a second SDR on December 20, 2020. The panel rejected that SDR on March 10, 2021, noting that its primary inquiry—whether a violation of Constitution 2.8.1 occurred—would be best addressed at an infractions hearing and that the enforcement staff should initiate notice of allegation (NOA) procedures for all relevant parties.

The enforcement staff issued an NOA to Ohio State, the head fencing coach, the head women's golf coach, and the associate head women's basketball coach on April 21, 2021. That same day, the enforcement staff also sent post-separation NOAs to the head fencing coach and the associate head women's basketball coach. The enforcement staff sent an amended NOA to all parties on May 17, 2021.<sup>3</sup> On June 17, 2021, Ohio State requested a 45-day extension to file its response to the NOA, which the panel subsequently granted. In light of this extension, Ohio State and the head women's golf coach submitted their responses to the NOA on September 2 and 22, 2021, respectively.<sup>4</sup> The enforcement staff submitted its written reply on November 23, 2021. In addition to addressing the agreed-upon violations originally contained in the second SDR, both Ohio State and the enforcement staff's submissions addressed the panel's concern that a failure to monitor allegation may be appropriate. The hearing was held via videoconference on February 14, 2022. Neither the head fencing coach nor the associate head women's basketball coach participated in the hearing.

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<sup>3</sup> The amended NOA corrected errors in the women's basketball allegations pertaining to the number of contests student-athletes participated in while ineligible and the student-athletes who received benefits from the associate head coach.

<sup>4</sup> The head women's golf coach initially submitted her response on September 2, 2021. Due to deficiencies in the content of the response, the chief hearing officer gave her the opportunity to add the requested additional information and resubmit the response, which she did on September 22, 2021.

### **III. FINDINGS OF FACT**

Ohio State, the head women's golf coach and the enforcement staff were in near complete agreement on the facts and conduct in this case. Along with the conduct in three of Ohio State's sport programs, this case involved post-separation conduct by the head fencing coach and associate head women's basketball coach. And, most pertinently, the infractions hearing centered on the panel's extensive review of Ohio State's compliance and monitoring efforts.

#### **The Head Fencing Coach's Conduct with Prospects and Student-Athletes**

The head fencing coach led Ohio State's fencing program for 19 years. During his employment at Ohio State, the head coach also owned and operated a local fencing sports club focused on training individuals in the Columbus, Ohio, area. Although not sponsored by Ohio State, the head coach employed members of Ohio State's fencing coaching staff as sports club coaches. The sports club also rented the institution's fencing practice facility during times that it was not being used by student-athletes. Per its rental agreement, the sports club rented the practice facility from 5 to 7 p.m. on Tuesdays, Wednesdays and Thursdays. For student-athletes, the head coach typically held permissible countable practice time at the practice facility on weekdays from 8 a.m. to 12 p.m.

Because the fencing student-athletes and the sports club were using the same practice facility, there was a degree of overlap between their activities. Although their scheduled practice times were hours apart, some student-athletes returned to the practice facility in the afternoon to participate in voluntary activities. Following these activities, it was not uncommon for student-athletes to stay at the facility during designated local sports club time and participate in activities without paying the sports club's required fee. The first known instance of this occurred on September 2, 2015.

In July 2017, Ohio State self-reported a Level III violation related to the separation of the local sports club from institutional practices. Specifically, pre-prospective student-athletes who were involved in the local sports club impermissibly engaged in organized practice with student-athletes. The discovery of this violation prompted Ohio State to implement heightened education about permissible activities during sports club time. Ohio State also required the head coach to impose a 30-minute "passing period" where any student-athletes engaging in permissible individual voluntary workouts left as members of the sports club entered the practice facility. These measures were largely disregarded by the head coach and, through May 10, 2018, a total of 18 student-athletes participated in sports club activities without paying the fee. Their free participation was valued at \$8,060.

During the 2017-18 academic year, several prospects also utilized Ohio State's facilities. After meeting the head coach at a fencing camp, a women's fencing prospective student-athlete (prospect 1) joined the head coach's sports club. Although she was a sports club member, the head coach often invited prospect 1 to engage in additional practice outside of designated club training time. This began on November 5, 2017, when the head coach arranged for prospect 1 to participate in a free private lesson. This lesson took place in the institution's track and field facility—an area the sports club did not rent. Prospect 1 went on to receive two more free private lessons with the head coach. During each of the lessons, other members of the fencing coaching staff observed prospect 1 train.

In addition to receiving private lessons, prospect 1 trained with Ohio State's fencing program at the fencing practice facility during Ohio State's 2017-18 winter break. The sports club did not operate during that time, but prospect 1 participated in activities with fencing coaches and student-athletes. Overall, prospect 1 practiced at the facility outside of local sports club time on 40 occasions. While at the facility, prospect 1 ate 24 free meals that were provided to the fencing team. The head coach also gifted her two saber blades from the equipment room. The total value of the lessons, facility access, food and sabers was \$3,729.

Shortly after prospect 1's lessons began, an assistant fencing coach from Latvia (assistant coach 1) started working with the Latvian Fencing Federation to bring a Latvian men's fencing prospective student-athlete (prospect 2) to Ohio State to train for the Junior World Fencing Championships. Assistant coach 1 asked the head coach if this was permissible, and the head coach informed him that he would need to check. Before receiving a response, assistant coach 1 arranged housing for prospect 2 with two fencing student-athletes. The head coach was aware of this arrangement but did not stop it. On January 30, 2018, prospect 2 emailed the head coach asking if it was permissible for him to train at the institution, and the head coach responded in the affirmative. The head coach did not consult with compliance staff before doing so.

Prospect 2 arrived at Ohio State on February 18, 2018. Two days later, prospect 2 unexpectedly walked into an NCAA rules education meeting between compliance staff and members of the fencing program. Prior to this incident, the compliance staff was unaware of prospect 2's presence in the locale of the institution. The head coach told compliance staff that he did not know about prospect 2's plans to move to the locale. The head coach also stated that prospect 2 had just arrived on campus that day and that he was planning to reach out to compliance to discuss permissible activities. However, Ohio State later determined that the head coach was not truthful about the circumstances surrounding prospect 2's presence. Moreover, Ohio State claimed that the head coach instructed prospect 2 to arrive late to practice in an attempt to conceal his presence from the compliance staff.

In response to discovering the prospect on campus, the compliance staff provided the fencing coaching staff with rules education about prospects in the locale of the institution. They also instructed the head coach that he could not let prospect 2 use the fencing practice facility for athletically related activities and that prospect 2 could receive no other benefits. Further, throughout the next month, Ohio State's compliance staff followed up about prospect 2's presence to determine whether he was still in the locale.<sup>5</sup> Despite this explicit instruction and follow-up, prospect 2 continued to train at the facility until April 5, 2018, without paying the institutional facility's rental rate. While there, coaches permitted prospect 2 to attend strength and conditioning workouts and the head coach even provided him with three free private lessons. Prospect 2 also received 30 free meals at the facility, used the fencing locker room and received 70 rides from a fencing student-athlete to and from the practice facility. Throughout his time at Ohio State,

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<sup>5</sup> Following the discovery of prospect 2, Ohio State's compliance staff was told that the fencing staff was in the process of setting up a fencing clinic, which the prospect could have permissibly attended and would have justified his presence in the locale of the institution. After ignoring a March 1, 2018, email from compliance staff about the status of the camp and whether prospect 2 was still in the locale, an assistant coach finally responded to compliance on March 13, 2018, confirming that the fencing program was not planning to host a clinic. After the sport administrator reached out regarding prospect 2's presence, the head coach informed her that prospect 2 would leave on March 15, 2018.

members of the fencing coaching staff observed prospect 2 practice on 60 occasions. Overall, the value of his facility access, meals, transportation and private lessons totaled \$1,400.

Around this time, the head coach invited an international fencing coach to consult with Ohio State's coaching staff prior to the NCAA Fencing National Championship. This consultant arrived on February 26, 2018. The fencing program already had the maximum number of countable coaches under NCAA legislation. Due to this limitation, compliance staff instructed the fencing coaching staff that the consultant could only observe practices, not provide technical or tactical assistance to student-athletes. However, the consultant ultimately led footwork drills, gave individual lessons and provided verbal instruction during CARA, voluntary activities and safety exception activities. On March 15, 2018, Ohio State terminated another fencing coach, meaning that the program no longer carried the maximum number of countable coaches.

While prospect 2 was still at Ohio State, another fencing prospective student-athlete (prospect 3) arrived on campus. Prospect 3, who was not being recruited by Ohio State, was the boyfriend of a women's fencing student-athlete. Prospect 3 attended a community college and was part of a fencing club in another state. The women's fencing student-athlete asked the head coach if prospect 3 could train at Ohio State's facility while he was visiting from March 12 to 17, 2018. The head coach approved and permitted him to practice with the team on five occasions, which were all observed by members of the coaching staff. Like with prospect 2, the head coach did not consult with compliance before making this decision. Prospect 3's facility access was valued at \$1,000.

In April 2018, a fencing student-athlete and two coaches raised roster-related concerns with Ohio State's compliance staff. These comments, coupled with the compliance staff's concern about prospect 2's unexpected presence on campus, prompted an investigation into the fencing program. Shortly thereafter, the head coach retired from Ohio State.

### **Additional Conduct by an Assistant Fencing Coach**

Towards the end of the head fencing coach's employment at Ohio State, the institution hired an assistant fencing coach from Italy (assistant coach 2). Ohio State hired assistant coach 2 in January 2018 with no prior NCAA coaching experience. For several years prior to his hire, assistant coach 2 owned and operated a fencing sports club in Italy. He maintained his ownership interest in the sports club while he coached at Ohio State.

In June 2018, the parents of two fencing prospects (prospects 4 and 5) asked assistant coach 2 to help the prospects with their travel from Italy to the United States. These prospects were members of assistant coach 2's sports club, and assistant coach 2 had previously served as their coach. As such, assistant coach 2 had a relationship with the prospects and their families.<sup>6</sup> Thus, assistant coach 2 arranged the prospects' flights, transportation and lodging so that they could attend a

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<sup>6</sup> Due to assistant coach 2's relationship with the prospects, the enforcement staff requested an interpretation from the Academic and Membership Affairs (AMA) staff to determine whether they had a "pre-existing relationship." Such a relationship could make benefits permissible that otherwise would not be. On December 19, 2018, the AMA staff responded indicating that the assistant coach and prospects 4 and 5 did not have a pre-existing relationship.

fencing camp in Houston, Texas and, subsequently, participate in the 2018 USA Fencing Nationals in St. Louis, Missouri.

After arriving in the United States in mid-June, the prospects attended the fencing camp. Following the conclusion of the camp and prior to heading to the USA Fencing Nationals, the prospects flew to Columbus where assistant coach 2 allowed the prospects to stay at his home cost-free from June 24 to 27, 2018. While at the assistant coach's home, the prospects ate an unknown amount of food, also cost free. During their stay with assistant coach 2, the prospects trained at Ohio State's fencing practice facility and at a local sports club, which assistant coach 2 briefly observed on two occasions. In addition to picking the prospects up from the airport upon their arrival in Columbus, assistant coach 2 drove them to St. Louis for the tournament on June 27, 2018. He also paid their tournament registration fees. Overall, these expenses were valued at \$447.

After discovering this conduct on June 29, 2018, Ohio State's compliance staff reached out to assistant coach 2 on July 1, 2018, and instructed him to return to campus. The staff also instructed him to have the prospects figure out their remaining housing arrangements and return travel to Italy. Assistant coach 2 immediately obliged.<sup>7</sup>

### **CARA Overages in the Women's Golf Program**

Ohio State hired the head women's golf coach in 1991. Her 30-year tenure at the institution was filled with substantial success on the course, including several Big Ten championships and appearances in the NCAA tournament. In addition to her coaching achievements, the head coach prided herself on what she believed was a great relationship with the compliance staff. Specifically, the head coach said she was constantly asking questions and had a strong desire to do things the right way. Although this characterization of the relationship was echoed by some compliance staff members, others had differing opinions. Regardless of her proclaimed commitment to compliance, the head coach's approach to practice times and CARA logs began to raise questions towards the end of her employment.

At the start of the 2019-20 academic year, Ohio State's compliance staff held time management meetings with the women's golf student-athletes. During the meetings, student-athletes expressed concern about practice activities—specifically, how the head coach managed their practice time. Around the same time, the assistant women's golf coach also met with the compliance staff and voiced similar concerns. In addition to timing issues, these conversations uncovered potential culture issues in the women's golf program and indicated that some were worried to speak out against the head coach.

Upon further investigation, Ohio State discovered that the head coach had a habit of ending practice between 15 and 30 minutes beyond the four-hour in-season daily total during weeks

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<sup>7</sup> For several reasons, the enforcement staff made the decision not to name assistant coach 2 as an involved individual in this case. According to the enforcement staff: (1) the circumstances demonstrate that assistant coach 2 was doing a favor for two prospects and their families due to their longstanding relationship; (2) assistant coach 2 and Ohio State had no intention of recruiting the prospects; and (3) although assistant coach 2 initially paid for most of the travel and tournament-related expenses, the prospects and their families largely reimbursed assistant coach 2, meaning the inducements came in the form of short-term advancements of money rather than outright gifts.



without qualifying rounds. She also exceeded the 20-hour in-season weekly total during weeks with qualifying rounds. Student-athletes indicated that practices began running late as early as fall 2016. According to some student-athletes, this timing issue was frustrating and would occasionally make them late to class, tutoring sessions or other obligations. If student-athletes raised concerns about practice times, one student-athlete said the head coach would make them feel guilty and ask the student-athletes if they wanted to win.

When it came to logging these hours, the head coach would input the anticipated practice duration into the compliance software prior to practice actually occurring. According to the head coach, at least one compliance staff liaison told her to enter practices as lasting four hours regardless of how long they actually took. The compliance staff disputed that claim. Due to her method of estimating hours, the head coach admitted that the logs in the compliance software did not always reflect accurate practice times. The head coach also did not realize that she needed to record CARA hours for each individual student-athlete since groups would often finish at different times depending on when they teed off. Instead, the head coach would estimate the practice times for the entire team.

Despite receiving significant CARA education throughout her employment, the head coach claimed to be unaware that there were any issues until the sport administrator brought the complaints to her attention in fall 2019. At the hearing, the head coach maintained that she misunderstood CARA legislation and was under the impression that estimating practice start and end times was sufficient, due in part to the advice of certain compliance staff liaisons.<sup>8</sup> The head coach also explained that her focus was on student-athlete wellbeing, and that issues arose because of her attempts to be flexible and adjust practice times to accommodate student-athletes' schedules.

