

NEGOTIATED RESOLUTION¹

Boise State University – Case No. 020136

April 18, 2023

I. CASE SYNOPSIS

Boise State University (institution); then assistant men's tennis coach (then assistant men's tennis coach); then head men's tennis coach (then head men's tennis coach); and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties agree that this case should be resolved as Level II – Standard for the institution Level II – Aggravated for then assistant men's tennis coach; and Level II – Mitigated for then head men's tennis coach.

Commencement of the Investigation

In October 2021, an individual reported potential violations to a member of the institution's tennis staff, who then reported those potential violations to the institution's compliance office. The institution commenced an investigation, which included collecting records and conducting interviews.

In February 2022, the institution provided the NCAA enforcement staff with a detailed report of its investigation. Specifically, the report identified that then assistant men's tennis coach engaged in various impermissible recruiting activities. Following receipt of the report, the enforcement staff worked closely with the institution to effectuate a collaborative investigation that substantiated and clarified the potential violations flagged in the institution's report.

Involvement of Student-Athletes at Other Institutions in Recruiting

In October 2019, then assistant men's tennis coach began communicating impermissibly with a then men's tennis student-athlete (student-athlete 1) enrolled at another NCAA Division I institution (institution 1), who was not in the transfer portal, by phone and through playing video games. Student-athlete 1 previously met then assistant men's tennis coach through competition among Boise State and institution 1's men's tennis programs. Subsequently, in April 2021, then assistant men's tennis coach asked student-athlete 1 to recruit a four-year college men's tennis prospective student-athlete (PSA 1), who was then in the transfer portal, to the institution. Then assistant men's tennis coach also offered student-athlete 1 \$2,000 if student-athlete 1 successfully persuaded PSA 1 to transfer to the institution. Student-athlete 1 contacted PSA 1 for this purpose, but PSA 1 ultimately transferred elsewhere.

Then assistant men's tennis coach also befriended a second then men's tennis student-athlete (student-athlete 2) enrolled at institution 1, who was not in the transfer portal, and impermissibly communicated with him, mainly through social media, on a sporadic basis. Subsequently, in July 2021, then assistant men's tennis coach asked student-athlete 2 to recruit a four-year college men's

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

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tennis prospective student-athlete (PSA 2), who was then in the transfer portal, and a current student-athlete (PSA 3) at institution 1, who was not in the transfer portal, to the institution. Then assistant men's tennis coach offered student-athlete 2 \$1,000 per prospect if student-athlete 2 successfully persuaded PSA 2 and/or PSA 3 to transfer to the institution. Student-athlete 2 contacted both PSA 2 and PSA 3 for this purpose, but neither of them transferred to the institution. Then assistant men's tennis coach did not make any payment to student-athlete 1 or student-athlete 2.

In July 2021, then assistant men's tennis coach asked a then men's tennis student-athlete (student-athlete 3) enrolled at another Division I institution (institution 2), a former men's tennis student-athlete at the institution who was not in the transfer portal, to recruit then prospective men's tennis student-athlete (PSA 4) to the institution. Student-athlete 3 contacted PSA 4 for that purpose, but PSA 4 did not enroll at the institution.

Recruitment of Student-Athletes Not in the Transfer Portal

In October 2019, while the men's tennis teams for both the institution and another Division I institution (institution 3) were in Denver, Colorado, for a tournament, then assistant men's tennis coach asked a then men's tennis student-athlete (student-athlete 4) enrolled at institution 3, who then assistant men's tennis coach previously coached at a community college, to arrange a meeting with two other then men's tennis student-athletes (PSA 5 and PSA 6) enrolled at institution 3 who were not in the transfer portal. Student-athlete 4 arranged this meeting, at which then assistant men's tennis coach encouraged PSA 5 and PSA 6 to enroll at the institution, including by discussing potential financial aid availability. Both PSA 5 and PSA 6 declined to transfer to the institution at that time but later entered the transfer portal, in March 2020. PSA 6 then transferred to the institution.

