



**UNIVERSITY OF MICHIGAN  
PUBLIC INFRACTIONS DECISION  
August 7, 2024**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division I membership and the public charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved recruiting and coaching violations in the football program at the University of Michigan (Michigan).

The panel processed violations for Michigan, three then assistant football coaches, the then director of recruiting for football and a then graduate assistant football coach through three separate negotiated resolution (NR) processes. The institution and five individual parties to the NRs agreed to the facts, violations and penalties. The three approved NRs may be found at Appendices Two, Three and Four of this decision. The then head football coach, Jim Harbaugh (Harbaugh), contested his alleged violations.<sup>2</sup> Thus, this decision solely relates to Harbaugh's conduct. Harbaugh partially addressed his alleged violations in a written submission but refused to participate in a hearing before the COI.

Harbaugh's underlying violations centered on impermissible in-person contacts with prospective student-athletes during the COVID-19 recruiting dead period. Specifically, in February 2021, Harbaugh had breakfast with a prospect and the prospect's father at a local diner and later provided the prospect with access to Michigan's football facility. Additionally, in March 2021, Harbaugh met with another prospect and his father at the same local diner.

During the investigation in this case, Harbaugh denied meeting with the two prospects. Initially, he told Michigan and the enforcement staff that he had no recollection of meeting either prospect or their fathers. In a subsequent interview he went further, unequivocally disputing that either meeting happened. Despite his denials, the weight of the factual information—including statements from the prospects, their fathers, and other football staff members, as well as

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<sup>1</sup> Infractions cases are decided by hearing panels comprised of COI members. Panels issue decisions on behalf of the COI.

<sup>2</sup> Pursuant to a provision of NCAA Bylaw 19.11.1 that became effective on January 10, 2024, infractions decisions must identify by name all involved individuals and boosters who committed Level I or Level II violations. In accordance with this legislation, this decision identifies former head coach Jim Harbaugh by name. Because the other involved individuals in this case resolved their violations prior to January 10, 2024, their names are not included in this decision.

documentation such as receipts and expense reports—demonstrates that Harbaugh was physically present and engaged in these meetings.

By denying his conduct, which was plainly supported by the record, Harbaugh violated NCAA ethical conduct legislation and thereby amplified the severity of his case. Consistent with other recent cases involving violations of the COVID-19 recruiting dead period, Harbaugh's underlying recruiting violations are Level II. However, unethical conduct—specifically, the provision of false or misleading information—is presumptively a Level I violation under NCAA bylaws. Institutional staff members have an obligation to cooperate, tell the truth and further the mission of the membership's infractions process. Harbaugh failed to meet this obligation and thereby engaged in unethical conduct, a Level I violation.

Finally, Harbaugh's conduct supports a Bylaw 11 head coach responsibility violation. In addition to his personal involvement in recruiting violations, Harbaugh also admitted that he failed to monitor noncoaching members of his staff who were impermissibly engaged in coaching activities in the spring and summer of 2021. Specifically, three analysts provided technical or tactical instruction to football student-athletes during practices, and seven analysts impermissibly participated in on-campus evaluations.<sup>3</sup> The violations in Harbaugh's program—and his knowing and direct involvement in certain recruiting violations—demonstrated that Harbaugh did not promote an atmosphere of compliance. Nor did he monitor his staff, which Harbaugh acknowledged when he admitted he did not give enough attention to the analysts' activities. The head coach responsibility violation is Level II because it derives from underlying Level II conduct.

Although the panel classified the recruiting and head coach responsibility violations as Level II, the case involves Harbaugh's intentional disregard for NCAA legislation and his provision of false or misleading information. This conduct resulted in a Level I unethical conduct violation and an overall Level I case. As such, the panel classifies Harbaugh's case as Level I-Aggravated and prescribes a four-year show-cause order.

## II. CASE HISTORY

The overall case originated in April 2021, when Michigan contacted the NCAA enforcement staff to discuss its discovery of potential violations in the football program—specifically, noncoaching staff members' participation in coaching activities. Michigan and the enforcement staff then began a collaborative investigation. In early February 2022, as Michigan, Harbaugh and the enforcement staff were discussing processing options for the allegations of noncoaching staff violations, the enforcement staff received information that a football prospect and his father met in person with football staff members while visiting the institution during the COVID-19 recruiting dead period.

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<sup>3</sup> The NCAA enforcement staff did not name Harbaugh or any of the analysts as involved individuals in the impermissible coaching activity violation. Michigan agreed to the violation as part of its negotiated resolution. The violation is referenced in this decision to the extent it supports Harbaugh's head coach responsibility violation.

Michigan and the enforcement staff extended their investigation to examine this information and conduct additional interviews.

On July 20, 2023, Michigan, the enforcement staff and five Michigan football staff members submitted a negotiated resolution (NR) to the COI. The five staff members included Harbaugh, two then assistant football coaches (assistant coach and assistant coach 1), the then director of recruiting for football (recruiting director) and a then graduate assistant football coach (graduate assistant).<sup>4</sup> Another then assistant football coach (assistant coach 2) did not join the NR because he planned to contest the allegations in which he was named. However, he later agreed to process his case via a separate NR, which a hearing panel approved on December 15, 2023.<sup>5</sup>

A three-member hearing panel considered the original NR involving Michigan and the five other staff members on August 8, 2023. Three days later, the panel informed the parties that it preliminarily approved the NR for the assistant coach, assistant coach 1, the recruiting director and the graduate assistant.<sup>6</sup> The panel did not, however, approve the NR with respect to the institution and Harbaugh. Specifically, the panel determined it would not be in the best interests of the Association to approve Harbaugh's unethical conduct and failure to cooperate violation at the presented level, *i.e.*, Level II, without a full hearing on the merits. The panel requested that the enforcement staff issue a notice of allegations (NOA) to Harbaugh and Michigan but stated that it would consider any future NR should the parties reach a new agreement.

The enforcement staff issued an NOA to Michigan and Harbaugh on December 18, 2023. In January 2024, Harbaugh left Michigan and accepted an NFL head coaching position. The institution and the enforcement staff resumed negotiations and jointly submitted a second NR to the COI on March 14, 2024. This NR presented Harbaugh's unethical conduct and failure to cooperate violation as Level I and included enhanced penalties for the institution's overall Level I case. The full seven-member hearing panel considered and approved the institution's NR on April 10, 2024.<sup>7</sup>

Harbaugh submitted his written response to the NOA on March 19, 2024. The response addressed Allegation No. 3 of the NOA (unethical conduct and failure to cooperate) but did not substantively

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<sup>4</sup> The identifiers used in this decision reference the individuals' positions at the time the violations in this case occurred. Some of the involved individuals have since left Michigan or have assumed new positions at the institution.

<sup>5</sup> Pursuant to Bylaw 19.7.6.3, the COI chair approved all parties' resolution methods. The enforcement staff issued a notice of allegations (NOA) to assistant coach 2 on June 28, 2023. However, in late fall 2023, assistant coach 2 and the enforcement staff reached agreement on facts, violations and penalties. Assistant coach 2 and the enforcement staff submitted an NR to the COI on November 28, 2023, and the panel approved the NR on December 15, 2023. The approved NR for assistant coach 2 can be found at Appendix Three.

<sup>6</sup> The approved NR for the assistant coach, assistant coach 1, the recruiting director and the graduate assistant can be found at Appendix Two.