Overall, the head coach acknowledged that she had been incorrectly logging CARA for some time and she accepted responsibility for her mistake. Following the conclusion of the investigation but prior to the infractions hearing, the head coach retired from Ohio State.

### **Conduct in the Women's Basketball Program**

The associate head women's basketball coach began working at Ohio State during the 2011-12 academic year. This was the associate head coach's second stint at the institution, having previously served as a graduate assistant. While at Ohio State, the associate head coach initiated contact with women's basketball student-athletes with the goal of forming personal relationships with them that exceeded the coaching/student-athlete relationship. This conduct raised Title IX and personal conduct concerns. In June 2019, an institutional Title IX investigation into those relationships also raised concerns about potential NCAA violations, prompting the institution to investigate.

Further investigation into the associate head coach's emails and text messages uncovered conduct and communication related to the recruitment of prospects. Specifically, beginning in May 2015 and continuing through August 2017, the associate head coach asked six current or former student-

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<sup>8</sup> Throughout this three-year period, the women's golf program had three different primary compliance staff liaisons. With at least one liaison, the head coach expressed frustration because she believed the program needed a more experienced compliance staff member.

athletes to assist in the recruitment of six prospective student-athletes. This assistance came in the form of texts or direct messages encouraging the prospects to commit to Ohio State. The student-athletes did not have a pre-existing relationship with the prospects and the contact did not occur during the prospects' official visits. In his interview, the associate head coach stated that he was unaware that such conduct could constitute an NCAA violation.

Later, in spring 2018, a women's basketball prospect came to the institution for an official visit. She was joined by another prospect. While on the visit, the associate head coach paid \$100 for the two prospects to receive bottle service at a local club.

Shortly thereafter, the associate head coach began recruiting three prospects. In an attempt to communicate with the prospects prior to the permissible time—September 1 of their junior years in high school—the associate head coach reached out to a nonscholastic coach who knew the prospects. At the associate head coach's request, the nonscholastic coach forwarded three recruiting text messages from the associate head coach to the prospects and/or their families. These texts occurred in September 2018 and May 2019.

In an effort to establish personal relationships with student-athletes, the associate head coach provided them with gifts. For instance, in spring 2016, the associate head coach purchased \$500 worth of textbooks for a women's basketball student-athlete who was not on athletics aid. That same semester, he provided that student-athlete and another women's basketball student-athlete with \$20 each for meals on three occasions. In November 2017, the associate head coach spent \$50 on manicures for those two student-athletes. About a year later, the associate head coach provided a former women's basketball student-athlete with \$70 to pay for a rental car.<sup>9</sup>

This conduct paralleled some of the issues identified during the Title IX investigation and, troublingly, led several individuals to say that the associate head coach had "crushes" on certain student-athletes. As a result of the Title IX investigation, Ohio State interviewed the associate head coach on July 31, 2019. On August 2, 2019, he resigned from Ohio State.

Unrelated to the associate head coach's conduct, the investigation into the women's basketball program included interviews with the head women's basketball coach. During an interview in January 2020, the head coach explained the team's pre-practice shootarounds. Specifically, he explained that members of the women's basketball coaching staff were present for the shootarounds, but that he did not record the shootarounds as CARA because he was unaware that the coaching staff's presence made the shootarounds a countable activity.

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<sup>9</sup> For ease of reference, the panel refers to this individual as a former student-athlete throughout the decision. At the time the associate head coach provided her with the money, the former student-athlete had quit the women's basketball team. However, because the former student-athlete had eligibility remaining, she was considered a student-athlete under NCAA legislation.

### **Post-Separation Conduct by the Head Fencing Coach and Associate Head Women's Basketball Coach**

Following their respective separations from Ohio State, the enforcement staff attempted to interview the head fencing coach and the associate head women's basketball coach. Both declined or disregarded the enforcement staff's requests.

With regard to the head fencing coach, the enforcement staff communicated with him and his son on multiple occasions from October 22 through November 8, 2018, in an effort to schedule the head coach's interview. During this time, the head coach asked to receive the interview questions ahead of time, which the enforcement staff declined. In a call on November 8, 2018, the head coach did not agree to a date for the interview but indicated that he would look for one. The enforcement staff followed-up on November 14, 2018, again requesting the head coach to participate in an interview. After receiving no response, the enforcement staff sent a letter to the head coach on November 19, 2018, with a final request to participate and a reminder of his legislated obligation to cooperate. The head coach eventually responded to a subsequent email from the enforcement staff on January 31, 2019. In that email, he commented on circumstances surrounding the conduct, but did not specifically address the interview request. At the close of the email, the head coach stated that he hoped the email sufficiently explained why he "did not want to go through all of this again." The head coach did not respond to the enforcement staff's ensuing request for clarification on the status of his participation. The head coach did not file a response to the NOA and did not participate in the hearing.

The associate head coach, on the other hand, did participate in an initial interview with the institution and the enforcement staff but refused the staff's request for a second interview. Ohio State and the enforcement staff conducted an interview with the associate head women's basketball coach on July 31, 2019, in response to the then newly-discovered conduct in the women's basketball program. The following month, the enforcement staff reached out to request another interview with the associate head coach. On August 28, 2019, the associate head coach's counsel responded indicating that the coach would not participate in an interview. The enforcement staff continued to call the associate head coach's counsel on several occasions to request an interview but was unable to reach him. On January 30, 2020, the enforcement staff emailed the associate head coach's counsel again to request an interview. That same day, the associate head coach's counsel responded indicating that the associate head coach had left coaching with no intention to return and, therefore, declined to interview. The associate head coach did not file a response to the NOA and did not participate in the hearing.

### **Ohio State's Compliance Program**

A key issue for the panel at the infractions hearing was an exploration of Ohio State's compliance program. The panel questioned Ohio State representatives about its policies and procedures and the effectiveness of its compliance program throughout the roughly six-hour February 14, 2022, hearing. In its response to the NOA and throughout the hearing, Ohio State, its vice president and chief compliance officer, the senior associate athletics director for compliance, and current and former Ohio State athletics compliance staff members provided thorough and detailed responses to the panel's questions.

In an effort to monitor its 36 sport programs, Ohio State has dedicated significant resources to developing its compliance program. Specifically, Ohio State's compliance program revolves around its policies and procedures, education and training, program monitoring, and enforcement, response and prevention efforts. In addition to these efforts, Ohio State's organizational structure, risk assessments, and concern reporting process also contribute to the institution's compliance program. Structurally, Ohio State's compliance department reports up and through the Office of University Compliance and Integrity. Although the senior associate athletics director for compliance runs the day-to-day athletics compliance operations, the vice president and chief compliance officer has ultimate oversight of all compliance-related matters.

To ensure that compliance staff have a touchpoint on each sport, the institution assigns each of its sport programs primary and secondary compliance liaisons who focus on programming, monitoring and enforcement systems. Moreover, the institution has developed detailed policies and procedures for its coaches and compliance staff. According to Ohio State, these policies are intended to deter, prevent and timely detect violations. Importantly, throughout its response and at the hearing, Ohio State asserted that its policies and procedures aligned with or exceeded National Association of Athletics Compliance (NAAC) Reasonable Standards.

In addition to discussing them at the infractions hearing, Ohio State provided significant documentation of its policies and procedures. As one example, Ohio State provided a detailed local sports club handbook that outlines rules and expectations, as well as provides staff with a declaration form to disclose local sports club employment. This form also gathers information pertaining to the operation of local sports clubs and prospects in the locale of the institution.

As with its policies and procedures, Ohio State provided documentation to support its educational efforts. Specifically, Ohio State provided approximately 150 documents demonstrating its education sessions and email communications responding to coaches' compliance questions. The institution also documented when these sessions or communications occurred, showing that coaches often received relevant education shortly before, or even while, engaging in misconduct.

At the hearing, Ohio State spent a significant amount of time discussing its monitoring efforts. A primary focus for the panel with regard to Ohio State's monitoring efforts was the institution's site visit process. The institution completed 406 site visits in the fencing, women's golf and women's basketball programs from the 2015-16 through the 2018-19 academic years. However, until recently, Ohio State did not maintain documentation of the times, duration or summaries of the site visits. Additionally, it does not appear that Ohio State had a consistent practice of varying the timing of the site visits, as compliance staff—specifically, those involved with the fencing program—were known to primarily attend the beginning of practice. Further, like with local sports clubs, Ohio State provided documentation showing that it currently has a comprehensive site visit policy in place. Notably, that policy did not go into effect until October 2019.

Other monitoring efforts include frequent auditing and risk assessment, as well as "concern reporting." Concern reporting is the practice of raising compliance or integrity concerns to the institution, and Ohio State emphasized the importance of encouraging staff and student-athletes to engage in this process. This process was largely responsible for helping Ohio State discover the majority of conduct in this case. Although Ohio State discovered some of the conduct within

weeks of it occurring, other conduct went undiscovered for years. However, in its response to the NOA, Ohio State claimed that there is nothing more it could have done, or been expected to do, to deter the intentional violations committed by the head fencing coach and associate head women's basketball coach.

Finally, specific to CARA, Ohio State's monitoring efforts include requiring head coaches to submit annual time management plans to compliance staff with schedules for in- and out-of-season activities. Ohio State also expects coaches to submit accurate CARA logs, while student-athletes are expected to review logs and report concerns. However, at the time of this case, Ohio State did not require women's golf student-athletes to verify the accuracy of CARA logs until the end of the year. Due to challenges related to the institution's compliance software, Ohio State elected to turn off the contemporaneous CARA review section of the software because it could not monitor comments made by student-athletes. Thus, student-athletes were unable to comment on the accuracy of their CARA logs in the system and, instead, Ohio State's compliance staff relied on annual in-person meetings with the student-athletes to reveal any CARA-related concerns.

#### **IV. ANALYSIS**

The violations in this case occurred across three sport programs at Ohio State and primarily stemmed from the conduct of three experienced coaches. The violations fall into the following categories: (A) impermissible recruiting inducements by the head fencing coach; (B) impermissible recruiting inducements and transportation by an assistant fencing coach; (C) extra benefits in the fencing program; (D) countable coach limitations in the fencing program; (E) the head fencing coach's unethical conduct and failure to promote an atmosphere of compliance; (F) CARA overages in the women's golf program; (G) the head women's golf coach's failure to promote an atmosphere of compliance; (H) impermissible recruiting activities in the women's basketball program; (I) impermissible benefits in the women's basketball program; and (J) the head fencing and associate head women's basketball coaches' post-separation unethical conduct and failure to cooperate with the enforcement staff. This case also involves two Level III violations related to an assistant fencing coach's operation of a sport club and CARA overages in the women's basketball program.

##### **A. IMPERMISSIBLE RECRUITING INDUCEMENTS AND IMPERMISSIBLE TRYOUTS IN THE FENCING PROGRAM [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b) and 13.11.1 (2017-18)]<sup>10</sup>**

During the 2017-18 academic year, the head fencing coach provided, arranged for, was aware of or directed his staff to provide impermissible recruiting inducements to three prospective student-athletes. Members of the fencing coaching staff also impermissibly observed the prospects display their athletic abilities on several occasions. Ohio State and the enforcement staff agreed that this

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<sup>10</sup> The three impermissible inducement and tryout violations stemming from the head fencing coach's conduct were originally alleged separately by the enforcement staff. To reduce redundancies resulting from the similar conduct and implicated bylaws, the panel consolidated the three violations under a single heading. However, every instance of conduct did not result in a violation of each and every bylaw cited in this section—specifically, Bylaw 13.2.1.1-(b) only applies to the violations involving prospect 1.

conduct violated NCAA recruiting legislation and that the violations are Level II.<sup>11</sup> The panel concludes that each of these violations is Level II.

**1. NCAA legislation relating to recruiting inducements and tryouts.**

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

**2. The head fencing coach arranged for, provided or directed his staff to provide recruiting inducements to a women's fencing prospect and members of the coaching staff impermissibly observed the prospect display her athletic ability.**

From November 5, 2017, to April 2018, the head fencing coach arranged for, provided or directed his staff to provide \$3,729 in impermissible inducements to prospect 1. These inducements included free use of Ohio State's practice facilities, private lessons outside of scheduled local sports club time, meals and equipment. Further, the head coach and other members of the fencing coaching staff observed prospect 1 display her athletic ability during the private lessons, thus resulting in an impermissible tryout. This conduct resulted in a Level II violation of Bylaw 13.

Bylaw 13 governs recruiting. Bylaw 13.2.1 generally prohibits institutional staff members from any involvement in providing, arranging or offering benefits to a prospect that are not expressly permitted by NCAA legislation. Specific prohibitions are set forth in Bylaw 13.2.1.1. Notably, subsection (b) prohibits gifts of clothing or equipment. Finally, Bylaw 13.11.1 prohibits a member institution from conducting any physical activity (*e.g.*, a practice session or tryout) at which a prospect reveals, demonstrates or displays their athletic ability.

For approximately five months, the head coach was involved in the provision of impermissible inducements to prospect 1. These inducements occurred when the head coach arranged free private lessons with the prospect outside of designated local sports club time. Prospect 1's lessons not only occurred outside of sports club time in the fencing practice facility, but also in the institution's track and field facility on one occasion. Including the private lessons, the head coach permitted the prospect to practice in the fencing facility outside of local sports club time on 40 occasions. While at the facility, she also received 24 free meals that were provided to fencing student-athletes. These inducements violated Bylaw 13.2.1. Further, the head fencing coach gifted prospect 1 two saber blades, which violated Bylaw 13.2.1.1-(b). Because members of the coaching staff observed her private lessons, they constituted impermissible tryouts under Bylaw 13.11.1.