Involvement of the Institution's Student-Athletes in Recruiting

On numerous occasions throughout three academic years, then assistant men's tennis coach asked current men's tennis student-athletes at the institution to engage with prospective student-athletes to assist then assistant men's tennis coach in recruiting them to the institution. At then assistant men's tennis coach's direction, three men's tennis student-athletes at the institution contacted nine men's tennis prospective student athletes and four-year college men's tennis prospective student-athletes for the purpose of recruiting them to the institution.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.1.1.3 (2019-20 and 2020-21); 11.7.1.1-(c), 11.7.2-(b), 11.7.6, 13.01.2, 13.1.2.1 and 13.1.3.5.2 (2020-21)] (Level II)

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The institution, then assistant men's tennis coach, and enforcement staff agree that from October 2019 through July 2021, then assistant men's tennis coach impermissibly contacted and engaged two then student-athletes at institution 1 and one student-athlete at institution 2 to recruit a different current student-athlete at institution 1, two four-year college men's tennis prospective student-athletes then in the transfer portal and one prospective student-athlete to the institution. Then assistant men's tennis coach offered to pay approximately \$4,000 to the two then student-athletes at institution 1 if their recruiting efforts resulted in the targeted two four-year college men's tennis prospective student-athletes and one current student-athlete enrolling at the institution. Specifically:

- a. From October 2019 through July 2021, then assistant men's tennis coach regularly communicated via telephone, text message and social media message, with student-athlete 1, and on occasion with student-athlete 2 and student-athlete 3. These communications were impermissible as student-athlete 1, student-athlete 2 and student-athlete 3 were enrolled at other NCAA institutions and not in the transfer portal. [NCAA Bylaw 13.1.1.3 (2019-20 and 2020-21)]
 - b. In April 2021, then assistant men's tennis coach offered student-athlete 1 \$2,000 to successfully recruit then four-year college men's tennis prospective student-athlete (PSA 1), who was then in the transfer portal, to the institution. Student-athlete 1 spoke with and messaged PSA 1, encouraging him to attend the institution. [NCAA Bylaws 11.7.2-(b), 11.7.6, 13.01.2, 13.1.1.3, 13.1.2.1 and 13.1.3.5.2 (2020-21)]
 - c. In July 2021, then assistant men's tennis coach offered student-athlete 2 \$1,000 to successfully recruit PSA 2, who was then in the transfer portal, to the institution. Then assistant men's tennis coach also offered student-athlete 2 \$1,000 to successfully recruit PSA 3, who was not in the transfer portal, to the institution. Student-athlete 2 messaged PSA 2 and had an in-person meeting with PSA 3, indicating that the institution was interested in their enrollment. [NCAA Bylaws 11.7.1.1-(c), 11.7.6, 13.01.2, 13.1.1.3 and 13.1.2.1 (2020-21)]
 - d. In July 2021, then assistant men's tennis coach asked a student-athlete 3 to recruit PSA 4 to the institution. Student-athlete 3 messaged PSA 4, indicating that the institution was interested in his enrollment. [NCAA Bylaws 13.01.2, 13.1.1.3 and 13.1.2.1 (2020-21)]
2. [NCAA Division I Manual Bylaws 13.1.1.3 (2019-20); 12.11.1 and 16.8.1 (2020-21)] (Level II)

The institution, then assistant men's tennis coach, and enforcement staff agree that in October 2019 and January 2020, then assistant men's tennis coach, impermissibly contacted three then men's tennis student-athletes enrolled at institution 3, none of whom were in the transfer portal.

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Specifically, while both Boise State's and institution 3's men's tennis programs were in Denver, Colorado, for an October 2019 tennis tournament, then assistant men's tennis coach asked student-athlete 4 to arrange a meeting with PSA 5 and PSA 6 so then assistant men's tennis coach could attempt to convince PSA 5 and PSA 6 to transfer to the institution. Student-athlete 4 arranged this meeting at which then assistant men's tennis coach extended scholarship offers to PSA 5 and PSA 6. After the meeting, then assistant men's tennis coach had additional impermissible recruiting contact with PSA 6, including a call in January 2020. As a result of the impermissible contact, PSA 6 competed in 17 contests and received actual and necessary expenses while ineligible.

3. [NCAA Division I Manual Bylaws 11.7.1.1-(c), 11.7.2, 11.7.6, 13.1.2.1 and 13.1.3.5.2 (2018-19 through 2020-21)] (Level II)

The institution, then assistant men's tennis coach, and enforcement staff agree that from March 2019 through July 2021, then assistant men's tennis coach impermissibly directed three then men's tennis student-athletes at the institution to contact then men's tennis prospective-student-athletes to assist in recruiting them to the institution. In total, the three then men's tennis student-athletes at the institution contacted nine men's tennis prospective student athletes and four-year college men's tennis prospective student-athletes for the purpose of recruiting them to the institution.