<sup>7</sup> The approved NR for the institution can be found at Appendix Four. Traditionally, three-member panels consider NRs. However, because a full seven-member panel had been generated to consider the contested portions of the case, the full panel resolved the NR. On May 23, 2024, Harbaugh was informed that the same panel would also consider his case, absent one member who had an unavoidable scheduling conflict.

respond to the other allegations; nor did it address aggravating and mitigating factors or potential penalties. The response stated that Harbaugh had "no intention of appearing at a COI hearing" in this matter. Accordingly, the chief hearing officer informed the parties that the panel would resolve Harbaugh's case on the written record pursuant to Bylaw 19.9.2. On May 15, 2024, the enforcement staff submitted its written reply. The panel deliberated via videoconference on June 17, 2024.

### III. FINDINGS OF FACT

#### Contacts During the COVID-19 Recruiting Dead Period

The conduct in this case specific to Harbaugh centered on in-person contacts with two football prospects and their fathers in February and March 2021 during the COVID-19 recruiting dead period. Harbaugh also provided one of the prospects and the prospect's father access to the institution's football facility, where members of the football staff then gave the family a tour.<sup>8</sup>

At the time of Harbaugh's conduct, the COVID-19 recruiting dead period had been in place for nearly a year. The NCAA Division I Council adopted emergency legislation establishing the dead period on March 13, 2020, in response to the extraordinary circumstances of the COVID-19 pandemic—and in an effort to protect the health and safety of student-athletes, prospects and institutional staff members. *See R-2020-1, Resolution: Temporary Recruiting Dead Period Due to COVID-19 Pandemic* (Mar. 13, 2020). Consistent with Bylaw 13.02.5.5, the dead period meant that all in-person recruiting contacts, on- and off-campus evaluations, and official and unofficial visits by prospects were prohibited. Prospects could take informal campus visits on their own, but institutional staff could have no involvement in arranging the visits.

In early 2021, multiple football prospects visited Michigan's campus on these informal visits. According to the recruiting director, Harbaugh urged him to "get guys to campus." The recruiting director reported that the football staff had no process in place to alert the athletics compliance staff when prospects were planning to visit campus. In an interview with the institution and enforcement staff, Michigan's senior compliance administrator (compliance director) stated that the football staff alerted her to "maybe five" of these visits, and she acknowledged that it was not easy to keep tabs on which prospects were on campus. In addition, the recruiting director reported that the football staff took no precautions during the visits to avoid in-person contact with the

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<sup>8</sup> In addition to Harbaugh's contacts with these two prospects, members of the football staff provided a different prospect (prospect 1) with access to the football facility and met with him in the football weightroom in late January 2021. During his October 4, 2022, interview with the NCAA enforcement staff, Harbaugh stated he had no recollection of prospect 1 being in the weightroom but did remember prospect 1's father—a former Michigan student-athlete—being in the weightroom during the COVID-19 recruiting dead period. Harbaugh stated it is not unusual for former student-athletes to be in the football facilities and further stated the 2021 timeframe was "much different than COVID 2020" in his mind, and he did not believe prospect 1's father being in the facility raised any red flags.

prospects. The recruiting director stated that, as a general matter, "the culture [in the football program] wasn't to be safe, the culture was to go to the line and cross it if you had to."

As part of his four separate interviews with the institution and enforcement staff, Harbaugh stated on multiple occasions that he was aware of, and complied with, the COVID-19 recruiting dead period restrictions. When asked during his October 4, 2022, interview whether it was permissible for football staff to have in-person contact with prospects between January through May 2021, Harbaugh responded, "No." When asked whether he informed prospects that he could not meet with them in person, Harbaugh responded, "Yes." During his July 13, 2022, interview, Harbaugh stated, "I don't think I personally saw any prospect during those months, January to – through May [2021]."

Notwithstanding his stated understanding of the rules, Harbaugh had two in-person contacts with visiting prospects during this time period. The first occurred on February 28, 2021, when he met with a four-star recruit (prospect 2) and his father at a local diner. The family had arrived in Ann Arbor the previous day. Upon their arrival, the recruiting director arranged for a football student intern to provide prospect 2 and his father with a tour of Michigan's campus. The prospect and his father then shared a meal with the recruiting director, the assistant coach, the graduate assistant and two football student-athletes.

The following morning, prospect 2 and his father met the recruiting director and Harbaugh at a local diner. In an interview with the institution and the enforcement staff, prospect 2 stated he and his father had "pretty much a one-on-one breakfast with Coach Harbaugh" where they discussed prospect 2's future and potentially playing football at Michigan.<sup>9</sup> During the recruiting director's interview with the institution and enforcement staff, he did not specifically recall prospect 2's visit, but he did remember being present at a breakfast with Harbaugh and a prospect at the diner during the COVID-19 recruiting dead period. The recruiting director also provided an expense report and a receipt showing he paid for breakfast at the diner on February 28, 2021, and the order included a bacon cheeseburger. This mirrored prospect 2's and his father's account of the date and time of the meal and the type of food eaten by Harbaugh. Specifically, prospect 2 recalled that Harbaugh ordered a hamburger for breakfast, which "kind of stood out" to him.

Prospect 2 stated that after the conclusion of the meal with Harbaugh, he and his father followed Harbaugh back to Michigan's football facility where Harbaugh let them in and checked back in with them "every now and again [to] just kind of talk for a little bit here and there." During an interview, the enforcement staff asked prospect 2's father whether Harbaugh was aware they followed him to the football facility, to which prospect 2's father responded, "[Harbaugh] told us to." He further reported that Harbaugh let him and his son into the facility where the assistant coach and the recruiting director gave them a tour.

During his July 13, 2022, interview with the enforcement staff, Harbaugh stated numerous times that he had no recollection of meeting with prospect 2 or his father at any time. In response to

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<sup>9</sup> Prospect 2's father reported that the recruiting director paid for their meals.

questions about whether the meeting at the diner took place and whether Harbaugh recalled such recruiting interactions during the COVID-19 dead period, Harbaugh stated, "No, I do not" and went so far as to state he had no recollection of prospect 2 at all. However, during his subsequent October 4, 2022, interview with the enforcement staff, and after initially stating during that interview that he had nothing to clarify from the July 13 interview, Harbaugh admitted he did recall prospect 2 and that prospect 2 was on campus during the COVID-19 recruiting dead period. Harbaugh also acknowledged that he sent the following text message to prospect 2 on March 2, 2021:

Good Morning [prospect 2]  
Hope you enjoyed your trip to Ann Arbor! We would love to have you become a Wolverine and think you'll love it here! Attack today with an enthusiasm unknown to mankind, talk soon and Go Blue!  
-Jim Harbaugh

Harbaugh, however, continued to deny that he met with prospect 2 and his father during that visit.

Harbaugh's next meeting with a prospect during the COVID-19 recruiting dead period occurred in March 2021, when another prospect (prospect 3) and his father visited Ann Arbor to attend a football camp and visit Michigan's campus. Following the family's arrival on March 20, the recruiting director and assistant coach 2 arranged for them to meet a current football student-athlete and another football prospect at a local restaurant. The following day, the recruiting director arranged for prospect 3 and his father to meet with Harbaugh and assistant coaches 1 and 2 at the same diner where Harbaugh previously met with prospect 2 and his father. That same day, the recruiting director arranged for a football recruiting intern to provide prospect 3 and his father with a tour of Michigan's campus. Additionally, members of the football staff met in person with prospect 3 and his father when they visited Michigan's football facility.