The COI regularly concludes that violations occur when coaches arrange for or provide impermissible inducements to prospects. *See Mercer University* (2021) (concluding that an assistant coach committed violations when he provided a women's track and field and cross country prospect with cost-free travel and housing, gear, tickets and other inducements, and permitted her to participate in practice); *University of Arizona* (2019) (concluding via an SDR that a coach committed violations when he trained a prospect and conducted specialized workouts with the prospect prior to enrollment at the institution); *Grambling State University* (2017) (concluding via an SDR that the institution and an assistant women's track coach provided an impermissible

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<sup>11</sup> The head coach did not respond to any of the allegations. Pursuant to Bylaw 19.7.8.3.4, a hearing panel may view a party's failure to respond to an allegation as an admission that the violation occurred.

tryout and recruiting inducements to a prospect); and *Monmouth University* (2017) (concluding that recruiting benefit violations occurred when a head coach arranged for a prospect to live with student-athletes, allowed the prospect to practice and the enrolled student-athletes provided the prospect's transportation).<sup>12</sup> Here, the head coach provided prospect 1 with free private lessons and access to institutional facilities outside of scheduled local sports club time, permitted her to eat free meals provided to the fencing student-athletes and gifted her two saber blades from the equipment room. Accordingly, this conduct violated recruiting legislation.

As outlined in Bylaw 19.1.2, Level II violations provide more than a minimal but less than an extensive advantage or benefit. The inducements in this case were not isolated or limited, as they totaled nearly \$4,000 and occurred over the course of approximately five months. Moreover, Bylaw 19.1.2 expressly identifies multiple recruiting violations as an example of a Level II significant breach of conduct. Consistent with this bylaw and the aforementioned cases, the panel concludes that this violation is Level II.

**3. The head fencing coach arranged for, provided, directed or was aware of recruiting inducements to a men's fencing prospect and members of the coaching staff impermissibly observed the prospect display his athletic ability.**

From February 18 to April 5, 2018, the head fencing coach arranged, provided, directed or was aware that members of the fencing coaching staff provided \$1,400 in impermissible inducements to prospect 2. These inducements included arranged housing with fencing student-athletes, use of the institution's locker room and fencing practice facility, free meals and transportation to and from the practice facility. Further, the head coach and other members of the fencing coaching staff impermissibly observed the prospect display his athletic ability on at least 60 occasions. The panel concludes that this violation is Level II.

In late 2017, prospect 2, in collaboration with the Latvian Fencing Federation and assistant coach 1, arranged to travel to Ohio State to train for the Junior World Fencing Championships. Prior to his arrival on February 18, 2018, assistant coach 1 arranged for prospect 2 to stay with two fencing student-athletes. Shortly after his arrival, the compliance staff discovered prospect 2's presence at the fencing practice facility. Despite express instruction to refrain from providing prospect 2 with benefits, the head coach allowed the prospect to continue training at the fencing facility for well over a month, where he ate free meals and received free transportation from a student-athlete. While training at the facility, members of the coaching staff observed the prospect display his athletic ability at least 60 times. Members of the coaching staff even permitted prospect 2 to participate in strength and conditioning workouts with the team, and the head fencing coach gave him free private lessons.

As with prospect 1, the inducements provided to prospect 2 resulted in violations of Bylaw 13.2.1. Likewise, the fencing coaching staff's observations of prospect 2's athletic ability violated Bylaw 13.11.1. These violations were not isolated or limited, as the head coach allowed prospect 2 to repeatedly return to the facility against the request of compliance staff. Additionally, this conduct

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<sup>12</sup> Although *Arizona* and *Grambling State* were decided through the summary disposition process and may be viewed as less instructive under COI Internal Operating Procedure 4-10-2-2, the panel cites to them in this section because they involve similar underlying conduct and violations.

resulted in inducements totaling \$1,400 and a significant number of impermissible tryouts. Consistent with Bylaw 19.1.2 and the cases cited above, these violations are Level II.

**4. The head fencing coach arranged for or provided recruiting inducements to a men's fencing prospect in the form of free use of a practice facility, and members of the coaching staff impermissibly observed him display his athletic ability.**

From March 12 to 17, 2018, the head fencing coach and members of the coaching staff arranged for or provided \$1,000 in impermissible recruiting inducements to prospect 3 when they permitted him to use the fencing practice facility. Further, the coaching staff impermissibly observed the prospect display his athletic ability on five occasions while he trained at the facility. This violation is Level II.

Prospect 3 was the boyfriend of a women's fencing student-athlete. When visiting her in March 2018, prospect 3's girlfriend asked the head fencing coach if prospect 3 could train in the institution's practice facility. The head coach approved and permitted the prospect to practice with the team for five days. Ohio State was not recruiting prospect 3. However, because he was considered a prospect under NCAA rules, prospect 3's training constituted a recruiting inducement and resulted in impermissible tryouts. Thus, violations of Bylaws 13.2.1 and 13.11.1 occurred.

Although prospect 3 only trained at the facility for five days, the violation was not isolated or limited—the inducements totaled \$1,000 in value and resulted in impermissible tryouts on five occasions. As with the violations above, this violation is appropriately designated as Level II based on Bylaw 19.1.2. and relevant case guidance.

**B. IMPERMISSIBLE RECRUITING INDUCEMENTS, IMPERMISSIBLE TRANSPORTATION AND IMPERMISSIBLE TRYOUTS IN THE FENCING PROGRAM [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(h), 13.5.1 and 13.11.1 (2017-18)]**

For about a week during the summer of 2018, an assistant fencing coach provided impermissible inducements to two prospects. The assistant coach also provided impermissible transportation to a fencing competition and observed the prospects display their athletic abilities. Ohio State and the enforcement staff agree that this conduct violated NCAA recruiting legislation and that the violation is Level II. The panel concludes that a Level II violation occurred.<sup>13</sup>

**1. NCAA legislation relating to recruiting inducements, transportation and tryouts.**

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

**2. An assistant fencing coach arranged for or provided recruiting inducements and transportation to two fencing prospects, and observed the prospects display their athletic abilities.**

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<sup>13</sup> Assistant coach 2 was not an involved individual in this case as he was not named in the NOA. Although his conduct resulted in NCAA violations, they are institutional violations only.



From June 24 to July 1, 2018, assistant coach 2 provided a variety of impermissible inducements to prospects 4 and 5. These inducements totaled \$447 and revolved around the prospects' participation in a fencing camp and the 2018 USA Fencing Nationals. Specifically, assistant coach 2 arranged air travel from Italy to the United States, arranged lodging accommodations and paid registration fees for the tournament. Prior to the tournament, assistant coach 2 also provided the prospects with cost-free housing at his home along with free food and transportation. During their stay, assistant coach 2 impermissibly observed the prospects display their athletic ability on two occasions. This conduct constitutes a Level II violation.

As outlined in Section IV.A., Bylaw 13 governs recruiting. Among other prohibitions, the Bylaw prohibits institutions from conducting activities where prospects display their athletic ability and providing student-athletes with free or reduced cost housing. Similarly, under Bylaw 13.5.1, institutions can only provide transportation to prospects on official visits or in limited circumstances on unofficial visits.

Assistant coach 2 had a relationship with prospects 4 and 5 due to his role as their former coach and owner of their fencing club in Italy. Although assistant coach 2 was trying to do the prospects and their families a favor and he did not have any intent to recruit them, the individuals were considered prospects under NCAA legislation. Thus, his conduct was contrary to permissible recruiting activities and resulted in NCAA violations. Precisely, assistant coach 2 arranged, and initially paid for, the prospects' flights to and from the United States in violation of Bylaw 13.2.1. The same bylaw applies to the free food that the prospects had access to while staying at the assistant coach's home. Assistant coach 2's arrangement of lodging at the fencing tournament, along with the free housing he provided to the prospects from June 24 to 27, 2018, violated Bylaw 13.2.1.1-(h). Further, upon their arrival in Columbus, assistant coach 2 picked the prospects up from the airport. He also transported them to St. Louis for the fencing tournament, which violated Bylaw 13.5.1. Finally, during their stay, assistant coach 2 briefly observed the prospects' training twice, constituting impermissible tryouts under Bylaw 13.11.1.

In accordance with the bylaws, the COI regularly concludes that recruiting violations occur when coaches provide inducements such as arranging free or reduced-cost housing. *See Youngstown State University* (2022) (concluding that Bylaw 13 violations occurred when the head women's soccer coach arranged free housing with a host family for a prospect while she competed with an amateur team). The same is true when coaches provide transportation to a prospect outside an official or unofficial visit. *See Youngstown State* (concluding that a head coach's transportation of a prospect to campus for initial enrollment violated Bylaw 13) and *Mercer* (concluding that impermissible transportation occurred when the assistant coach transported the prospect to his apartment and around the locale of the institution). Assistant coach 2 housed the prospects in his home for three days at no cost and arranged the lodging for the 2018 USA Fencing Nationals. Further, he not only picked the prospects up from the airport, but he drove them from Columbus to St. Louis to participate in the fencing tournament. Therefore, recruiting violations occurred.

As in the cited cases, assistant coach 2's conduct violated Bylaw 13. The nature and scope of the violation is consistent with Level II violations in past cases (*see Youngstown State* and *Mercer*) and Bylaw 19.1.2. Thus, the panel concludes that a Level II violation occurred.

**C. IMPERMISSIBLE BENEFITS AND INELIGIBLE COMPETITION IN THE FENCING PROGRAM [NCAA Division I Manual Bylaws 12.11.1, 16.8.1 and 16.11.2.1 (2015-16 through 2017-18)]**

For almost three years, the head fencing coach provided and directed members of the fencing coaching staff to provide 18 fencing student-athletes with impermissible benefits in the form of free access to his local sports club. The value of these benefits totaled over \$8,000. As a result of the benefits, the student-athletes competed and received expenses while ineligible. Ohio State and the enforcement staff agreed that this conduct violated NCAA legislation and that the violation is Level II. As such, the panel concludes that a Level II violation occurred.

**1. NCAA legislation relating to benefits and eligibility.**

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

**2. The head fencing coach provided or directed his staff to provide impermissible benefits to 18 fencing student-athletes in the form of access to his local sports club.**

From September 2, 2015, through May 10, 2018, the head fencing coach permitted fencing student-athletes to practice at the fencing practice facility during local sports club time without requiring them to pay the sports club fee. This totaled \$8,060 in impermissible benefits and resulted in the 18 student-athletes competing while ineligible and receiving impermissible actual and necessary expenses. As a result of this conduct, violations of Bylaws 12 and 16 occurred.

Bylaw 16 governs benefits. Bylaw 16.11.2.1 restricts student-athletes from receiving extra benefits. The bylaw defines extra benefits as special arrangements by an institutional employee to provide student-athletes or their families or friends with a benefit that is not generally available to other students. Pursuant to Bylaw 16.8.1, an institution may provide actual and necessary expenses only to eligible student-athletes to represent the institution in practice and competition. Institutions must also withhold ineligible student-athletes from competition under Bylaw 12.11.1.

For almost three years, the head coach provided and directed his staff to provide impermissible benefits to 18 student-athletes. These violations occurred because student-athletes would return to the fencing practice facility after their permissible practice time, typically to participate in voluntary activities, and then stay to practice during local sports club time. If the student-athletes had paid the local sports club fee, these practices would have been permissible. However, because the head coach did not ensure that student-athletes paid the fee before participating, violations of Bylaw 16.11.2.1 occurred. These violations also resulted in 18 student-athletes competing and receiving actual and necessary expense while ineligible in violation of Bylaws 12.11.1 and 16.8.1.

These violations are especially troubling because they occurred and were permitted to continue occurring *after* the institution self-reported a Level III violation stemming from similar local sports club separation issues in July 2017. Following that violation, Ohio State provided heightened education about permissible activities during sports club time and required the head coach to impose a 30-minute "passing period" where student-athletes would leave as members of the sports club entered the facility. Outside of those efforts, however, it does not appear that Ohio State's compliance office heightened its monitoring efforts to ensure that the head coach followed through

with its directives. Unfortunately, the head coach disregarded the education and advice and violations continued for almost another full year.

The COI has previously concluded that violations occur where student-athletes receive free training. *See University of Connecticut* (2019) (concluding that a trainer's provision of free on-campus training to several men's basketball student-athletes, along with a variety of other benefits, violated Bylaws 12 and 16). Here, the head fencing coach permitted 18 student-athletes to participate in activities during local sports club time without paying the fee. Although it is unclear how much, if any, training or instruction the student-athletes received from the coaching staff during local sports club time, they received free access to the practice facility while club members had to pay a fee. Thus, violations of Bylaws 12 and 16 occurred.

Regarding Level, the COI often concludes that impermissible benefits are Level II. *See Siena* (concluding that Level II impermissible benefit violations occurred where a head coach gave student-athletes cash over three academic years and arranged for their long-distance transportation); *University of California, Santa Barbara (UCSB)* (2019) (concluding that Level II violations occurred where the head and assistant water polo coaches provided impermissible benefits in the form of improper employment compensation and pay for work not performed to two student-athletes); and *Connecticut* (concluding that Level II violations occurred where a trainer provided free sessions worth \$1,200 to three men's basketball student-athletes). As in these cases, the free access to the fencing practice facility during local sports club time provided more than a minimal competitive advantage and benefit. The violations are Level II.

#### **D. IMPERMISSIBLE COACHING ACTIVITY IN THE FENCING PROGRAM [NCAA Division I Manual Bylaws 11.7.1.1 and 11.7.6 (2017-18)]**

For just under a month in the 2017-18 academic year, the head fencing coach exceeded the maximum number of countable coaches on his staff by one. Ohio State and the enforcement staff agree that this conduct violated NCAA legislation and that the violation is Level II. The panel concludes that a Level II violation occurred.

##### **1. NCAA legislation relating to coaching limitations.**

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

##### **2. During the 2017-18 academic year, Ohio State's fencing program exceeded the maximum number of countable coaches.**

From February 26 through March 15, 2018, Ohio State's fencing program exceeded the maximum number of countable coaches when the head coach invited an international fencing coach to consult with Ohio State's coaching staff prior to the NCAA Fencing National Championship. At the time the consultant came to Ohio State, the fencing program already had the maximum number of countable coaches under NCAA legislation. As a result, when the consultant provided technical and tactical assistance to student-athletes, the program exceeded its coaching limitations. As such, violations of Bylaw 11 occurred.

Bylaw 11 governs the conduct of institutional personnel. Bylaw 11.7.1.1 states that an institutional staff member or individual with whom the institution made arrangements (*e.g.*, consultants) must count against coaching limits if they provide technical or tactical instruction related to the sport to a student-athlete at any time. Further, Bylaw 11.7.6 limits the number of coaches permitted in each sport which, in men's and women's fencing, is two each.

Despite express instructions from the compliance staff, the head coach permitted the consultant to provide technical and tactical assistance during CARA, voluntary activities and safety exception activities. In doing so, he became a countable coach under Bylaw 11.7.1.1 and caused Ohio State's fencing program to exceed their coaching limitations in violation of Bylaw 11.7.6.