4. [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19 through 2020-21)] (Level II)

The institution, then head men's tennis coach, and enforcement staff agree that from March 2019 through July 2021, then head men's tennis coach is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 3 and did not rebut the presumption of responsibility. Specifically, then head men's tennis coach did not demonstrate that he monitored his staff because he did not provide adequate oversight or review of then assistant men's tennis coach's recruiting activities for over a two-year period.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Standard for the institution Level II – Aggravated for then assistant men's tennis coach; and Level II – Mitigated for then head men's tennis coach.

When analyzing the aggravating and mitigating factors applicable the institution, the enforcement staff and institution gave significant weight to the institution's prompt acknowledgment and acceptance of responsibility for the violations and its affirmative steps to expedite the resolution of this matter. Both factors contributed to the efficient resolution of this matter. The enforcement staff and institution also considered the applicable aggravating factors for the institution, which were equal in number to the applicable mitigating factors.

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When analyzing the aggravating and mitigating factors applicable to then assistant men's tennis coach, the enforcement staff and then assistant men's tennis coach gave significant weight to then assistant men's tennis coach's prompt acknowledgment and acceptance of responsibility for the violations and his affirmative steps to expedite the resolution of this matter. The enforcement staff acknowledges the challenges to involved individuals in accepting responsibility for substantial violations and recognizes the importance of such accountability to a well-functioning infractions process. The enforcement staff and then assistant men's tennis coach also considered the applicable aggravating factors for then assistant men's tennis coach, which underscore the significance of the violations and are more numerous than the applicable mitigating factors.

When analyzing aggravating and mitigating factors applicable to then head men's tennis coach, the enforcement staff and then head men's tennis coach gave significant weight to the then head men's tennis coach's prompt acknowledgment and acceptance of responsibility for the violations, his affirmative steps to expedite the resolution of this matter, and lack of prior violative conduct. The enforcement staff and then head men's tennis coach did not identify any applicable aggravating factors.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or multiple Level II violations for which the institution is responsible. [NCAA Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [NCAA Bylaw 19.12.3.1-(e)].
 - c. One or more violations caused ineligible competition. [NCAA Bylaw 19.12.3.1-(f)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority. [NCAA Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations. [NCAA Bylaw 19.12.4.1-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including a good faith request for an accelerated hearing docket pursuant to Bylaw 19.8.4, timely submission of a summary disposition report pursuant to Bylaw 19.9.3 or timely submission of a negotiated resolution pursuant to Bylaw 19.10. [NCAA Bylaw 19.12.4.1-(d)].

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- c. An established history of self-reporting Level III or secondary violations. [NCAA Bylaw 19.12.4.1-(e)].²
- d. The absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years. [NCAA Bylaw 19.12.4.1-(h)].

Involved Individual (then assistant men's tennis coach):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations. [NCAA Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning. [NCAA Bylaw 19.12.3.2-(c)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct. [NCAA Bylaw 19.12.3.2-(d)].
 - d. One or more violations caused ineligible competition. [NCAA Bylaw 19.12.3.2-(e)].
 - e. Conduct or circumstances demonstrating an abuse of a position of trust. [NCAA Bylaw 19.12.3.2-(f)].
 - f. Intentional, willful or blatant disregard for NCAA bylaws. [NCAA Bylaw 19.12.3.2-(i)].
2. Mitigating factor (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations. [NCAA Bylaw 19.12.4.2-(b)]
 - b. Affirmative steps to expedite final resolution of the matter, including timely submission of a summary disposition report pursuant to Bylaw 19.9.3 or timely submission of a negotiated resolution pursuant to Bylaw 19.10 or a good faith request for an accelerated hearing docket pursuant to Bylaw 19.8.4.6. [NCAA Bylaw 19.12.4.2-(c)].
 - c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. [NCAA Bylaw 19.12.4.2-(e)].

² The institution reported 61 Level III violations from 2018 to 2022, approximately 12 violations each year.

Involved Individual (then head men's tennis coach):

1. Aggravating factors (Bylaw 19.12.3.2).

None.