During an interview with the institution and enforcement staff, prospect 3 stated that the recruiting director sent his father a text message to meet at the diner. Prospect 3 and his father recalled that Harbaugh stopped by their table to visit for approximately five minutes but did not sit down and eat with them. Assistant coach 2 likewise reported that Harbaugh met with prospect 3 and his father at the diner but recalled that Harbaugh sat with them and talked for approximately 30 minutes. The enforcement staff obtained supporting documentation, including travel documentation for prospect 3 and his father, as well as the recruiting director's expense report and receipt for breakfast. This information supported that prospect 3 and his father met with Harbaugh.

In his July 13, 2022, interview, Harbaugh stated that he did not recall meeting with prospect 3 during spring 2021, but he did recall recruiting prospect 3 generally. Harbaugh stated he was not aware of prospect 3 touring the football facility. During his October 4, 2022, interview, Harbaugh stated, "I would dispute that that happened, that I was at [the diner] on March 20 and 21" during the time prospect 3 and his father reported meeting Harbaugh.

In that same interview, as it related to meeting both prospects, Harbaugh stated, "Yeah, I said I had no recollection of that and I would go as far as to dispute that." He went on to say, "I used to have a mind like a steel trap, now it's more of an aluminum trap but I would – I would believe in my – in my state that I would remember having breakfast at [the diner] with [prospect 2 and his father] or [prospect 3 and his father]. So I would go – dispute that, correct."

Prospect 3 signed a National Letter of Intent (NLI) with Michigan on December 15, 2021. He enrolled in January 2022.

### **Activity of Noncoaching Football Staff Members**

In spring 2021, around the same time Harbaugh and his staff met with prospects 2 and 3, other noncoaching members of Harbaugh's staff were regularly engaged in coaching activities. Specifically, from February through April 2021, two defensive analysts and a special teams analyst routinely provided technical and tactical instruction to student-athletes during practice and position-specific film review. They also participated in on-field activities and made or assisted with tactical decisions during on-field practice. Additionally, during June 2021, seven football analysts participated in and/or were present for individual on-campus evaluations of 28 football prospects.<sup>10</sup>

Practice footage captured the three analysts' coaching activity during the spring 2021 practice period. Likewise, all three confirmed they engaged in coaching activity when interviewed by Michigan and the enforcement staff. One of the defensive analysts acknowledged during his interview that it was "more probabl[e] than not" that he provided some type of instruction in every practice during this time period. The other two analysts, after reviewing practice video footage during their interviews, similarly acknowledged that their actions during the spring practices constituted instruction and/or coaching. Video footage and interviews also confirmed that members of the football coaching staff were present and observed the analysts providing instruction during practices.

Harbaugh, however, did not observe this activity because he was on a different practice field coaching the quarterbacks during the spring practice period. During his first two interviews with the institution and enforcement staff, Harbaugh stated that the football program experienced an unusual amount of staff turnover in early 2021, and a new quarterbacks coach was hired the day before spring practice started. Harbaugh temporarily assumed responsibility for coaching the quarterbacks while the new coach prepared to take over. As a result, he spent his time on a separate practice field with the quarterbacks and was not being, in his words, "the walk around coach" during individual drills. Rather he was "dialed in [and] intensely focused on coaching

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<sup>10</sup> During its April 14 and 15, 2021, meeting, the NCAA Division I Council agreed the COVID-19 recruiting dead period would expire on May 31, 2021. The Council also approved a blanket waiver to permit on-campus evaluations of football prospects from June 1-27 and July 25-31, 2021. Accordingly, the 2021 NCAA Division I COVID-19 Question and Answer Guide (COVID Q&A Guide) was updated to include the blanket waiver. The COVID Q&A Guide was subsequently updated to state that countable coaches and graduate assistant coaches could conduct the on-campus evaluations, but sport-specific noncoaching staff members were not allowed to be present.

quarterbacks." Harbaugh also stated that he was "exclusively watching the offensive tape in meetings" during this time and was not watching practice film from other position groups.

The compliance staff, for its part, was not spot-checking practices during this time due to ongoing COVID-19 protocols put in place by the athletics training staff. Additionally, the compliance director stated in her interview that the compliance staff was "thinly stretched" during this time and education efforts were not as robust as they had been prior to the pandemic. In general, the compliance director acknowledged that the previous year had "probably not been our staff at its best." She further stated that she thought the compliance staff was doing the best it could under the circumstances.

Accordingly, it was not until the end of spring football in 2021 that Harbaugh became aware of analysts engaging in coaching activity. Harbaugh reported that the situation came to his attention when a news article quoted a then football student-athlete suggesting that one of the analysts was coaching the student-athlete's position group. Harbaugh admitted during his interviews that his focus on the quarterbacks meant he "did not give enough attention to the situation" with the analysts. He also acknowledged that when it comes to his staff's conduct, "any mistake, you know, that's ultimately my responsibility, to be aware of that, you know, to get it corrected."

With respect to the June 2021 on-campus evaluations, multiple coaching and noncoaching staff members acknowledged during their interviews that analysts participated in or were present for evaluations. Harbaugh stated that he did not know this conduct was impermissible. He acknowledged receiving an April 15, 2021, educational email from the compliance director stating, among other things, that on-campus evaluations would be permissible for a limited period pursuant to a blanket waiver. The email, however, did not identify that sport-specific noncoaching staff members were not allowed to be present at the evaluations. The restriction on noncoaching staff members appeared in a subsequent May 7, 2021, update to the COVID Q&A Guide. Harbaugh acknowledged he did not ask the compliance staff any questions about who could attend or participate in the evaluations.

#### **IV. ANALYSIS**

The violations in the contested portion of this case involved Harbaugh's impermissible recruiting contacts and inducements, unethical conduct and his violation of head coach responsibility legislation. The recruiting and head coach responsibility violations are Level II. The unethical conduct violation is Level I.

##### **A. IMPERMISSIBLE RECRUITING CONTACTS AND INDUCEMENTS [NCAA Division I Manual Bylaws 13.02.5.5, 13.1.2.7-(a), 13.2.1 and 13.7.1.4 (2020-21)]**

In February and March 2021, during the COVID-19 recruiting dead period, Harbaugh had impermissible in-person contacts with two football prospects and their fathers. Further, Harbaugh provided an impermissible inducement when he gave one of the prospects and the prospect's father



access to the institution's football facility, where members of the football staff then provided the family with a tour. Harbaugh's recruiting violations are Level II.

### **1. NCAA legislation relating to recruiting contacts and inducements.<sup>11</sup>**

Bylaw 13 governs recruiting. With regard to permissible recruiting periods, Bylaw 13.02.5.5 defines a recruiting "dead period" as a period of time when it is not permissible to make in-person recruiting contacts or evaluations on- or off-campus or permit official or unofficial visits by prospects. As a result of the COVID-19 pandemic, the NCAA established a temporary recruiting dead period that was effective from March 13, 2020, through May 31, 2021. Related to contacts, Bylaw 13.1.2.7 outlines the conditions applicable to recruiting activities involving enrolled student-athletes, and Bylaw 13.1.2.7-(a) sets forth the limitations on off-campus in-person contact between enrolled student-athletes and prospective student-athletes such that institutional staff members may not direct such contact.

Specific to recruiting inducements, 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. Bylaw 13.7 governs unofficial visits, with Bylaw 13.7.1.4 specifying that in football, athletics department involvement is permissible but is subject to the recruiting calendar restrictions.