In several recent cases, the COI has 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); *Connecticut* (same); and *University of Oregon* (2018) (same). As in these cases, the impermissible coaching activity related to the consultant in the fencing program violated Bylaw 11.

Pursuant to Bylaw 19.1.2, the panel concludes that the coaching activity violation is Level II. The institution experienced a more than minimal but less than substantial advantage by having an additional accomplished coach working with its fencing student-athletes. Moreover, the violation was not limited in that it occurred over nearly a one-month period. The only reason the violation ended was because the institution terminated assistant coach 1, bringing Ohio State back within the permissible number of coaches. Had the institution not taken this personnel action, the violation would have likely continued and may have supported a more significant violation. The COI has routinely concluded that coaching activity violations are Level II. *See Missouri State University* (2021); *Georgia Tech*; and *Connecticut*. Consistent with these cases and Bylaw 19.1.2, the panel concludes that the violations in this case are Level II.

**E. UNETHICAL CONDUCT AND HEAD COACH RESPONSIBILITY FOR THE HEAD FENCING COACH [NCAA Division I Manual Bylaws 10.1-(c) (2015-16); 10.01.1, 10.1 and 11.1.1.1 (2015-16 through 2017-18); and 10.1-(b) (2016-17 and 2017-18)]**

The head fencing coach engaged in unethical conduct and failed to promote an atmosphere of compliance and monitor his staff when he personally committed violations of well-known recruiting, coaching and benefits legislation.<sup>14</sup> Additionally, the head fencing coach arranged for or instructed members of his staff to participate in violations. Ohio State and the enforcement staff agreed that this conduct violated head coach responsibility and unethical conduct legislation and that the violation is Level I for the head fencing coach. Late in the processing of this case, however,

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<sup>14</sup> Although the enforcement staff alleged that the head coach failed both prongs of his responsibility under Bylaw 11.1.1.1 (*i.e.*, promoting an atmosphere of compliance and monitoring his staff), the majority of the rationale in the responses and at the hearing focused solely on his promotion of an atmosphere of compliance. While the head coach actively involved his staff in violations, the extent to which his monitoring activities contributed to any of the underlying violations is unclear. Regardless of whether the head coach's actions failed to meet the second prong of the head coach responsibility analysis, the panel concludes that a violation of Bylaw 11.1.1.1. occurred because the head coach failed promote an atmosphere of compliance.

Ohio State modified its original position and argued that the violation should be Level II for the institution. The panel concludes that a Level I violation occurred for both parties.

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

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

**2. The head coach violated the principles of ethical conduct and failed to rebut his presumed responsibility for the violations in the fencing program because he did not demonstrate that he promoted an atmosphere of compliance or monitored his staff.**

From September 2015 through April 2018, the head fencing coach failed to meet his legislated responsibility to promote an atmosphere of compliance and monitor his staff. The head coach was personally involved in providing a wide range of impermissible recruiting inducements to three prospects throughout the 2017-18 academic year. Additionally, he provided impermissible benefits to student-athletes in the form of free access to the fencing practice facility during local sport club time, causing 18 student-athletes to compete while ineligible. He also involved his staff in the violations. Further, the head coach invited a consultant to assist with the fencing program, causing it to exceed countable coach limitations.

Throughout the violations, the head coach disregarded or intentionally disobeyed education and instructions from the compliance staff. In some instances, the head coach actively concealed his conduct and provided false statements to compliance staff members. As a result of his knowing provision of impermissible inducements and benefits, the head coach also violated the principles of ethical conduct. The panel concludes that Level I violations of Bylaws 10 and 11 occurred.

Bylaw 10 requires current and former institutional staff members to conduct themselves in an ethical manner and to act with honesty and sportsmanship at all times. Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of behaviors expressly identified as unethical. Specifically, Bylaw 10.1-(b) identifies an individual's knowing involvement in providing a prospective or an enrolled student-athlete an improper inducement or extra benefit as unethical conduct.

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 violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

Over the course of three academic years, the head fencing coach knowingly provided, or directed his staff to provide, student-athletes with impermissible benefits in the form of access to the fencing practice facility during sports club time without paying the sports club fee. Similarly, during the 2017-18 academic year, the head coach arranged, provided or directed the provision of inducements to three prospective student-athletes. The inducements included private lessons and meals, but primarily centered on access to the fencing practice facility. These benefits and

inducements totaled roughly \$8,000 and \$6,000, respectively. By engaging in this conduct, the head fencing coach violated fundamental, well-known bylaws. Worse, the head fencing coach received relevant education on the exact areas of the violations *as they were occurring* but continued to commit the same violations and, in some circumstances, concealed them from the compliance staff. In accordance with Bylaw 10.1-(b), the head coach plainly violated the principles of ethical conduct.

Turning to head coach responsibility, the head coach is presumed responsible for the violations involving prospects 1, 2 and 3, the student-athletes' receipt of benefits and the coaching activity violation.<sup>15</sup> The head coach failed to promote an atmosphere of compliance because he was directly involved, and involved his staff, in violations. Moreover, the head coach failed to consult, provided false statements and concealed conduct from Ohio State's compliance staff, while simultaneously disregarding the education and instructions they provided him. Disregarding compliance staff is in direct contravention with promoting an atmosphere of compliance. Thus, the head coach committed a head coach responsibility violation under Bylaw 11.1.1.1.

Ohio State and the enforcement staff agreed that this violation is Level I for the head fencing coach. However, at the hearing and for the first time in the processing of this case, Ohio State argued that the violation should be Level II for the institution. Specifically, Ohio State cited the intentional, individual nature of the head coach's conduct as the basis for the differentiation in level. In support of its position for assigning different Levels to different parties for the same conduct, Ohio State cited *University of Hawaii at Manoa (Hawaii)* (2015).

Ohio State's reference to *Hawaii* is misplaced. Although the enforcement staff originally alleged the head coach responsibility and unethical conduct violations in *Hawaii* as Level I, the COI ultimately concluded that they were Level II violations. As such, that case *only* involved Level II violations—unlike the case at issue—and does not support Ohio State's position.<sup>16</sup>

More importantly, the COI has recently addressed, and rejected, the argument that an involved individual's Level I conduct should be designated as Level II for the institution. *See Oklahoma State University* (2020) at 12 (concluding that the institution was responsible for a Level I violation committed by its associate head men's basketball coach because "the level of the violation attaches to the *conduct*, not the *actor*").<sup>17</sup> The same rationale remains true here.

As a fundamental principle, institutions are responsible for the actions of their staff members. *See* Constitution 2.1.2. That is why violations committed by staff members during their employment

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<sup>15</sup> The head coach is not responsible for the violations involving assistant coach 2 because he retired before those violations occurred. Thus, those violations do not serve as a basis for the Bylaw 11.1.1.1 violation.

<sup>16</sup> Like the COI's decision, the Division I Infractions Appeals Committee's (IAC) decision in *Hawaii* does not support Ohio State's argument. *See University of Hawaii, Manoa*, IAC Report No. 428 (2016). *Hawaii* involved a narrow issue: whether the COI can assign more weight to an individual's unethical conduct violation for purposes of conducting a predominance analysis to determine which penalty structure should apply. Specifically, the IAC held that "[t]o assign significant weight in the predominance analysis to the coaches' unethical conduct, there must be a direct correlation between the actions (or lack thereof) of the institution and the coach." The IAC did not broadly require a nexus to hold individuals and institutions accountable at the same level.

<sup>17</sup> Recently, the IAC affirmed the COI's decision to apply the level to the conduct not the actor. *See Oklahoma State University*, IAC Decision No. 537 (2021).

are also attributed to the institution. Moreover, the membership's penalty structure does not support assigning different levels to the *same* conduct. Specifically, Bylaws 19.1.1, 19.1.2 and 19.1.3 define Level I, II and III violations based on the nature and severity of the conduct. The conduct either meets the definition of a Level I violation, or it meets the definition of a Level II violation. It cannot meet both. It is through the application of party-specific aggravating and mitigating factors that the COI differentiates between institutions and individuals, classifies the case for each party and determines whether the party is subject to a higher or lower penalty range. Therefore, this violation is assigned the *same* level for both the head fencing coach and Ohio State. The panel addresses party-specific aggravating and mitigating factors in Section VII of this decision.

Under Bylaw 19.1.1, unethical conduct is an example of a Level I violation regardless of the underlying violation. *See* Bylaw 19.1.1-(d). The COI regularly concludes that unethical conduct violations that stem from the intentional provision of impermissible inducements and benefits are appropriately designated as Level I violations. *See University of Akron* (2021) (concluding a Level I violation occurred where an assistant AD provided cash loans to football student-athletes) and *University of Northern Colorado* (2017) (concluding Level I unethical conduct violations occurred where multiple coaches provided prospects with impermissible inducements in the form of payment for online courses).

Further, although head coach responsibility violations are typically the same level as the underlying violations, this violation is based off of five separate Level II violations. The collective Level II violations taken together with the Level I unethical conduct violation supports Level I head coach responsibility.

#### **F. IMPERMISSIBLE CARA IN THE WOMEN'S GOLF PROGRAM [NCAA Division I Manual Bylaws 17.1.7.1, 17.1.7.1.1 and 17.1.7.3.4 (2016-17 through 2019-20)]**

For approximately three years, the head women's golf coach required women's golf student-athletes to participate in CARA beyond daily and weekly in-season limits. Ohio State agreed the violation occurred and that it is Level II. The head coach agreed with the facts but asserted that the violation is Level III. The panel concludes the violation occurred and it is Level II.

##### **1. NCAA legislation relating to CARA.**

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

##### **2. The head women's golf coach required student-athletes to participate in CARA beyond the legislated limits and failed to ensure the accuracy of CARA logs.**

From fall 2016 through fall 2019, the head women's golf coach required women's golf student-athletes to exceed CARA limitations when she repeatedly ended practice 15 to 30 minutes past the four-hour daily limit for weeks without qualifying rounds. Moreover, the head coach exceeded the 20-hour weekly total during weeks with qualifying rounds. These overages totaled 49 hours over the course of three years, or roughly 15 hours per year. Additionally, the head coach failed

to ensure the accuracy of student-athletes' CARA logs in weekly reports to compliance. Due to this conduct, violations of Bylaw 17 occurred.

Bylaw 17 governs playing and practice seasons, including CARA legislation. Bylaw 17.1.7.1 limits student-athletes' participation in CARA to a maximum of four hours per day and 20 hours per week. Likewise, Bylaw 17.1.7.1.1 provides an exception for practice rounds of golf that allows student-athletes to exceed the daily four-hour limit up to five hours, with the weekly limit remaining the same. Bylaw 17.1.7.3.4 requires student-athletes to record their countable hours on a daily basis.

The head women's golf coach acknowledged that her CARA practices violated NCAA legislation. By estimating practice times, the head coach allowed CARA overages to occur for three years. These overages occurred in-season during weeks with and without qualifying rounds, thereby violating Bylaws 17.1.7.1 and 17.1.7.1.1. Because the head coach estimated practice times and entered anticipated times into the compliance software ahead of time, the CARA logs submitted to the compliance staff were inaccurate. According to the head coach, these mistakes may have been due, in part, to advice from compliance liaisons regarding CARA logs—an assertion that was disputed by the compliance staff. However, the head coach received significant CARA education throughout her 30 years with Ohio State. Although the head coach may have mistakenly believed her practices were permissible, she should have known the importance of following CARA legislation and maintaining accurate logs.

Ohio State and the enforcement staff agreed that this violation is Level II. However, the head coach argued that the violation should be Level III. Specifically, the head coach argued that the violations stemmed from her desire to give student-athletes flexibility, were not designed to achieve an advantage and continued because she believed that her system was compliant and satisfactory. Although the head coach attempted to provide flexibility within her program, the same flexibility does not exist in NCAA legislation. The bylaws set a maximum number of allowable hours for programs to operate. Head coaches are free to provide their student-athletes and programs with flexibility, but not in a manner that is contrary to fundamental CARA legislation. It is the head coach's responsibility to ensure that their program operates within the membership's legislated framework.

Pursuant to Bylaw 19.1.2, the panel concludes that the violation is Level II. Because the women's golf student-athletes were engaging in countable activity in excess of legislated limits, Ohio State gained more than a minimal competitive advantage over other institutions that were adhering to CARA limitations. Additionally, this activity spanned a three-year period and was therefore not isolated or limited in scope. Furthermore, several student-athletes indicated that the CARA overages caused them to be late to other obligations, thus impacting their student-athlete experience.

The COI has traditionally held similar CARA violations to be Level II. *See Missouri State* (concluding that Level II violations occurred where, for four summers, the head women's volleyball coach directed prospective and enrolled student-athletes to participate in CARA outside the legislated playing season) and *UCSB* (concluding that Level II violations occurred when track



and field student-athletes participated in impermissible CARA for two and a half years). As in these cases, the head women's golf coach's CARA violations are Level II.

**G. HEAD COACH RESPONSIBILITY FOR THE HEAD WOMEN'S GOLF COACH  
[NCAA Division I Manual Bylaws 11.1.1.1 (2016-17 through 2019-20)]**

The head women's golf coach failed to promote an atmosphere of compliance because she was personally involved in CARA violations in her program. Ohio State, the head women's golf coach and the enforcement staff agree that this conduct violated head coach responsibility legislation and that the violation is Level II. The panel concludes that a Level II violation occurred.

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

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

**2. The head coach failed to rebut her presumed responsibility for the violations in the women's golf program because she did not demonstrate that she promoted an atmosphere of compliance.**

For the duration of the CARA violations in the women's golf program, the head coach failed to meet her legislated responsibility to promote an atmosphere of compliance. Specifically, the head coach was personally involved in requiring women's golf student-athletes to practice in excess of daily and weekly in-season CARA limitations. As a result of her personal involvement in the overages, the head coach violated head coach responsibility legislation.

The legislated responsibilities associated with head coaches are outlined in Section IV.E.

The head women's golf coach is presumed responsible for the violations in her program and, due to her personal involvement in the violations over a three-year period, cannot rebut that presumption. The COI has consistently concluded that head coaches violate Bylaw 11.1.1.1 when they are personally involved in CARA violations. *See Missouri State* (concluding that the head women's volleyball coach violated head coach responsibility legislation due, in part, to her personal involvement in CARA violations) and *UCSB* (concluding the head track coach violated Bylaw 11.1.1.1 due to his personal involvement in CARA violations). As in these cases, the head coach did not fulfill her duty to promote an atmosphere of compliance when she involved herself in CARA violations. Additionally, at least one women's golf student-athlete reported feeling guilty for voicing concerns about practice times. This is not indicative of an atmosphere of compliance.