2. Mitigating factor (Bylaw 19.12.4.2).

- a. Prompt acknowledgement and acceptance of responsibility for the violation. [NCAA Bylaw 19.12.4.2-(b)]
- b. Affirmative steps to expedite final resolution of the matter, including timely submission of a summary disposition report pursuant to Bylaw 19.9.3 or timely submission of a negotiated resolution pursuant to Bylaw 19.10 or a good faith request for an accelerated hearing docket pursuant to Bylaw 19.8.4.6. [NCAA Bylaw 19.12.4.2-(c)]
- c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. [NCAA Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

As part of its analysis, the enforcement staff considered whether the institution failed to monitor its men's tennis program. The enforcement staff's investigation revealed that the institution's compliance staff provided effective rules education to staff members, who were aware of applicable rules. Staff members also routinely sought guidance from compliance, which maintained a strong and supported presence on campus. Accordingly, the institution did not fail to monitor its men's tennis program.

IV. PARTIES' AGREED-UPON PENALTIES³

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

³ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

Core Penalties for Level II – Standard Violations (Bylaw 19.12.6)

1. Two years of probation from April 18, 2023, through April 17, 2025.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Recruiting restrictions:
 - a. The institution shall reduce official paid visits in the men's tennis program during the 2023-24 academic year by 12.5% of the average number of official paid visits in the men's tennis program during the previous four years.
 - b. The institution shall prohibit unofficial visits in the men's tennis program for six weeks during the 2023-24 academic year.
 - c. The institution shall prohibit recruiting communications in the men's tennis program for six weeks during the 2023-24 academic year.
 - d. The institution shall prohibit off-campus recruiting contacts and evaluations in the men's tennis program by six weeks during the 2023-24 academic year.

Core Penalties for Level II – Aggravated Violations (Bylaw 19.12.6)

4. Show-cause order: Then assistant men's tennis coach violated recruiting legislation. Therefore, then assistant men's tennis coach shall be subject to a three-year show-cause order from April 18, 2023, through April 17, 2026. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict then assistant men's tennis coach from all athletically related activity during the show-cause period. If then assistant men's tennis coach becomes employed by a member institution in an athletically related position during the three-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

Core Penalties for Level II – Mitigated Violations (Bylaw 19.12.6)

5. Head coach restriction: Then head men's tennis coach violated head coach responsibility legislation when he failed to meet monitoring expectations the membership has placed on head coaches. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach

responsibility violations. Therefore, any member institution employing then head men's tennis coach in an athletically related position shall suspend then head men's tennis coach from the first two men's tennis regular season contests of the 2022-23 or 2023-24 seasons. The provisions of this suspension require that then head men's tennis coach not be present in the facility where the contests are played and have no contact or communication with men's tennis coaching staff members or student-athletes during the two contest-suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, then head men's tennis coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which then head men's tennis coach is suspended shall not count toward then head men's tennis coach's career coaching record.

Additional Penalties for Level II – Standard Violations (Bylaw 19.12.8)

6. Public reprimand and censure through the release of the negotiated resolution agreement.
7. Vacation of team and individual records: Ineligible participation in the men's tennis program occurred over the 2020-21 academic year as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution'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, the institution's records regarding its men's tennis sports program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in 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.

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Any trophies awarded by the NCAA in the men's tennis 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 sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The 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.

8. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
 - b. Submit a preliminary report to the OCOI by June 15, 2023, 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 March 1st during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
 - d. Inform prospects in the men's tennis program in writing that the institution is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs 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 programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the men's tennis program. The

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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.

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

V. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the NCAA Division I Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level II – Standard for the institution; Level II – Aggravated for then assistant men's tennis coach; and Level II – Mitigated for the then head men's tennis coach.

If a hearing panel approves the negotiated resolution, the institution, then assistant men's tennis coach and then head men's tennis coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, the then assistant men's tennis coach and the then head men's tennis coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution, then assistant men's tennis coach or then head men's tennis coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the panel will issue instructions for processing of

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the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Standard for Boise State, Level II-Aggravated for the then assistant men's tennis coach and Level II-Mitigated for the then head men's tennis coach. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Standard, Level II-Aggravated and Level II-Mitigated cases, respectively, in Figure 19-1 and Bylaw 19.12.6 and the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Boise State, the then assistant men's tennis coach and the then head men's tennis coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution, the then assistant men's tennis coach and/or the then head men's tennis 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

Kendra Greene

Joe Novak

Dave Roberts, Chief Hearing Officer