### **2. Harbaugh engaged in impermissible recruiting contacts with two prospects and their fathers during the COVID-19 recruiting dead period.**

On two separate weekends in February and March 2021, during the COVID-19 recruiting dead period, Harbaugh had impermissible recruiting contacts with two football prospects and their fathers and provided an impermissible recruiting inducement when he provided one of the prospects with access to the football facility. With respect to the impermissible contacts, Harbaugh met the two prospects and their fathers at a local diner in Ann Arbor where he ate a meal with prospect 2 and his father in February 2021 and had a conversation with prospect 3 and his father in March 2021. After the February meal, Harbaugh also instructed prospect 2 and his father to follow him to the football facility where he then provided the prospect and his father with access. Harbaugh's conduct was contrary to legislation prohibiting in-person contacts during a recruiting dead period. Additionally, access to the facility was a benefit not generally available to other prospective students at the time and therefore constituted an impermissible inducement. The panel concludes that Harbaugh's conduct violated Bylaw 13 and resulted in a collective Level II violation.

Between January and March 2021, Harbaugh and his staff had multiple impermissible recruiting contacts with and/or provided impermissible recruiting inducements to two football prospects and their fathers. These violations occurred despite the clear COVID-19 dead period recruiting restrictions. Although Harbaugh initially denied the recruiting contacts with prospects 2 and 3 and

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<sup>11</sup> The full text of all bylaws cited in this case can be found at Appendix One.

their fathers, those interactions are overwhelmingly supported by record information that includes, among other things, interview statements from football staff members, the prospects and their fathers; restaurant receipts; travel documentation; and reimbursement requests. Notwithstanding the information in the record, Harbaugh has consistently maintained that the recruiting contacts did not occur.<sup>12</sup>

The panel is particularly troubled by the Michigan football staff's, including Harbaugh's, apparent disregard for the NCAA's COVID-19 recruiting dead period restrictions and the precarious health and safety position in which that disregard placed prospects and their families. As noted at the outset, Harbaugh clearly stated on numerous occasions in his interviews with the enforcement staff that he was aware of the recruiting restrictions and that he was not permitted to have in-person contact with prospects and their families during the dead period. Despite that knowledge, he chose not to prioritize the COVID-19 rules in place at the time, which were intended to promote safety. Rather, in the words of the recruiting director, the rules compliance culture promoted by Harbaugh was to "go to the line and cross it if you had to." That apparent disregard for rules compliance was pervasive and showed itself given the numerous occasions where Harbaugh blatantly ignored the recruiting restrictions in place.

The panel also considered the rationale for recruiting legislation which, in part, is to ensure no institution has unfettered access to a prospect that another institution does not have. In defying the recruiting dead period restrictions, Harbaugh and his staff gained a specifically prohibited recruiting advantage over other compliant institutions. Indeed, prospect 3 ultimately signed an NLI and enrolled at Michigan.

The COI has previously concluded that recruiting contacts of a similar scope and nature during the COVID-19 recruiting dead period constituted Level II violations. *See Florida International University (FIU) (2023)* (concluding that Level II violations occurred in the softball program when the former head coach engaged in impermissible contacts with three prospects during the COVID-19 recruiting dead period); *California State University, Northridge (CSUN) (2022)* (concluding that Level II violations occurred in the men's basketball program when the former head coach and two former assistant coaches had impermissible on- and off-campus contacts with prospects during the COVID-19 recruiting dead period and provided those prospects with impermissible recruiting inducements); and *Louisiana State University (LSU) (2022)* (concluding that Level II violations occurred in the football program when a former assistant coach and former assistant director of

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<sup>12</sup> On at least two occasions in Harbaugh's response to the NOA, he and his counsel appear to suggest that Harbaugh acknowledged his presence at the meetings with prospects 2 and 3—either during his October 4 interview or as part of the rejected NR. As it relates to the former, at no point during his October 4 interview did Harbaugh acknowledge meeting with prospects 2 and 3. As it relates to the NR, per COI Internal Operating Procedure 4-7-1-3, a rejected NR shall not be part of the record in the case processed pursuant to Bylaw 19.8 or 19.9, and the panel hearing the case shall not consider positions taken by the parties during the negotiated resolution process.

recruiting met separately with a prospect during the COVID-19 recruiting dead period and provided the prospect with impermissible recruiting inducements).<sup>13</sup>

Consistent with these cases, and pursuant to Bylaw 19.1.3, the COI concludes that Harbaugh's impermissible contact and inducement violations are Level II. As he acknowledged in his interview, Harbaugh was fully aware of the COVID-19 recruiting dead period restrictions. He disregarded them. In doing so, he provided his football program with a recruiting advantage. Likewise, his actions compromised the integrity of the Collegiate model. Considering these facts as a whole, the COI concludes that Level II violations occurred.

## **B. UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2022-23)]**

In October 2022, Harbaugh violated the NCAA principles of ethical conduct and failed to cooperate when he provided false or misleading information during an interview with the institution and the enforcement staff. The violation is Level I.

### **1. NCAA legislation relating to unethical conduct and cooperation.**

Bylaw 10.01.1 requires individuals employed by member institutions to act with honesty and sportsmanship. More specifically, Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of example behaviors identified as unethical conduct. This list expressly includes knowingly furnishing the NCAA or the individual's institution with false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA bylaw. *See* Bylaw 10.1-(c).

Additionally, Bylaw 19.2.3 establishes an institutional staff member's responsibility to cooperate in NCAA investigations, noting the affirmative obligation to cooperate fully and assist, among others, the NCAA enforcement staff and the COI to further the objectives of the infractions program. Bylaw 19.2.3-(b) specifically identifies timely participation in interviews and providing complete and truthful answers as part of that affirmative obligation.

### **2. Harbaugh engaged in unethical conduct and failed to cooperate when he denied any involvement in impermissible recruiting contacts despite substantial information to the contrary.**

Harbaugh participated in four separate interviews with the NCAA enforcement staff between June 2021 and October 2022. The bulk of the enforcement staff's investigation and questions specific to recruiting violations began during the July 13, 2022, interview and continued in the October 4, 2022, interview. When asked specific questions about his knowledge of and involvement in

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<sup>13</sup> *U.S. Air Force Academy* (2023), by contrast, involved Level I recruiting violations during the COVID-19 recruiting dead period. The conduct in that case, however, involved a greater number of student-athletes and prospects, and it took place over a longer period of time.

impermissible recruiting contacts during the COVID-19 recruiting dead period, Harbaugh provided vague responses or outright denied knowledge of or involvement in the conduct. Given the significant amount of reasonable, credible information in the record, Harbaugh's denials are not credible. The panel concludes that these denials resulted in a Level I violation of Bylaws 10 and 19.

In his July interview, Harbaugh asserted that he could not recall the specific recruiting contacts with prospects 2 and 3. During his October interview, Harbaugh doubled down on his evasive responses but took it a step further when he declared, "Yeah, I said I had no recollection of that [meeting with prospects] and *I would go as far as to dispute that.*" (Emphasis added). He went on to state, "I used to have a mind like a steel trap, now it's more of an aluminum trap but I would – I would believe in my – in my state that I would remember having breakfast at [local restaurant] with [prospect 2 and his father] or [prospect 3 and his father]. So I would go – dispute that, correct." When specifically questioned about whether he was lying to the enforcement staff, Harbaugh stated, "I do not think I'm providing false or misleading information" and, finally, when asked if he was being completely honest with the investigators, Harbaugh simply replied, "Yes."