As noted above, the level of head coach responsibility violations typically derives from the level of the underlying violations. In this case, the head women's golf coach's sole violation consisted of Level II CARA overages. Accordingly, and pursuant to Bylaw 19.1.2-(e), the head coach responsibility violation is Level II for the head coach and Ohio State.

**H. IMPERMISSIBLE RECRUITING ACTIVITIES, AN IMPERMISSIBLE INDUCEMENT AND INELIGIBLE COMPETITION IN THE WOMEN'S BASKETBALL PROGRAM [NCAA Division I Manual Bylaws 13.1.2.1 and 13.1.2.7-(c) (2014-15 through 2017-18); 13.2.1, 13.6.7.1, and 13.6.7.5 (2017-18); 12.11.1, 13.1.2.1, 13.4.1 and 16.8.1. (2018-19)]**

Over the course of four years, the associate head women's basketball coach participated in impermissible recruiting activities and provided an impermissible inducement to two women's basketball prospective student-athletes. As a result of the impermissible inducement, two student-athletes competed and received actual and necessary expenses while ineligible. Ohio State and the enforcement staff agreed that this conduct violated NCAA recruiting legislation and that the violation is Level II.<sup>18</sup> The panel concludes that the violation is Level II.

**1. NCAA legislation relating to recruiting and eligibility.**

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

**2. The associate head women's basketball coach engaged in impermissible recruiting activities and provided an impermissible inducement that resulted in two student-athletes competing while ineligible.**

From May 2015 through May 2019, the associate head women's basketball coach engaged in several recruiting violations. Starting in May 2015 and continuing through August 2017, the associate head coach involved six current or former student-athletes in the recruitment of six prospects. In spring 2018, the associate head coach provided an impermissible inducement in the form of bottle service at a club to two prospects. Further, in September 2018 and May 2019, the associate head coach had a nonscholastic coach pass along recruiting text messages to three prospects who were too young for the associate head coach to permissibly contact. As a result of the impermissible inducement, two student-athletes competed in 29 contests while ineligible. This conduct violated Bylaws 12, 13 and 16.

Bylaw 13 governs recruiting. Bylaw 13.1.2.1 explains that recruiting contacts may only be made by authorized institutional staff members. Bylaw 13.1.2.7 outlines when it is permissible for students enrolled at an institution to contact prospects, and subsection (c) permits written correspondence so long as it is not done at the direction of a staff member. Bylaw 13.4.1 prohibits an institution from sending electronic correspondence to a prospect prior to September 1 of their junior year in high school. Bylaw 13.6.7.1 permits an institution to provide entertainment to a prospect on an official visit but prohibits entertainment and contact by representatives of the institution's athletics interests. Relatedly, Bylaw 13.6.7.5 permits a student-host to receive \$40 a day to cover the cost of entertaining a prospect.

Additionally, as outlined above, Bylaw 12.11.1 outlines the obligation of member institutions to withhold ineligible student-athletes from intercollegiate competition. Bylaw 16.8.1 requires that only eligible student-athletes receive actual and necessary expenses.

Despite receiving regular recruiting education from Ohio State, the associate head women's basketball coach intentionally violated NCAA recruiting legislation. The associate head coach involved six current or former student-athletes in the recruitment of six prospects. Specifically, the associate head coach had the current and former student-athletes text or direct message the

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<sup>18</sup> The associate head women's basketball coach did not respond to any of the allegations. Pursuant to Bylaw 19.7.8.3.4, a hearing panel may view a party's failure to respond to an allegation as an admission that the violation occurred.

prospects and encourage them to commit to Ohio State. This conduct violated Bylaws 13.1.2.1 and 13.1.2.7-(c). With regard to the impermissible inducement, the associate head coach paid \$100 for the prospects to receive bottle service at a club, which violated Bylaws 13.6.7.1 and 13.6.7.5.<sup>19</sup> Those prospects later enrolled at Ohio State and competed in 29 contests while ineligible in violation of Bylaws 12.11.1 and 16.8.1.

Finally, the associate head coach worked with a nonscholastic coach who knew or had coached three young prospects. In order to contact the prospects prior to September 1 of their junior years in high school, the associate head coach had the nonscholastic coach funnel recruiting text messages to the prospects and/or their families. This conduct violated Bylaws 13.1.2.1 and 13.4.1.

Because these are fundamental and well-founded rules related to recruiting, relevant case guidance with a comparable scope of violations is limited. Albeit based on different facts and circumstances, the COI has concluded that Level II inducement and contact violations occurred when coaching staff members provide impermissible inducements to prospects and contact them outside of the legislated time periods. *See DePaul University* (2019) (concluding that an assistant director of basketball operations (DOBO) tasked with monitoring a prospect provided impermissible recruiting inducements and contacts that resulted in the prospect competing and receiving expenses while ineligible). Like in that case, these recruiting violations occurred and are also Level II.

In accordance with Bylaw 19.1.2., the violations provided more than a minimal advantage. By violating NCAA legislation, the associate head coach was able to contact nine prospects through current and former student-athletes and the nonscholastic coach. These contacts would have been unavailable to programs abiding by the rules. Additionally, the violations were not isolated or limited as they occurred over the course of four years. In line with the bylaws and case guidance, a Level II violation occurred.

**I. IMPERMISSIBLE BENEFITS AND INELIGIBLE COMPETITION IN THE WOMEN'S BASKETBALL PROGRAM [NCAA Division I Manual 15.5.5.2 (2015-16); 12.11.1, 16.8.1 and 16.11.2.1 (2015-16 through 2017-18); and 16.11.2.1 (2018-19)]**

Over the course of three academic years, the associate head women's basketball coach provided impermissible benefits to three student-athletes. These benefits resulted in two student-athletes competing in 47 contests and receiving actual and necessary expenses while ineligible. Ohio State and the enforcement staff agreed that a violation of NCAA legislation occurred and that the violation is Level II. As such, the panel concludes that a Level II violation occurred.

**1. NCAA legislation relating to benefits and eligibility.**

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

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<sup>19</sup> Although the prospects were of legal age to consume alcohol, the panel is deeply troubled by the associate head coach's intentional use of alcohol on an official visit. The provision of alcohol—particularly by a coach—is at odds with the fundamental principles of the recruiting process. There is no place for that type of activity on official visits.

**2. The associate head women's basketball coach provided impermissible inducements to three women's basketball student-athletes, causing two of them to compete while ineligible.**

Beginning in spring 2016 and continuing through November 2018, the associate head women's basketball coach provided impermissible benefits to three student-athletes. The violations began with the associate head coach purchasing \$500 worth of textbooks for one student-athlete. That same semester, he gave that same student-athlete and a second student-athlete \$20 each to purchase meals after games on three occasions. In November 2017, the associate head coach paid \$50 for those two student-athletes to get manicures. Then, in November 2018, the associate head coach gave a former student-athlete \$70 to rent a car. As a result, two student-athletes competed while ineligible. Due to this conduct, violations of Bylaws 12, 15 and 16 occurred.

To begin, Bylaw 15 addresses financial aid. Bylaw 15.5.5.2 places an annual limit of 15 on the total number of counters in women's basketball at each institution. The rest of these bylaws have been cited repeatedly throughout this decision but, as a reminder, Bylaw 12.11.1 outlines the obligation of member institutions to withhold ineligible student-athletes from intercollegiate competition. Similarly, Bylaw 16.8.1 requires that only eligible student-athletes receive actual and necessary expenses. Bylaw 16.11.2.1 prohibits student-athletes from receiving any extra benefit not expressly authorized by NCAA legislation.

These violations stem from the associate head coach's intentional conduct, rooted in his desire to form relationships with student-athletes outside of the traditional player-coach relationship. The associate head women's basketball coach provided a total of \$740 in impermissible benefits to multiple student-athletes over the course of three academic years. These benefits violated Bylaw 16. Because the associate head coach provided \$500 in textbooks to a student-athlete who was not on financial aid, that conduct also violated Bylaw 15. Additionally, as a result of the benefits, two student-athletes competed in 47 contests while ineligible, thereby violating Bylaws 12 and 16.

The COI consistently concludes that violations occur where coaches provide student-athletes or prospects with impermissible benefits or inducements. *See Missouri State* (concluding that a Level II violation 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 *Siena* (concluding that a Bylaw 16 violation occurred where the head coach gave student-athletes cash on numerous occasions). As stated above, the COI also regularly concludes that impermissible benefits are Level II. *See Siena; UCSB; and Connecticut*. As in these cases, the textbooks, rental car and meals provided more than a minimal competitive advantage and benefit. The violations are Level II.

**J. POST-SEPARATION UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.1, 10.1-(a), 19.2.3 and 19.2.3.2 (2018-19 through 2020-21)]<sup>20</sup>**

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<sup>20</sup> The head fencing and associate head women's basketball coaches' failure to cooperate and unethical conduct violations were alleged by the enforcement staff in individual post-separation NOAs. Due to the similarity of the violations, the panel has consolidated them under one heading. The identified bylaws apply to both coaches; however, because the head fencing coach's refusal to participate began in the academic year prior to that of the associate head women's basketball coach, the relevant NCAA Division I Manuals are slightly different. Specifically, the head fencing coach's conduct involved bylaws in the 2018-19 through 2020-21 Division I Manuals, while the associate head coach's conduct was covered by the 2019-20 and 2020-21 manuals.

Following their respective resignations from Ohio State, the head fencing coach and the associate head women's basketball coach failed to meet the Association's standards of ethical conduct and their legislated responsibility to cooperate when they refused to participate in interviews with the enforcement staff and provide information relevant to the investigation. Neither the head fencing coach nor the associate head women's basketball coach responded to the allegations. The panel concludes that both coaches committed Level I violations.

**1. NCAA legislation relating to unethical conduct and failure to cooperate.**

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

**2. The head fencing coach violated unethical conduct legislation and failed to cooperate when he refused to interview with the enforcement staff.**

Beginning on November 19, 2018, the head fencing coach failed to meet his obligation to cooperate in the investigation when he refused to participate in an interview with the enforcement staff. His conduct violated Bylaws 10 and 19.

Bylaw 10.1-(a) obligates current and former institutional staff members to make complete disclosures of information concerning possible violations when requested by the enforcement staff. Failure to do so may constitute unethical conduct under Bylaw 10.1. Along these lines, and to further the mission of the infractions process, Bylaw 19.2.3 requires current and former staff members to assist and fully cooperate with the enforcement staff. Relatedly, Bylaw 19.2.3.2 expressly states that failing to satisfy the responsibility to cooperate may result in an allegation or be considered an aggravating factor.

The head fencing coach failed to meet his legislated obligations under Bylaws 10 and 19. In October and November 2018, the enforcement staff communicated with the head coach and his son via phone and email in an effort to schedule an interview. Following unanswered requests on November 14, the enforcement staff sent a final request for an interview on November 19, 2018. The head coach did not respond to the enforcement staff until January 31, 2019—over two months later. Moreover, his eventual response did not directly address the enforcement staff's interview request, but rather outlined his personal circumstances and information pertaining to the violations to show why he "did not want to go through all of this again." The head coach ignored the enforcement staff's follow-up email requesting clarification on his participation status. Ultimately, the head coach failed to interview, respond to the allegations and participate in the infractions hearing.

The COI has regularly concluded that individuals who refuse to participate in interviews and cooperate within the infractions process fail to meet their affirmative obligations to further the mission of the NCAA's infractions program. Absent unique and extraordinary circumstance, these failures consistently result in Level I violations of Bylaws 10 and 19. *See Auburn University* (concluding the associate head coach committed Level I violations when he refused to participate in the investigation and processing of the case); *Oklahoma State* (same); and *Louisville* (concluding the former DOBO committed Level I unethical conduct and cooperation violations when he refused to participate in interviews, respond to the allegations and participate in the

infractions hearing). Furthermore, Bylaw 19.1.1 identifies failure to cooperate and individual unethical conduct as examples of Level I severe breaches of conduct. Thus, consistent with Bylaw 19.1.1-(c) and past case guidance, the panel concludes that the head fencing coach's conduct constitutes a Level I violation.

**3. The associate head women's basketball coach violated unethical conduct legislation and failed to cooperate when he refused to participate in a second interview with the enforcement staff.**

Beginning on January 30, 2020, the associate head women's basketball failed to cooperate and violated the principles of ethical conduct when he refused to participate in an additional interview with the enforcement staff. This refusal violated Bylaws 10 and 19.

The associate head coach participated in an interview with Ohio State and the enforcement staff on July 31, 2019. Shortly thereafter, the enforcement staff requested that the associate head coach participate in a subsequent interview. The associate head coach's council declined this request on August 28, 2019. After several attempts to reach him via phone, the enforcement staff emailed the associate head coach's counsel on January 30, 2020, with another interview request. Once again, the associate head coach's counsel indicated that he declined to interview.

The COI has routinely emphasized that the responsibility to cooperate means full cooperation throughout the process. *See Auburn* (concluding that the assistant coach's participation in two interviews did not excuse his refusal to participate in another interview when new information was discovered); *Georgia Tech* (concluding that the assistant coach violated unethical conduct legislation and failed to cooperate when he declined two follow-up interview requests and failed to produce requested bank records); *Connecticut* (concluding that the head men's basketball coach failed to cooperate when he declined to participate in a second interview after his termination from the institution); and *University of Louisiana at Lafayette* (2016) (concluding that an assistant football coach failed to cooperate when he declined to participate in a third interview and furnish phone records). Consistent with the COI's conclusions in those cases, the associate head coach's participation in one interview does not excuse his refusal to engage in an additional interview with the enforcement staff. As in the cases cited above, this violation is Level I.

## **V. LEVEL III VIOLATIONS**

### **1. IMPERMISSIBLE FENCING SPORTS CLUB [NCAA Division I Manual Bylaws 13.11.1 and 13.11.2.4 (2017-18 and 2018-19)]**

From December 2017 through August 2018, assistant fencing coach 2 owned and operated an impermissible fencing sports club in Italy used by prospects. The location of the sports club was outside the required 50-mile limit. The assistant coach did not disclose the existence of this sports club to the institution and the institution did not actively recruit any prospects from the club.

## **2. IMPERMISSIBLE CARA IN THE WOMEN'S BASKETBALL PROGRAM [NCAA Division I Manual Bylaws 17.1.7.1 and 17.1.7.3.4 (2018-19 and 2019-20)]**

During the 2018-19 and 2019-20 academic years, the women's basketball program required student-athletes' participation in CARA that exceeded NCAA legislated weekly limitations on a few occasions. In total, the women's basketball program exceeded CARA by four hours and 30 minutes during the 2018-19 academic year and two hours and 10 minutes during the 2019-20 academic year. Further, the women's basketball program failed to ensure the accurate recording of student-athlete's countable hours in weekly reports to the compliance staff. Specifically, the women's basketball program failed to include pre-practice activities in its CARA hours.

### **I. VIOLATION NOT DEMONSTRATED**

On March 10, 2021, the panel rejected the parties' previously submitted SDR due to concerns that the scope and scale of the conduct in this case could establish a failure to monitor violation under Constitution 2.8.1. Ohio State and the enforcement staff agreed that a failure to monitor violation did not occur. Despite this agreement, the number of allegations involved—particularly on the heels of Ohio State's November 2017 infractions case—prompted the panel to explore a potential failure to monitor violation at the February 14, 2022, hearing.<sup>21</sup> As further explained below, the panel identified gaps in Ohio State's compliance program which made the panel's decision on the violation extremely difficult. Regardless, based on the totality of the information reviewed, the panel determines that a failure to monitor violation did not occur.

In reaching this conclusion, the panel considered the scope and extent of Ohio State's compliance policies, procedures and practices. Notably, Ohio State's compliance program included robust rules education. In contrast, its monitoring efforts were basic—especially in light of the significant compliance-related resources identified and touted by Ohio State throughout the processing of this case. Further, while it assisted in the *eventual* self-detection of 12 institutional violations, Ohio State's compliance program did not deter the violations that occurred throughout three of its sport programs.<sup>22</sup> These violations revealed a concerning trend whereby three long-tenured, well-educated coaches disregarded fundamental NCAA rules.

Although this trend and the nature of the violations highlighted key areas for improvement, a failure to monitor violation is not simply a numerical analysis.<sup>23</sup> While Ohio State's compliance

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<sup>21</sup> Although a failure to monitor violation was not alleged by the enforcement staff, NCAA Bylaw 19.7.7.4 gives the panel the authority to conclude that additional violations occurred based on the facts developed at the hearing.

<sup>22</sup> The panel notes that some violations in the fencing, women's golf and women's basketball programs went undetected for multiple years.

<sup>23</sup> To be clear, failure to monitor violations can occur when one violation occurs in one sport program. However, as the number of violations and number of impacted programs involved in a case increase, a more thorough exploration of an institution's compliance operations is warranted.

efforts were not perfect, they were not so deficient that they failed to meet the requirements outlined in Constitution 2.8.1.

The NCAA Constitution sets forth principles by which institutions are to conduct their intercollegiate athletics programs. Constitution 2.8.1 obligates institutions to comply with all applicable rules and regulations of the Association, to monitor their programs to ensure compliance and to report instances of noncompliance.

There is no single threshold that establishes when a failure to monitor violation is appropriate. It is a fact-specific, case-by-case analysis. The COI has recently stated that Constitution 2 does not require perfection; however, it does require institutions to commit adequate resources to compliance programs and to develop systems that deter, detect and report violations. *See University of Massachusetts, Amherst* (2020). Stated differently, institutions fail to monitor their athletics programs when they do not take reasonable steps to promote compliance.

The violations in this case involve the men's and women's fencing, women's golf and women's basketball programs. Although not a part of this case, these violations occurred at the same time or shortly after violations in the swimming and diving program. Those violations were processed as part of a 2017 SDR. *See The Ohio State University* (2017). Like some of the violations in this case, Ohio State's 2017 infractions case involved a prospective student-athlete in the locale of the institution which led to recruiting violations. Although it did not result in violations, Ohio State was aware of the prospect's participation at a local sports club. The violations in that case also demonstrated a head coach responsibility violation. A key inquiry for this panel involved how the institution responded to its 2017 infractions case, with particular emphasis on head coach control and monitoring efforts.

Throughout the processing of this case, Ohio State documented its compliance policies and procedures, education, monitoring, and enforcement/prevention efforts. Specifically, Ohio State provided approximately 150 documents concerning the institution's educational sessions and relevant communications with the involved coaches at the time of the violations. These documents demonstrated that coaches were educated in all areas where violations occurred, often shortly before violations began or while they were occurring. The panel had no issue with Ohio State's compliance education efforts.

The panel was—and, to an extent, remains—troubled with aspects of Ohio State's compliance monitoring efforts. With respect to monitoring, Ohio State emphasized its organizational structure, "concern reporting" process and regular monitoring efforts that it claimed aligned with industry standards.<sup>24</sup> Ohio State also claimed it could not have been expected to deter the intentional violations committed by the head fencing and associate head women's basketball coaches. To be clear, the panel does not require or expect around-the-clock monitoring. However, considering Ohio State's recent infractions history, the panel expected to see enhancements to the institution's monitoring efforts. Those enhancements were not clearly demonstrated.

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<sup>24</sup> Throughout this case, Ohio State frequently referenced its adherence to the NAAC Reasonable Standards. Although helpful in setting guidelines for compliance administrators, the COI has never endorsed or embraced NAAC Reasonable Standards as a measurement to determine whether violations occurred.



With respect to organizational structure, Ohio State assigned primary and secondary compliance liaisons to each of its 36 sport programs, which purportedly assisted the institution in providing comprehensive compliance support to all athletics programs. Further, Ohio State explained its strong culture of "concern reporting," whereby student-athletes and staff were encouraged to report potential violations. In fact, this practice was ultimately responsible for uncovering many of the violations in this case. Generally, these monitoring efforts worked well.

Other efforts, such as site visits and CARA monitoring, were less impressive. In outlining its policies and procedures, Ohio State touted its numerous site visits and local sports club policies. The institution's local sports club handbook is detailed and gathers critical information regarding the operation of local sports clubs and prospects in the locale of the campus. Further, Ohio State also developed a detailed site visit policy—but not until October 2019. At this point, the vast majority of the violations had occurred.

Regarding site visits, Ohio State documented 406 total site visits in the fencing, women's golf and women's basketball programs from the 2015-16 through 2018-19 academic years. The record was void of detailed summaries of these visits. Specifically, there was no information regarding time, duration and substance of the individual visits. In its review of the record and during the hearing, the panel attempted to gain a better understanding of the details around those visits. At a minimum, the site visits for the fencing program were regular, predictable and lacked spontaneity, with most visits occurring at the beginning of practice. Given the regularity of the site visits, coaches were able to predict when compliance staff would be present around their programs. In this way, coaches had an opportunity to conceal their intentional actions.

To be sure, no amount of education can prevent an individual from intentionally violating NCAA bylaws.<sup>25</sup> However, proactive and strategic compliance initiatives can limit the opportunity for devious behavior and may be more likely to uncover misconduct.

With respect to CARA monitoring, Ohio State does not appear to have implemented best practices in the women's golf program. Specifically, at the time of the violations, Ohio State did not provide its student-athletes with a sufficient opportunity to review their CARA logs for accuracy. Student-athletes were not able to provide comments or identify concerns related to their CARA logs in the compliance software. Furthermore, rather than periodic meetings with student-athletes to confirm the accuracy of the reported CARA hours during the academic year, Ohio State's compliance staff relied on annual in-person meetings with the student-athletes to reveal any concerns. This allowed the head women's golf coach's practice of estimating daily and weekly countable activity totals to go unverified. Moreover, there was continuing turnover in the compliance staff liaisons assigned to the women's golf program during the time of the violations, which appears to have resulted in inconsistent oversight. In part, these shortcomings allowed CARA violations to go undetected in the women's golf program for three academic years.

The COI recognizes that institutions must regularly assess the risks on their campuses and implement and enhance their respective compliance programs accordingly. Infractions cases serve

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<sup>25</sup> Ohio State emphasized that intentional violations could occur despite an institution's best compliance and monitoring efforts. The panel agrees. But the presence of intentional violations does not automatically mean that a failure to monitor violation cannot occur. It is one piece of a broader analysis that involves examining the entirety of an institution's compliance program—both on paper and in practice.

as educational opportunities for institutions to identify potential areas of risk. This is particularly true for an institution involved in an infractions case. Here, in light of the issues identified in Ohio State's 2017 infractions case, the panel expected more robust enhancements in Ohio State's compliance monitoring program.

Although Ohio State did not meet this expectation, the panel recognizes that the institution dedicates significant resources to its compliance program that, in many ways, exceed those of other Division I institutions. To be clear, resource dedication alone does not fulfill the minimum compliance requirements established in the NCAA Constitution. But here, the resources combined with the compliance program that Ohio State had in place outweighs the deficiencies identified by the panel.

## **VII. PENALTIES**

For the reasons set forth in Sections III, IV, V and VI of this decision, the panel concludes that this case involved Level I, II and III violations for the institution, Level I and II violations for the head fencing coach, Level II violations for the head women's golf coach, and Level I and II violations for the associate head women's basketball coach. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model or provide substantial or extensive advantages or benefits. Level II violations are significant breaches of conduct that may compromise the integrity of the Collegiate Model or provide more than a minimal but less than a substantial advantage or benefit. Finally, Level III violations are breaches of conduct that are isolated or limited and provide no more than a minimal advantage.

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

The panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Standard for Ohio State, Level I-Aggravated for the head fencing coach, Level II-Mitigated for the head women's golf coach and Level I-Aggravated for the associate head women's basketball coach.

### **Aggravating Factors for Ohio State**

19.9.3-(b): A history of Level I, Level II or major violations by the institution;

19.9.3-(g): Multiple Level II violations;

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 athletics programs; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.<sup>26</sup>

Ohio State agreed with three of the six factors identified by the enforcement staff: Bylaws 19.9.3-(b), (g) and (h). Ohio State also agreed, in part, with the application of Bylaw 19.9.3-(k) but claimed it should only apply to the fencing program. However, Ohio State disputed the application of Bylaws 19.9.3-(i) and (m). The panel applies all six of these factors and gives them normal weight.

With regard to Bylaw 19.9.3-(k), *A pattern of noncompliance within the athletics programs*, Ohio State agreed with the application of the factor based on the fencing violations, but not the women's basketball violations as alleged by the enforcement staff. Traditionally, the COI has applied this factor when there is a history, particularly one stretching over multiple years, of noncompliance within a specific sports program. *See Connecticut* (applying the factor when the men's basketball program committed multiple Level II benefits, practice and coaching personnel violations over four years) and *University of Oregon* (2018) (applying the factor when the men's basketball program engaged in multiple violations from 2013 to 2017). Although this case is comprised largely of violations in the fencing program, the women's basketball violations are significant and are not isolated. The impermissible inducements and benefits persisted over three academic years and were followed by CARA overages. Thus, the panel believes that both sport programs support the application of Bylaw 19.9.3-(k) to Ohio State. The panel gives this factor normal weight.

Ohio State disputed the application of Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect*, claiming that the head fencing coach's lone actions should not trigger an aggravating factor for the institution. In limited circumstances, the COI has declined to apply this factor where student-athletes' ineligibility was the result of a coach's individual conduct. *See Oklahoma State*. However, the COI has regularly applied the factor—to both the institution and involved individual whose conduct resulted in the ineligibility—when multiple student-athletes competed while ineligible over multiple years. *See Auburn* (applying the factor to the institution where two student-athletes competed in more than 20 contests each and received expenses while ineligible); *Mercer* (applying the factor to the institution where a student-athlete competed while ineligible over the course of two academic terms); and *Georgia Tech* (applying the factor to the institution and an assistant men's basketball coach where three student-athletes competed while ineligible over two years). Although the enforcement staff only identified ineligible competition in the fencing program as the basis for this factor, women's basketball student-athletes also competed while ineligible as a result of the associate head women's basketball coach's conduct. Overall, 22 student-athletes—18 in fencing and four in women's basketball—competed in a significant number of contests while ineligible. In the case of several fencing student-athletes, their ineligible competition spanned three academic years. As such, the panel determines that Bylaw 19.9.3-(i) applies and is assigned normal weight.

Finally, Ohio State disagreed with the application of Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*. Specifically, it argued that this factor

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<sup>26</sup> The enforcement staff originally identified Bylaw 19.9.3-(a), *Multiple Level I Violations*, for Ohio State, but withdrew this factor prior to the hearing. The panel agrees that it does not apply because it concluded there is only one Level I institutional violation. *See* Section IV.C.

should not apply because the head fencing coach and associate head women's basketball coach were motivated out of their own self-interest, while the head women's golf coach's violations had no malicious intent. However, the panel determines that this factor applies.

Recognizing that individuals act on behalf of their institutions, the COI has traditionally applied Bylaw 19.9.3-(m) to institutions on a case-by-case basis—particularly when the conduct is directly tied to individuals performing institutional responsibilities. Recently, the Infractions Appeals Committee (IAC) provided guidance that it considers when assessing whether Bylaw 19.9.3-(m) may apply. *See Georgia Institute of Technology*, IAC Decision No. 524 (2021) at 6. In that decision, the IAC opined 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." According to the IAC, this nexus must go beyond an individual's mere employment at the institution. That decision emphasized that certain factors, including *head coach responsibility*, could demonstrate institutional inaction sufficient to support application of this factor.

In this case, two head coaches violated head coach responsibility legislation due to their personal involvement in violations. These demonstrate a strong nexus between the underlying violations, the head coaches and Ohio State. Since the IAC issued *Georgia Tech* the COI has acknowledged the nexus test when applying Bylaw 19.9.3-(m) as an institutional aggravating factor when head coach responsibility violations are present. *See Missouri State, Youngstown State and Mercer*. Thus, the panel applies this factor to Ohio State.

### **Mitigating Factors for Ohio State**

- 19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;
- 19.9.4-(c): Affirmative steps to expedite final resolution of the matter;
- 19.9.4-(d): An established history of self-reporting Level III or secondary violations;<sup>27</sup> and
- 19.9.4-(f): Exemplary cooperation.

Ohio State and the enforcement staff agreed on the application of four mitigating factors: Bylaws 19.9.4-(b), (c), (d) and (f). In addition to the agreed-upon mitigating factors, Ohio State proposed Bylaws 19.9.4-(e), *Implementation of a system of compliance*, and Bylaw 19.9.4-(i), *Other facts warranting a lower penalty range*. The panel determines that the agreed-upon factors apply but that the facts do not support Bylaws 19.9.4-(e) and (i).