In Harbaugh's NOA response, he continued to deny that he provided false or misleading information to the enforcement staff.<sup>14</sup> However, the record is overwhelmingly clear that Harbaugh engaged in impermissible recruiting activity and, given numerous opportunities to correct the record, repeatedly chose not to do so.

Simply put, Harbaugh's insistence that he did not recall meeting with prospects 2 and 3 is not credible. The COVID-19 pandemic brought unparalleled uncertainty to college athletics, but the dead period restrictions were clear: no in-person contact with prospects was permitted. Harbaugh's purported inability to recall meeting with prospects during this period when such conduct was strictly prohibited suggests either (1) he is not being truthful or (2) he met with so many prospects during the recruiting dead period that he could not recall these specific prospects. Stated differently, given the remarkable circumstances of the COVID-19 recruiting dead period, a coach should be able to recall an in-person interaction with a prospect unless those interactions occurred with such frequency that they cannot reasonably be recalled.

The panel concludes that Harbaugh provided false or misleading information in violation of Bylaw 10 when he denied meeting with prospects 2 and 3 and their fathers during his October 4, 2022, interview. Additionally, Harbaugh failed to abide by the cooperative principle under Bylaw 19.2.3-(b). The violation is Level I.

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<sup>14</sup> The infractions process affords parties the opportunity to respond to and address allegations after the issuance of an NOA. The panel is disappointed that in this case, Harbaugh and his counsel essentially eschewed that opportunity. Rather than presenting a case to support his arguments, Harbaugh and his counsel primarily used the response opportunity to belabor points related to their distrust of the infractions process and of individual NCAA staff and COI members. Further, Harbaugh refused to participate in a hearing on the merits, which would have afforded him another opportunity to support his arguments.

Pursuant to Bylaw 19.1.2, the provision of false or misleading information is presumptively a Level I violation. Consistent with this bylaw, the COI has regularly concluded that Level I violations occur when individuals provide false or misleading information in an interview. *See FIU* (concluding the head coach engaged in a Level I unethical conduct violation when she denied knowledge of and involvement in impermissible inducement and contact violations with prospects who visited campus during the COVID-19 recruiting dead period, and whose statements were completely contradicted by the interviews of the involved prospects and the student-athlete who provided the impermissible tours); *Missouri State University* (2021) (concluding a head women's volleyball coach engaged in Level I violations when she denied having knowledge of or involvement in arranging summer housing for prospects, arranging tutoring for a student-athlete and permitting a volunteer assistant coach to provide instruction during practice); and *Georgia Institute of Technology (Georgia Tech)* (2019) (concluding that an assistant men's basketball coach committed Level I violations when he lied in an interview and denied involvement in the underlying violations).

On rare occasions, however, the COI has concluded that the provision of false or misleading information can be a Level II violation where unique circumstances are present. *See Siena College* (2020) (concluding unethical conduct violations were Level II because the nature of the false or misleading information was more limited in scope than cases in which Level I violations occurred) and *Rutgers, the State University of New Jersey, New Brunswick* (2017) (concluding that a Level II unethical conduct violation occurred when an assistant football coach provided false or misleading information about his impermissible recruiting contact with a prospect but later admitted the violation in his response to the NOA and at the infractions hearing). *See also University of Mississippi* (2016) (concluding that Level II unethical conduct violations occurred when the head track coach provided false or misleading information about his awareness of assistant track coaches' impermissible recruiting activities, and an assistant track coach provided false or misleading information about taking precautions to avoid having prospects impermissibly run with enrolled student-athletes) and *San Jose State University* (2016) (concluding that a Level II unethical conduct violation occurred when the head women's basketball coach provided false or misleading information about a non-qualifier's participation in some team activities during her year in residence).

Unlike *Siena* and *Rutgers*, the decisions in *Mississippi* and *San Jose State* do not provide rationale for the Level II designation of the unethical conduct violations. This panel will not speculate as to the unique facts and circumstances of those cases that warranted a Level II designation.

No unique circumstances are present in this case that justify a departure from either Bylaw 19.1.2 or the overwhelming majority of past cases in which the COI concluded that unethical conduct violations were Level I. Unlike *Siena*, Harbaugh's denials did not relate to more traditional NCAA violations that were limited in scope. Instead, they related to his intentional disregard of the NCAA membership's efforts to manage significant health and safety risks and competitive equities associated with a global pandemic.<sup>15</sup> Harbaugh's conduct is also distinguishable from *Rutgers*

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<sup>15</sup> To be clear, the panel does not suggest that providing false and misleading information related to "less serious" violations should result in a lower level designation. False and misleading information is false and misleading information.

because at no time has Harbaugh attempted to rectify his earlier denials. He continues to maintain his position despite overwhelming information to the contrary.

In the vast majority of cases involving the provision of false or misleading information, the COI has concluded the violations were Level I. This case is no different. When Harbaugh denied meeting with the prospects, he failed to cooperate and committed an unethical conduct violation. The violation is Level I.

### **C. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2020-21)]**

During the spring and summer of 2021, Harbaugh is presumed responsible for the recruiting violations detailed above and the impermissible coaching activity by noncoaching staff members in his program. Harbaugh did not rebut his presumed responsibility because he did not demonstrate that he promoted an atmosphere of compliance in his program and monitored his staff. Accordingly, a Level II head coach responsibility violation occurred.

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

Bylaw 11.1.1.1 (2020-21 Division I Manual) establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor those individuals in their programs who report to them either directly or indirectly. The bylaw also presumes that head coaches are responsible for the actions of those who report to them. Head coaches can rebut the presumption of responsibility by demonstrating that they promoted an atmosphere of compliance and monitored the activities of their staff members.<sup>16</sup>

#### **2. When Harbaugh personally engaged in recruiting violations and failed to monitor the activity of his noncoaching staff members, he violated head coach responsibility legislation.**

From January through April 2021 and during June 2021, multiple violations occurred in Harbaugh's program, including violations in which he was personally and knowingly involved. In some instances, Harbaugh's admitted lack of oversight allowed other violations to happen repeatedly. Harbaugh's conduct and his general attitude toward compliance did not meet the high standard to which the membership holds head coaches under Bylaw 11.

Harbaugh's knowing and direct involvement in violations is enough to demonstrate that he did not promote an atmosphere of compliance within the football program. As the COI has stated countless times, compliance begins at the top. When a head coach is comfortable breaking clear and well-known rules, it is difficult to expect the coach's staff to behave any differently. In failing

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<sup>16</sup> Effective January 1, 2023, Bylaw 11.1.1.1 violations automatically attach to head coaches for any violations committed by the head coach or their staff members, regardless of the head coach's promotion of compliance or monitoring efforts. Because the underlying violations in this case occurred prior to this date, former Bylaw 11.1.1.1 applies, and Harbaugh had the opportunity to rebut the presumption of responsibility.

to adhere to the rules himself, Harbaugh signaled to his staff that compliance was not a top priority in the football program. Based on the violations that occurred in this case and the number of coaches and staff who were involved, it is apparent that Harbaugh was indifferent to setting a tone of compliance within his program.