Although the panel does not typically provide rationale surrounding the application of agreed-upon factors, the significance of Bylaws 19.9.4-(b), *prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties*, and 19.9.4-(f), *Exemplary cooperation*, warrant additional explanation. With respect to Bylaw 19.9.4-(b), the panel acknowledges and appreciates Ohio State's ownership of the conduct in this case and imposition of meaningful penalties. Most notably, Ohio State self-imposed postseason bans in three sport programs. The decision to self-impose a postseason ban is difficult and reflects an institution that has conducted an honest assessment of the nature and severity of the violations

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<sup>27</sup> Over the past five years, Ohio State has self-reported 177 Level III violations, an average of 35 violations per year.

in its case. Although the panel determines that additional penalties are warranted in other areas, it does not detract from the significance of Ohio State's self-imposed penalty. Thus, the panel assigns significant weight to this factor.

Additionally, Ohio State's cooperation went above and beyond throughout the processing of this case. Beyond mere cooperation, Ohio State was forthcoming with additional violations that implicated additional sport programs promptly following their discovery. While those discoveries led to delays in the ultimate processing of this case, they assisted the enforcement staff and, eventually, the COI, in bringing this case to resolution. Moreover, these actions also demonstrate Ohio State's willingness to hold itself accountable for the violations that occurred across three sport programs. Further, after the COI identified concerns regarding whether the facts and violations demonstrated a potential failure to monitor violation, Ohio State was responsive to the COI's inquiry by providing hundreds of pages of documented compliance efforts, providing thorough and honest answers at the infractions hearing, and securing the participation of former compliance staff members and sport administrators to assist the panel with its questions. Therefore, the panel agrees that Bylaw 19.9.4-(f) applies to Ohio State and affords the factor significant weight.

Regarding Bylaw 19.9.4-(e), Ohio State argued that the factor should apply because of the compliance program it had in place at the time of the violations. The COI has typically applied the factor where the compliance system was in place at the time of the violations and detected the violations in a timely manner. *See Rutgers, The State University of New Jersey, New Brunswick* (2017) (determining the mitigator did not apply because the violations at issue went undetected by the compliance office over many years). Ohio State and the enforcement staff agreed that Ohio State self-detected or self-reported many of the violations in this case through its concern reporting process; however, some of the violations went undetected for several years. Further, Ohio State's compliance program was well-resourced and had robust rules education; however, there were deficiencies in its monitoring efforts that, if improved, could have assisted in the detection of the violations. Although the panel determined that a failure to monitor violation did not occur, the facts and violations outlined in Section VI of this decision do not support applying Bylaw 19.9.4-(e) as a mitigating factor for Ohio State. Thus, this factor does not apply.

Like Bylaw 19.9.4-(e), in support of Bylaw 19.9.4-(i), Ohio State again emphasized its robust compliance program, particularly its culture of concern reporting. Typically, the COI has applied this factor when unique facts and circumstances are present warranting additional mitigation, and when those facts and circumstances are not already addressed by the other available mitigating factors. To that end, the COI has declined to apply Bylaw 19.9.4-(i) when institutions asserted proactive investigative efforts that were already accounted for by other mitigating factors. *See University of Southern California* (2021) (declining to apply the factor where the institution's immediate and ongoing actions in response to the conduct better aligned with Bylaw 19.9.4-(b)) and *Siena* (declining to apply the factor when institutional actions were already taken into account in applying Bylaws 19.9.4-(b) and (c) as mitigating factors). Like these cases, Ohio State's responsive compliance and investigative efforts have been credited through the application of Bylaw 19.9.4-(f), *Exemplary cooperation*. Because Ohio State did not provide any additional facts to warrant the application of Bylaw 19.9.3-(i), this factor does not apply.

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

- 19.9.3-(a): Multiple Level I violations by the 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-(g): Multiple Level II violations by the individual;
- 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; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The head fencing coach did not respond to the allegations or provide his position on the six aggravating factors identified by the enforcement staff. Pursuant to Bylaw 19.7.8.3.4, a party's failure to respond to the NOA may be viewed by the panel as an admission that the alleged violations occurred. Accordingly, the panel concludes that the violations occurred and the facts and circumstances surrounding those violations support the application of all six aggravating factors.

In addition to the aggravating factors identified by the enforcement staff, the panel applies Bylaw 19.9.3-(a), *Multiple Level I violations by the individual*, to the head fencing coach. This factor is appropriate because the head coach committed two Level I violations—his head coach responsibility violation and his postseparation unethical conduct and failure to cooperate. Therefore, the panel applies this factor and gives it normal weight.

### **Mitigating Factor for the Head Fencing Coach**

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

The head fencing coach did not participate in the hearing process and did not dispute the mitigating factor identified above. The head coach had no prior history of Level I, II or major violations. Therefore, the panel applies the mitigating factor.

### **Aggravating Factors for the Head Women's Golf Coach**

- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The head women's golf coach and the enforcement staff agreed on the application of one aggravating factor, Bylaw 19.9.3-(h). In addition to that factor, the enforcement staff identified Bylaw 19.9.3-(m). The panel determines that both factors apply.

The head women's golf coach disagrees that Bylaw 19.9.3-(m) should apply to her conduct. The head coach insists that she was unaware that she was violating CARA legislation up until the violations were brought to her attention in fall 2019. In most cases where the COI has applied Bylaw 19.9.3-(m) to an involved individual, the COI concluded that the individual knew *or should have known* that they were violating NCAA legislation. *See DePaul* (applying the factor to the associate head men's basketball coach when he engaged in unethical conduct by knowingly arranging for an assistant operations director to violate recruiting and coaching activity legislation) and *Oregon* (applying the factor to the DOBO who repeatedly engaged in coaching activity that he knew was impermissible). The head coach had 30 years of coaching experience. Based on her experience, the head coach should have had a firm grasp of fundamental CARA limitations. Thus, this factor applies.

### **Mitigating Factor for the Head Women's Golf Coach**

19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties; and  
19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The head women's golf coach and the enforcement staff agreed on the application of one mitigating factor, Bylaw 19.9.4-(h). In addition to that factor, the head coach proposed Bylaws 19.9.4-(b), (c) and (f). The panel determines that Bylaws 19.9.4-(b) and (h) apply, but that Bylaws 19.9.4-(c) and (f) do not apply.

The COI has applied Bylaw 19.9.4-(b), *Prompt acknowledgment of the violations*, when individuals acknowledge violations during the investigation and take responsibility for their conduct. The COI has declined to apply the factor when individuals do not. *See DePaul* (applying the factor to the associate basketball coach but declining to apply the factor to the head coach who did not acknowledge his shortcomings or the responsibility he had for violations that occurred in his program) and *Oregon* (applying the factor to the adjunct professor and head men's basketball coach who immediately acknowledged their conduct, but declining to apply the factor to the head women's basketball coach who did not admit to certain violations until confronted with video surveillance). Throughout her NOA response and at the hearing, the head women's golf coach acknowledged that she was responsible for the violations in her program. Although she provided additional explanation surrounding why she allowed violations to occur, that does not detract from her acceptance of responsibility. Therefore, the panel applies the mitigating factor.

The COI, however, declines to apply Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*. The COI has historically applied this factor when individuals' actions assist in speeding up the investigation and eventual resolution of the case. *See Mercer* (applying the factor to an assistant coach where he was forthcoming and acknowledged his own wrongdoing, accepted responsibility throughout the case and attempted to process the case via negotiated resolution). Like the assistant coach in *Mercer*, the head women's golf coach has cooperated throughout the investigation and attempted to process the case via both NR and SDR. Those facts generally support application of Bylaw 19.9.4-(c), but they are not automatic. The COI looks at the parties' behavior throughout the entire process. As the enforcement staff articulated at the

hearing, the head women's golf coach was defensive during her interview. The transcript of the head coach's interview supports the enforcement staff's characterization. In that way, the head coach's initial behavior did not serve to expedite the investigation. Thus, the panel declines to apply this factor.

Finally, the COI consistently states that exemplary cooperation is a high bar and simply meeting your legislated obligation to cooperate does not warrant application of the factor. Moreover, the COI has rarely applied this factor to an involved individual. *See University of Northern Colorado* (2017) (determining the factor applied to two assistant coaches and a graduate assistant who promptly admitted to the violations, sat for multiple interviews, went to great lengths to participate in the infractions hearing and provided candid information that assisted the panel in its consideration of the case). Although the enforcement staff agrees that the head coach met her obligation to cooperate, they do not believe she exceeded this requirement. The panel appreciates that the head women's golf coach was the only involved individual to participate in the processing of this case. Although that is noteworthy, mere cooperation does not warrant an application of Bylaw 19.9.4-(f). Therefore, this factor does not apply.

#### **Aggravating Factors for the Associate Head Women's Basketball Coach**

19.9.3-(e): Unethical conduct, failing to cooperate during an investigation;

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

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

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

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

The associate head women's basketball coach did not respond to the allegations or provide his position on the five aggravating factors identified by the enforcement staff. Pursuant to Bylaw 19.7.8.3.4, a party's failure to respond to the NOA may be viewed by the panel as an admission that the alleged violations occurred. Accordingly, the panel concludes that the violations occurred and the facts and circumstances surrounding those violations support the application of all five aggravating factors.

#### **Mitigating Factor for the Associate Head Women's Basketball Coach**

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

The associate head women's basketball coach did not participate in the hearing process and did not dispute the mitigating factor identified above. The associate head coach had no prior history of Level I, II or major violations. Thus, the panel applies the mitigating factor.

All penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered Ohio State's cooperation in all parts of this case and determined it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered Ohio State's corrective



actions, which are contained in Appendix One. The panel prescribes the following penalties (self-imposed penalties are so noted):

**Core Penalties for Level I-Standard and Level II-Standard Violations (Bylaw 19.9.5)<sup>28</sup>**

1. Probation: Four years of probation from April 19, 2022, through April 18, 2026.<sup>29</sup>
2. Competition penalty: During the 2020-21 academic year, the fencing, women's golf and women's basketball programs ended their seasons with the last regular-season contest and did not participate in postseason conference or NCAA tournament competition. (Self-imposed.)
3. Financial penalty: Ohio State shall pay a fine of \$5,000 plus three percent of the budget for the fencing program, one percent of the budget for the women's golf program and one percent of the budget from the women's basketball program.<sup>30</sup>
4. Scholarship reductions: Ohio State reduced the total number of fencing and women's basketball grant-in-aid awards by five percent and seven percent, respectively, during the 2020-21 academic year. (Self-imposed.) Ohio State shall reduce the total number of grant-in-aid awards in fencing by an additional 10 percent during the 2022-23 academic year.<sup>31</sup>

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<sup>28</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>29</sup> The panel recognizes that Ohio State proposed three years of probation. Although only the panel has the authority to impose probation upon an institution, the panel appreciates Ohio State's willingness to serve this penalty. While three years of probation is within the appropriate range for Level I-Standard cases, the panel prescribes four years to appropriately address the scope, scale and severity of the violations.

<sup>30</sup> The fine from the program budget must be calculated in accordance with COI IOPs 5-15-4 and 5-15-4-1. The institution proposed a fine of \$5,000 plus one percent of fencing program. However, the penalty range for Level I-Standard cases contemplates fines up to \$5,000 plus three percent of the involved sport program budget. Likewise, Level II-Standard classification contemplates fines up to \$5,000 plus one percent of the involved sport program budget. Therefore, the panel accepts Ohio State's self-imposed fencing penalty but raises it to the maximum fine for Level I-Standard cases and prescribes fines consistent with the Level II-Standard classification of the women's golf and women's basketball programs. Given the scope, scale and severity of the conduct in the fencing program, the panel prescribes a fine of \$5,000 plus three percent of the program budget. Furthermore, as explained throughout the decision, significant violations also occurred in the women's golf and women's basketball programs. These violations combined with the fact that some of the violations went unreported and undetected for multiple years supports more than the minimum fine available under the penalty guidelines. Thus, the panel adds one percent of the program budgets for both the women's golf and women's basketball programs to Ohio State's fine. The fines are consistent with the membership-approved ranges in the penalty guidelines.

<sup>31</sup> The panel accepted the institution's self-imposed scholarship reductions and prescribed additional reductions in the fencing program that remains within the range for Level I-Standard violations pursuant to the Figure 19-1 penalty guidelines. As with the financial penalty, the scope, scale and severity of the violations warrant upper-end penalties in the fencing program. The panel does not prescribe scholarship reductions in the women's golf program due to the more limited nature of the violations in that program.

5. Recruiting restrictions:<sup>32</sup>

- a. Ohio State prohibited official visits in fencing during the 2018-19 academic year. (Self-imposed)<sup>33</sup>
- b. Ohio State prohibited unofficial visits in fencing for three weeks during the 2018-19 academic year. (Self-imposed.) Ohio State shall prohibit unofficial visits in fencing for 10 weeks during the 2022-23 academic year.
- c. Ohio State prohibited recruiting communication in fencing for three weeks during the 2018-19 academic year. (Self-imposed.) Ohio State shall prohibit recruiting communication in fencing for 10 weeks during the 2022-23 academic year.
- d. Ohio State suspended off-campus recruiting by assistant fencing coach 2 for 12 weeks during the 2018-19 academic year. (Self-imposed) Ohio State shall suspend all off-campus recruiting in fencing for one week during the 2022-23 academic year.
- e. Ohio State reduced the number of official visits in women's basketball by four during the 2021-22 academic year. (Self-imposed)
- f. Ohio State prohibited official visits in women's basketball for seven weeks during the 2021-22 academic year. (Self-imposed)
- g. Ohio State reduced the number of recruiting person days in women's basketball by 10 during the 2021-22 academic year. (Self-imposed)
- h. Ohio State prohibited recruiting communications in women's basketball for two weeks during the 2020-21 and 2021-22 academic years. (Self-imposed)

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

6. Show-cause order: The head fencing coach engaged in unethical conduct and violated head coach responsibility legislation when he was involved in providing three prospective student-athletes with impermissible recruiting inducements, providing impermissible benefits to 18 student-athletes and exceeding countable coach limitations in the fencing program. He also failed to cooperate with the enforcement staff or participate in the processing of this case. Therefore, the head fencing coach shall be subject to a 10-year show-cause order from April 19, 2022, through April 18, 2032. Pursuant to COI IOP 5-15-3-1, if the head fencing coach seeks employment or affiliation with any athletically related position at an NCAA member

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<sup>32</sup> Consistent with the panel's approach to the core financial and scholarship reduction penalties, the panel accepted Ohio State's self-imposed recruiting restrictions but, where relevant, increased the penalties to align with the upper limit of Level I-Standard recruiting restrictions to address the scope, scale and severity of the violations that occurred in the fencing program.