Moreover, Harbaugh's contacts with prospects 2 and 3 were not chance encounters or random "bumps." Rather, Harbaugh urged his recruiting director to "get guys to campus," and the recruiting director then arranged for the prospects to meet, dine with and/or receive tours from other prospects, football student-athletes and coaching staff members. The football program had no processes in place to notify the compliance staff of prospects' presence on campus or to avoid violating the dead period restrictions. As the recruiting director stated, "the culture [in the football program] wasn't to be safe, the culture was to go to the line and cross it if you had to." In many ways, the institution's compliance efforts with and around the football program—particularly during the COVID-19 recruiting dead period—enabled Harbaugh and his staff to operate freely within this culture.

Additionally, Harbaugh cannot rebut the presumption of responsibility due to his admitted failure to monitor his staff during the 2021 spring practice period. He acknowledged that he was "intensely focused" on coaching the quarterbacks and "did not give enough attention to the situation with the analysts." The panel recognizes that turnover in the football program created a unique staffing situation at that time. The panel does not expect coaches to be in two places at once. However, as head coach of the *entire* program, it is reasonable to expect that Harbaugh would periodically check in on the other position groups and/or review their practice film. Had he done these things, the noncoaching staff violations may have been detected sooner.<sup>17</sup> Similarly, had he asked questions regarding the presence of noncoaching staff members during the June 2021 on-campus evaluations, those violations, too, may have been prevented.

Harbaugh acknowledged that when it comes to his staff's conduct, "any mistake, you know, that's ultimately my responsibility, to be aware of that, you know, to get it corrected." The panel agrees. Harbaugh is responsible for the violations in his program from January through April 2021 and in June 2021, and he did not rebut the presumption of responsibility. His conduct violated Bylaw 11.1.1.1.

The COI has previously concluded that head coach responsibility violations occurred when coaches were personally involved in violations and/or did not sufficiently monitor their staff or engage compliance on questions. *See Mercer University* (2021) (concluding the head cross country and track and field coach did not rebut the presumption of responsibility because he was personally involved in recruiting violations and failed to actively look for red flags and ask questions regarding a prospect's presence in the locale of the institution prior to enrollment); *University of California, Santa Barbara* (2019) (concluding the head water polo coach and head track coach could not rebut their presumption of responsibility when they were personally involved in recruiting violations); and *University of Oregon* (2018) (concluding the head women's

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<sup>17</sup> The panel notes that other members of the coaching staff observed the analysts' coaching activity and failed to report it to Harbaugh or to the compliance staff. This also speaks to the culture of the program.

basketball coach failed to promote an atmosphere of compliance due to his involvement in underlying impermissible coaching violations, and the head men's basketball coach did not adequately monitor a noncoaching staff member who repeatedly engaged in impermissible coaching activity).

Pursuant to Bylaws 19.1.2-(e) and 19.1.3-(e), the level of a head coach responsibility violation is determined by the level of the underlying violations. Harbaugh's head coach responsibility violation derives from underlying Level II conduct—specifically, impermissible recruiting contacts and inducements during the COVID-19 recruiting dead period and impermissible coaching activity by noncoaching staff members. Thus, consistent with Bylaw 19.1.2, the panel concludes that a Level II head coach responsibility violation occurred.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level I and Level II violations of NCAA legislation. Bylaw 19.1.2 defines a Level I violation as a violation that seriously undermines or threatens the integrity of the Collegiate Model, including failure to cooperate or the provision of false or misleading information. Pursuant to Bylaw 19.1.3, a Level II violation is a violation that provides or is intended to provide more than a minimal but less than a substantial or extensive recruiting advantage or benefit.

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies Harbaugh's case as Level I-Aggravated.

### **Aggravating Factors**

Bylaw 19.12.3.2-(a): Multiple Level I and/or multiple Level II violations;

Bylaw 19.12.3.2-(b): Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation;

Bylaw 19.12.3.2-(d): Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct;

Bylaw 19.12.3.2-(i): Intentional, willful, or blatant disregard for NCAA bylaws; and

Bylaw 19.12.3.2-(l): Other facts warranting a higher penalty range.

Harbaugh did not specifically address the application of aggravating factors in his response to the NOA. The panel determines that the five aggravating factors identified by the enforcement staff apply and affords each factor normal weight.

Bylaw 19.12.3.2-(a), *Multiple Level I and/or multiple Level II violations*, applies because Harbaugh is responsible for one Level I and two Level II violations.



With respect to Bylaw 19.2.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, the factor applies due to Harbaugh's provision of false or misleading information during his October 4, 2022, interview. When Harbaugh denied meeting with prospects 2 and 3 and their fathers, he failed to meet his responsibility to cooperate. This conduct did not advance the resolution of this matter. The COI has previously applied this factor to a head coach who, like Harbaugh, denied engaging in impermissible contacts during the COVID-19 recruiting dead period despite credible record information to the contrary. *See FIU* (determining the factor applied because the head coach's denials "did not promote the expeditious resolution of the case"). The factor likewise applies here.

The panel also determines that Bylaw 19.12.3.2-(d), *Persons of authority condoned, participated in or negligently disregarded the violation*, applies to Harbaugh. The COI has consistently applied this factor and its predecessor, Bylaw 19.9.3-(h), to head coaches who personally participated in violations.<sup>18</sup> *See FIU* (applying the factor to the former head softball coach, who engaged in impermissible contacts with prospects during the COVID-19 recruiting dead period); *University of Memphis* (2023) (applying the factor to the head men's basketball coach, who was directly involved in impermissible recruiting contacts); and *Youngstown State University* (2022) (applying the factor to the former head women's soccer coach, who was personally involved in academic misconduct and recruiting violations). Here, Harbaugh was directly involved in violations when he met in-person with prospects during the COVID-19 recruiting dead period, and he disregarded the potential for violations by noncoaching staff members when he failed to monitor their conduct or ask questions of compliance during the spring 2021 practice period. The factor applies.

With respect to Bylaw 19.12.3.2-(i), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*, the COI has regularly applied this factor and its predecessor, Bylaw 19.9.3-(m), to individuals who violate NCAA rules knowingly. *See FIU* (applying the factor to the head softball coach, who knowingly ignored COVID-19 recruiting dead period rules by having in-person contact with prospects); *LSU* (applying the factor to an assistant football coach who intentionally positioned himself to have in-person contact with a prospect on two occasions during the COVID-19 recruiting dead period); and *DePaul University* (2019) (applying the factor to the associate head men's basketball coach, who knowingly arranged for an assistant operations director to violate recruiting and coaching activity legislation). Like the coaches in these cases, Harbaugh knew his conduct was impermissible. He acknowledged several times during his interviews that he was aware of COVID-19 recruiting dead period rules and knew that in-person contacts with prospects were prohibited. Harbaugh's knowing and intentional conduct warrants application of this factor.

Relatedly, Bylaw 19.12.3.2-(l), *Other facts warranting a higher penalty range*, applies because Harbaugh's violations took place during the COVID-19 recruiting dead period. The COI has recently and consistently applied this factor and its predecessor, Bylaw 19.9.3-(o), to individuals who violated the COVID-19 recruiting dead period restrictions. *See FIU; Air Force; CSUN*; and

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<sup>18</sup> Although new aggravating and mitigating factors went into effect on January 1, 2023, and apply in this case, some of the factors, like Bylaw 19.9.3-(h) (2022-23 Division I Manual) and Bylaw 19.12.3.2-(d) (2023-24 Division I Manual) are identical. For precedential purposes and guidance, the panel references past iterations of aggravating and mitigating factors where appropriate.

*LSU*. The COVID-19 recruiting dead period was critical to the NCAA membership to promote the health and safety of coaches, staff, student-athletes, prospects and their families, while also addressing competitive equity concerns across college athletics. Harbaugh disregarded the COVID-19 restrictions and put others at risk, while also gaining recruiting advantages over those schools and programs that adhered to the dead period. The factor applies.

### **Mitigating Factors**

Bylaw 19.12.4.2-(e): The absence of prior conclusions of Level I, Level II, or major violations by the involved individual.

Harbaugh did not specifically address the application of mitigating factors in his response to the NOA. The panel determines that the factor identified by the enforcement staff, Bylaw 19.12.4.2-(e), applies, and it affords the factor normal weight.

### **Penalties for Level I-Aggravated Violations**

1. **Show-Cause Order:** Harbaugh was directly involved in impermissible in-person recruiting contacts during the COVID-19 recruiting dead period—conduct he knew to be impermissible. He also acknowledged that he failed to monitor the actions of his noncoaching staff members, who engaged in impermissible coaching activity and evaluations. Harbaugh's direct involvement in violations and his admitted lack of monitoring demonstrated that he failed to meet his responsibilities as a head coach. Moreover, Harbaugh increased the severity of his case when he provided false or misleading information during the investigation. Accordingly, Harbaugh shall be subject to a four-year show-cause order from **August 7, 2024, through August 6, 2028**. In accordance with Bylaw 19.12.6.4 and COI Internal Operating Procedure 5-16-1, any institution employing Harbaugh during the four-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Harbaugh during the four-year show-cause period 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.
2. **Suspension:** Should Harbaugh become employed in an athletically related position at an NCAA member institution during the four-year show-cause period, he shall be suspended from 100 percent of the first season of his employment.<sup>19</sup> Because the show-cause order restricts Harbaugh from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that Harbaugh not be present in the facility where the contests are played and have no contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During that period, Harbaugh may not participate in any coaching activities, including but not

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<sup>19</sup> In prescribing this suspension, the panel took into account the three contests from which Michigan suspended Harbaugh during the 2023-24 season.

limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Harbaugh is suspended shall not count toward his career coaching record.

Although each case is unique, the show-cause and suspension penalties generally align with other recent cases involving Level I-Aggravated violations occurring during the COVID-19 recruiting dead period. *See FIU* (prescribing a three-year show-cause order and concurrent 50 percent suspension for the head softball coach, who engaged in impermissible recruiting contacts during the COVID-19 recruiting dead period, provided false or misleading information, encouraged a prospect to provide false or misleading information, and violated head coach responsibility legislation) and *Air Force* (prescribing a three-year show-cause order for the assistant football coach, who arranged inducements and impermissible on-campus recruiting contacts for prospects during the COVID-19 recruiting dead period, provided false or misleading information and encouraged a prospect to do the same).

These cases involved three-year show-cause orders. In Harbaugh's case, however, the panel determines a four-year show-cause order is appropriate for two reasons. First, the violations in Harbaugh's program were more expansive than the violations for which the *FIU* and *Air Force* coaches were individually responsible. In addition to the recruiting violations in which Harbaugh was personally involved, five other members of his staff engaged in recruiting violations during the COVID-19 recruiting dead period, with some of those staff members also involving student-athletes in the violations. Harbaugh is also responsible for the impermissible coaching activity of seven football staff analysts. Second, the NCAA membership recently adopted a series of reforms that provide greater accountability for individuals who commit rules violations. Among other things, these reforms increased the ranges and durations for certain penalties within the Figure 19-1 guidelines, and expanded suspensions to apply to all involved individuals, not just head coaches. Through these legislative changes, the NCAA membership expects the COI to prescribe significant and meaningful penalties to address significant and serious violations. A four-year show-cause order is consistent with these reforms and the penalty guidelines.

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The COI advises Harbaugh to take every precaution to ensure that he or any employing institution observes the terms of the show-cause order and suspension. The COI will monitor Harbaugh during the effective period. Any action by Harbaugh contrary to the terms of the penalties or any additional violations will cause the COI to consider prescribing more severe penalties or may result in additional allegations and violations.

NCAA DIVISION I COMMITTEE ON INFRACTIONS

Rich Ensor  
Kendra Greene  
Jeremy Jordan  
Susan Lipnickey  
Steve Madva  
Dave Roberts, chief hearing officer

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

**Division I 2020-21 Manual**

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

**13.02.5.5 Dead Period.** A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

**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:

- (a) **Off-Campus Contacts.** Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member.

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

**13.7.1.4 Women's Basketball and Football (First Opportunity to Visit).** In women's basketball and football, an unofficial visit with athletics department involvement (e.g., contact with athletics department staff, athletics-specific tour, complimentary admission) may occur with an individual (or his or her family members) at any time, subject to recruiting calendar restrictions per Bylaw 13.17.3 and 13.7.5, respectively.

### **Division I 2022-23 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 student-athlete or 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 the individual does not receive compensation for such work, may include, but is not limited to, the following:

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

**19.2.3 Responsibility to Cooperate.** 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. Full cooperation includes, but is not limited to:

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

NEGOTIATED RESOLUTION<sup>1</sup>

University of Michigan – Case No. 020002

August 8, 2023

**I. CASE SYNOPSIS**

Assistant football coach, then graduate assistant football coach, then assistant football coach 1, then director of recruiting and NCAA enforcement staff agree with the violations and penalties detailed below. The institution, head football coach and assistant football coach 2 are not party to this agreement.

In late April 2021, the institution contacted the enforcement staff to discuss its discovery and preliminary review of potential violations of football noncoaching staff participating in coaching activities during the 2021 spring practice period. Subsequently, in early July 2021, the enforcement staff received information that football noncoaching staff members participated in and/or were present for individual on-campus evaluations with prospective student-athletes in June 2021. The institution and enforcement staff reviewed 2021 spring practice film, documentation for the 2021 spring practice period and the June 2021 on-campus evaluations and interviewed several student-athletes, a prospective student-athlete, football coaching staff, noncoaching staff and athletics department administrators.

In early February 2022, while the institution, head football coach and enforcement staff were discussing processing options for the allegations of noncoaching staff violations and related derivative violations, the enforcement staff received information that a football prospective student-athlete and his father met in person with football staff members while visiting the institution in February 2021 during the COVID-19 recruiting dead period. The institution and enforcement staff subsequently reviewed recruiting documentation, expense reports and available telephone records for the football program for the spring of 2021 and interviewed prospective student-athletes, prospects' fathers and football staff members. The collaborative investigation revealed that football staff members arranged for and/or met in person with three then prospective student-athletes and two of the prospects' fathers on campus and/or in the institution's locale in January, February and March 2021.

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<sup>1</sup>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.