<sup>33</sup> The panel notes that Ohio State's total ban of all official visits in the fencing program falls outside of the range of 12.5 to 25 percent reductions for Level I-Standard cases and would result in an upward deviation under Bylaw 19.9.6. The panel accepts the institution's self-imposed penalty.

institution during the 10-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Although each case is unique, the show-cause order is consistent with other recent cases where central actors engaged in Level I-Aggravated violations and failed to participate in the processing of a case. *See Auburn* (prescribing a 10-year show-cause order for the Level I-Aggravated violations of the former associate head men's basketball coach related to his participation in the SDNY bribery scheme); *see also Oklahoma State*; *South Carolina*; and *Alabama*.

Head coach restriction: The head fencing coach violated Bylaw 11 head coach responsibility legislation when he failed to adequately monitor the activities of the associate head coach and promote an atmosphere of compliance. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, the head coach shall be suspended from 100 percent of the first season of his employment. The suspension shall run concurrently with the show-cause order. Because the show-cause order restricts the head track coach from coaching and recruiting activities for fencing, this suspension is subsumed within the show-cause order.

Although each case is unique, this suspension is consistent with the COI's head coach restriction to address a head coach's Level I-Aggravated violation. *See Connecticut* (classifying the case as Level I-Aggravated for the head coach and prescribing a 30 percent suspension from his first season of employment) and *University of the Pacific* (2017) (concluding Level I-Aggravated violations for head coach responsibility and unethical conduct and prescribing an eight-year show-cause order restricting the coach from all athletically related activities and, as part of the order, suspending the coach from 50 percent of his first season should the coach become employed during the show-cause period). Like in these cases, the show-cause order falls within the membership-approved penalty guidelines.

7. Show-cause order: The associate head women's basketball coach engaged in impermissible recruiting activities and provided impermissible benefits to women's basketball student-athletes over the course of three years. He also failed to cooperate when he declined multiple interview requests by the enforcement staff and did not participate in the processing of this case. Therefore, the associate head coach shall be subject to a 10-year show-cause order from April 19, 2022, through April 18, 2032. Pursuant to COI IOP 5-15-3-1, if the associate head coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the 10-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on all athletically related activity should not apply.

As explained above, the show-cause order is consistent with other recent cases where involved individuals engaged in Level I-Aggravated violations and failed to participate in the processing of a case. *See Auburn*; *Oklahoma State*; *South Carolina*; and *Alabama*.

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

8. Head coach restriction: The head women's golf coach violated Bylaw 11 head coach responsibility legislation when she failed to adequately monitor the activities of the associate head coach and promote an atmosphere of compliance. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Ohio State suspended the head women's golf coach from 15 percent of competitions and three weeks of coaching during the 2020-21 academic year. (Self-imposed)<sup>34</sup>

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

9. Public reprimand and censure through the release of the public infractions decision.
10. Vacation of Team and Individual Records: Ohio State acknowledged that 22 student-athletes competed while ineligible as a result of the impermissible inducements and/or benefits provided by head fencing coach and the associate head women's basketball coach. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-7, Ohio 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. (Self-imposed) Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, Ohio 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, Ohio State's records regarding its fencing and women's basketball programs, as well as the records of its head coaches, 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 coaches shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in 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.

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

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<sup>34</sup> Ohio State also required the head women's golf coach to attend the 2020 NCAA Regional Rules Seminar.

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.

11. CARA restrictions:

- a. Ohio State reduced fencing CARA hours by two per week during the 2018-19 academic year. (Self-imposed)
- b. Ohio State imposed a 13-week ban on CARA in the women's golf program during the spring and summer of 2020. (Self-imposed)
- c. Ohio State imposed a three-week ban on CARA in the women's basketball program during the spring of 2020. (Self-imposed)

12. Ohio State did not hold a coaches clinic for women's basketball during the summer of 2020 or the summer of 2021. Additionally, Ohio State prohibited any women's basketball camps or clinics during the summer of 2021. (Self-imposed)

13. During the period of probation, Ohio 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.
- b. Submit a preliminary report to the OCOI by **June 15, 2022**, 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 **February 15** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting, impermissible benefits, local sports clubs and CARA.
- d. Inform prospects in the fencing, women's golf and women's basketball programs in writing that Ohio 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 men's basketball 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.

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

The COI advises Ohio State, the head fencing coach, the head women's golf coach and the associate head women's basketball coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Ohio 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 Ohio State does not comply or commits additional violations. Likewise, any action by Ohio State, the head fencing coach, the head women's golf coach or the associate head women's basketball coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Carol Cartwright

Rich Ensor

Thomas Hill

Jason Leonard

Joseph Novak

Dave Roberts, chief hearing officer

Mary Schutten

**APPENDIX ONE**

**OHIO STATE'S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE  
NOTICE OF ALLEGATIONS**

1. Ohio State ceased the recruitment of four fencing prospects.
2. Ohio State prohibited fencing coaches and staff from using institutional facilities for local sports clubs for three years. Relatedly, Ohio State prohibited fencing coaches and staff from owning a local sports club for three years and from being employed by a local sports club for one and a half years.
3. Ohio State required fencing coaches and staff to participate in 12 compliance education sessions during the 2018-19 academic year and 15 education sessions during the 2019-20 academic year.
4. Ohio State terminated an associate head fencing coach in July 2018.
5. Ohio State provided a letter of education to the current head fencing coach on the importance of head coach control and required him to meet with the director of athletics on the topic.
6. Twice per semester during the 2020-21 academic year, Ohio State required one women's golf student-athlete to meet with athletic compliance to review CARA logs.
7. Once per semester during the 2020-21 academic year, Ohio State provided education to women's golf coaches on CARA and time management.
8. During the 2020-21 academic year, Ohio State required the head women's basketball coach to do "lessons learned" with all coaches on the importance of head coach control.
9. Ohio State required all women's basketball staff members to take and pass the NCAA Recruiting Exam for the 2020-21 and 2021-22 academic years.
10. During the 2020-21 academic year, Ohio State held one education session per semester with women's basketball student-athletes on communicating with recruits and extra benefits. Similarly, during the 2020-21 academic year, Ohio State held two education sessions with women's basketball coaches on recruiting inducements, extra benefits and third-party involvement in the recruiting process.
11. Ohio State issued a letter of admonishment to the head women's basketball coach regarding the program's CARA hours.

12. Following the head fencing coach's retirement, Ohio State changed his employment classification to "retirement in lieu of termination—ineligible for rehire." Likewise, following the associate head women's basketball coach's resignation, Ohio State changed his employment classification to "resignation in lieu of termination—ineligible for rehire."



## **APPENDIX TWO**

### **Bylaw Citations**

#### **Division I 2014-15 Manual**

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section. Violations of this bylaw involving individuals other than a representative of an institution's athletics interests shall be considered institutional violations per Constitution 2.8.1; however, such violations shall not affect the prospective student-athlete's eligibility.

**13.1.2.7 Student-Athlete.** The following conditions apply to recruiting activities involving enrolled student-athletes:

(c) Written Correspondence. It is permissible for an enrolled student-athlete to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

#### **Division I 2015-16 Manual**

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

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

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

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

**12.11.1 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.

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.1.2.7 Student-Athletes and Other Enrolled Students.** The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

(c) Written Correspondence. It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

**15.5.5.2 Women's Basketball.** There shall be an annual limit of 15 on the total number of counters in women's basketball at each institution.

**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.

**Division I 2016-17 Manual**

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

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work

for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

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

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

**12.11.1 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.

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.1.2.7 Student-Athletes and Other Enrolled Students.** The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

(c) Written Correspondence. It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

**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.

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

**17.1.7.1.1 Exception—Golf Practice Round.** A practice round of golf may exceed the four-hours per-day limitation, but the weekly limit of 20 hours shall remain in effect. A practice round played on the day prior to the start of a intercollegiate golf tournament at the tournament site shall count as three hours, regardless of the actual duration of the round.

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

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

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

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

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

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

**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.

**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:

### **Sport Limit**

Baseball.....	3	Skiing, Women's.....	2
Basketball, Men's.....	4	Soccer, Men's.....	3
Basketball, Women's.....	4	Soccer, Women's.....	3
Beach Volleyball, Women's.....	2	Softball.....	3
Bowling, Women's.....	2	Swimming, Men's.....	2
Equestrian.....	3	Swimming and Diving, Men's.....	3
Fencing, Men's.....	2	Swimming, Women's.....	2
Fencing, Women's.....	2	Swimming and Diving, Women's.....	3
Football, Bowl Subdivision		Tennis, Men's.....	2
(See Bylaw 11.7.4).....	10	Tennis, Women's.....	2
Football, Championship Subdivision		Cross Country, Men's	
(See Bylaw 11.7.5).....	11	(Without Track and Field).....	2
Field Hockey.....	3	Track and Field, Men's.....	3
Golf, Men's.....	2	Cross Country/Track and Field, Men's...3	
Golf, Women's.....	2	Cross Country, Women's	
Gymnastics, Men's.....	3	(Without Track and Field).....	2
Gymnastics, Women's.....	3	Track and Field, Women's.....	3
Ice Hockey, Men's.....	3	Cross Country/Track and Field,	
Ice Hockey, Women's.....	3	Women's.....	3
Lacrosse, Men's.....	3	Triathlon, Women's.....	2
Lacrosse, Women's.....	3	Volleyball, Men's.....	3
Rifle, Men's.....	2	Volleyball, Women's.....	3
Rifle, Women's.....	2	Water Polo, Men's.....	3
Rowing, Women's.....	4	Water Polo, Women's.....	3
Rugby, Women's.....	3	Wrestling.....	3
Skiing, Men's.....	2		

#### **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.

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's relatives or legal guardians shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.1.2.7 Student-Athletes and Other Enrolled Students.** The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

(c) Written Correspondence. It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

**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:

- (b) Gift of clothing or equipment;
- (h) Free or reduced-cost housing.

**13.5.1 General Restrictions.** An institution may not provide transportation to a prospective student-athlete other than on an official paid visit or, on an unofficial visit, to view a practice or competition site in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member. During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus.

**13.6.7.1 General Restrictions.** An institution may provide entertainment, pursuant to Bylaw 13.6.7.5, on the official visit for a prospective student-athlete and up to four family members accompanying the prospective student-athlete within a 30-mile radius of the institution's main campus. Entertainment and contact by representatives of the institution's athletics interests during the official visit are prohibited. It is not permissible to entertain friends (including dates) of a prospective student-athlete at any time at any site.

**13.6.7.5 Student Host.** The student host must be either a current student-athlete or a student designated in a manner consistent with the institution's policy for providing campus visits or tours to prospective students in general. The institution may provide the following to a student host entertaining a prospective student-athlete:

**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.

**13.11.2.4 Local Sports Clubs.** In sports other than basketball, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in the same sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal residents of the area (within a 50-mile radius of the institution). In all sports, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in a sport other than the coach's sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal residents of the area (within a 50-mile radius of the institution). Further, in clubs or organizations involving multiple teams or multiple sports, the 50-mile radius is applicable only to the team with which the institution's coach is involved; however, it is not permissible for the coach to assign a prospective student-athlete who lives outside the 50-mile area to another coach of the club. A coach also may be involved in activities with individuals who are not of a prospective student-athlete age, regardless of where such individuals reside. (In women's volleyball and women's beach volleyball, see Bylaws 13.1.7.9 and 13.1.7.10, respectively, for regulations relating to a coach's involvement with a local sports club and the permissible number of evaluation days.)

**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.

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

**17.1.7.1.1 Exception—Golf Practice Round.** A practice round of golf may exceed the four-hours per-day limitation, but the weekly limit of 20 hours shall remain in effect. A practice round played on the day prior to the start of a intercollegiate golf tournament at the tournament site shall count as three hours, regardless of the actual duration of the round.

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

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

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

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

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

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

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

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.4.1 Recruiting Materials and Electronic Correspondence—General Rule.** An institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to an individual (or his or her family members) until September 1 at the beginning of his or her junior year in high school. If an individual attends an educational institution that uses a nontraditional academic calendar (e.g., Southern Hemisphere), an institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to the individual (or his or her family members) until the opening day of classes of his or her junior year in high school.



**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.

**13.11.2.4 Local Sports Clubs.** In sports other than basketball, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in the same sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal residents of the area (within a 50-mile radius of the institution). In all sports, an institution's coach may be involved in any capacity (e.g., as a participant, administrator or in instructional or coaching activities) in a sport other than the coach's sport for a local sports club or organization located in the institution's home community, provided all prospective student-athletes participating in said activities are legal residents of the area (within a 50-mile radius of the institution). Further, in clubs or organizations involving multiple teams or multiple sports, the 50-mile radius is applicable only to the team with which the institution's coach is involved; however, it is not permissible for the coach to assign a prospective student-athlete who lives outside the 50-mile area to another coach of the club. A coach also may be involved in activities with individuals who are not of a prospective student-athlete age, regardless of where such individuals reside. (In women's volleyball and women's beach volleyball, see Bylaws 13.1.7.9 and 13.1.7.10, respectively, for regulations relating to a coach's involvement with a local sports club and the permissible number of evaluation days.)

**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.

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

**17.1.7.1.1 Exception—Golf Practice Round.** A practice round of golf may exceed the four-hours per-day limitation, but the weekly limit of 20 hours shall remain in effect. A practice round played on the day prior to the start of a intercollegiate golf tournament at the tournament site shall count as three hours, regardless of the actual duration of the round.

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

**19.2.3 Responsibility to Cooperate.** Institutions, current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process.

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

### **Division I 2019-20 Manual**

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

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

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

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

**17.1.7.1.1 Exception—Golf Practice Round.** A practice round of golf may exceed the four-hours per-day limitation, but the weekly limit of 20 hours shall remain in effect. A practice round played on the day prior to the start of a intercollegiate golf tournament at the tournament site shall count as three hours, regardless of the actual duration of the round.

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

**19.2.3 Responsibility to Cooperate.** Institutions, current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process.

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

#### **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:

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

**19.2.3 Responsibility to Cooperate.** 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.

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