## II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 11.7.6, 13.02.5.5,<sup>2</sup> 13.1.2.1, 13.1.2.7-(a), 13.2.1 and 13.7.1.4 (2020-21)] (Level II)

Assistant football coach, then graduate assistant football coach, then assistant football coach 1, then director of recruiting for football and the enforcement staff agree that on or around late January, February 27 and 28, and March 20 and 21, 2021, during the COVID-19 recruiting dead period, head football coach, then assistant football coaches 1 and 2,<sup>3</sup> assistant football coach, then graduate assistant football coach and then director of recruiting for football had impermissible recruiting contact with and/or provided impermissible inducements to three then football prospective student-athletes and their fathers. Specifically,

- a. Around late January 2021, members of the football staff provided then football prospective student-athlete 1 access to the football facilities and met with him in the football weightroom. [NCAA Bylaws 13.02.5.5 and 13.2.1 (2020-21)]
- b. On or around February 27, 2021, then director of recruiting, then assistant football coach 1, assistant football coach and then graduate assistant football coach met then football prospective student-athlete 2 and his father at a local restaurant and the football program provided a discounted meal. Additionally, on or around February 28, then director of recruiting coordinated for prospective student-athlete 2 and his father to meet with then director of recruiting and head football coach for a cost-free meal at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5, 13.1.2.1, 13.2.1 and 13.7.1.4 (2020-21)]
- c. On or around February 27, 2021, then director of recruiting arranged for a football recruiting intern to provide prospective student-athlete 2 and his father with a tour of the institution's campus. Additionally, subsequent to the February 28 meal with head football coach and at head football coach's direction, prospective student-athlete 2 and his father followed head football coach to the institution's football facilities. Head football coach then provided prospective student-athlete 2 and his father access to the institution's football facilities and members of the football staff provided prospective student-athlete 2 and his

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<sup>2</sup> As a result of the COVID-19 pandemic, the NCAA Division I Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021. The COVID-19 recruiting dead period was implemented to protect the health and safety of coaches, student-athletes and prospective student-athletes.

<sup>3</sup> On August 11, 2023, the NCAA Division I Committee on Infractions determined that the allegations involving the institution and head football coach will be conducted via full hearing. Additionally, assistant football coach 2 and the enforcement staff could not come to an agreement pertaining to his conduct and the committee permitted assistant football coach 2 to process his case via full hearing.

## NEGOTIATED RESOLUTION

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father a tour of the football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]

- d. In March 2021, then director of recruiting and then assistant football coach 2 arranged for then football prospective student-athlete 3 and his father to meet football student-athlete 1, prospective student-athlete 1 and prospective student-athlete 1's father at a local restaurant during prospective student-athlete 3 and his father's March 20 and 21 visit to the institution's campus and locale. [NCAA Bylaws 13.02.5.5,<sup>4</sup> 13.1.2.7-(a) and 13.2.1 (2020-21)]
- e. On or around March 21, 2021, then director of recruiting coordinated for then director of recruiting, head football coach and then assistant football coaches 1 and 2 to meet with prospective student-athlete 3 and his father at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5 and 13.1.2.1 (2020-21)]
- f. On or around March 21, 2021, then director of recruiting arranged for a football recruiting intern to provide prospective student-athlete 3 and his father with a tour of the institution's campus. Additionally, members of the football staff met in person with prospective student-athlete 3 and his father when they visited the institution's football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]

### **B. Agreed-upon aggravating and mitigating factors.**

Pursuant to NCAA 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 then assistant football coach 1 and then director of recruiting for football and Level II – Mitigated for assistant football coach and then graduate assistant football coach.

#### **Involved Individual (then director of recruiting for football):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
  - b. Intentional, willful or blatant disregard for the NCAA bylaws [Bylaw 19.12.3.2-(i)].

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<sup>4</sup> The 2021 NCAA Division I COVID-19 Question and Answer Guide stated that although institutional staff members may provide a current student-athlete's contact information to a prospective student-athlete, a coaching staff member may not arrange or facilitate an in-person meeting or visit between a prospective student-athlete and a student-athlete during a dead period (Page No. 20).



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- c. Other facts warranting a higher penalty range [Bylaw 19.12.3.2-(l)].
2. Mitigating factors (Bylaw 19.12.4.2).
    - a. Affirmative steps to expedite final resolution of the matter, including a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(c)].
    - b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**Involved Individual (then assistant football coach 1):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].
  - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
  - c. Other facts warranting a higher penalty range [Bylaw 19.12.3.2-(l)].
2. Mitigating factors (Bylaw 19.12.4.2).
  - a. Prompt acknowledgement of and acceptance of responsibility for the violation(s) [Bylaw 19.12.4.2-(b)].
  - b. Affirmative steps to expedite final resolution of the matter, including a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [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 [Bylaw 19.12.4.2-(e)].

**Involved Individual (assistant football coach):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].

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b. Other facts warranting a higher penalty range [Bylaw 19.12.3.2-(1)].

2. Mitigating factors (Bylaw 19.12.4.2).

a. Affirmative steps to expedite final resolution of the matter, including a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(c)].

b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**Involved Individual (then graduate assistant football coach):**

1. Aggravating factor (Bylaw 19.12.3.2).

Other facts warranting a higher penalty range [Bylaw 19.12.3.2-(1)].

2. Mitigating factors (Bylaw 19.12.4.2).

a. Affirmative steps to expedite final resolution of the matter, including a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(c)].

b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

None.

**V. PARTIES' AGREED-UPON PENALTIES<sup>5</sup>**

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

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

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

1. Show-cause order: Then director of recruiting violated COVID-19 recruiting dead period restrictions. Therefore, then director of recruiting shall be subject to a one-year show-cause order from **August 8, 2023, through August 7, 2024**. In accordance with Bylaw 19.12.6.4 and NCAA Division I Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall restrict then director of recruiting as follows: (a) suspension from two games for the 2023 football season; (b) no involvement in in-person on-campus recruiting activities, including communicating with prospective student-athletes during their visits to the employing member institution's campus, for a consecutive 16-day period during the recruiting contact period in December 2023 and a consecutive 16-day period during the recruiting contact period in January 2024; and (c) attendance at an NCAA Regional Rules Seminar. If then director of recruiting becomes employed by a member institution in an athletically related position during the one 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.
2. Show-cause order: Then assistant football coach 1 violated COVID-19 recruiting dead period restrictions. Therefore, then assistant football coach 1 shall be subject to a one-year show-cause order from **August 8, 2023, through August 7, 2024**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict then assistant football coach 1 as follows: (a) suspension from two games for the 2023 football season; (b) no involvement in in-person on-campus recruiting activities, including communicating with prospective student-athletes during their visits to the employing member institution's campus, for a consecutive 16-day period during the recruiting contact period in either December 2023 or in January 2024; and (c) attendance at an NCAA Regional Rules Seminar. If then assistant football coach 1 becomes employed by a member institution in an athletically related position during the show-cause period, the employing institution shall abide by the terms of the show-cause order unless it

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<sup>5</sup> 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.

contacts the 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)**

3. Show-cause order: Assistant football coach violated COVID-19 recruiting dead period restrictions. Therefore, assistant football coach shall be subject to a one-year show-cause order from **August 8, 2023, through August 7, 2024**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall suspend assistant football coach from the first football contest of the 2023 season. Additionally, during the one-year show-cause, the institution or any other employing member institution shall require assistant football coach to attend the annual Regional Rules Seminar at his own expense. University of Michigan (Michigan), or any member institution that employs assistant football coach in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply. The provisions of this suspension require that assistant football coach not be present in the facility where the contests are played and have no contact or communication with football coaching staff members or student-athletes during the one 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, assistant football 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 shall not count toward assistant football coach's career coaching record.
4. Show-cause order: Then graduate assistant football coach violated COVID-19 recruiting dead period restrictions. Therefore, then graduate assistant football coach shall be subject to a one-year show-cause order from **August 8, 2023, through August 7, 2024**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict then graduate assistant football coach from any involvement in in-person on-campus recruiting activities, including communicating with prospective student-athletes during their visits to the employing member institution's campus, for a consecutive 16-day period during the recruiting contact period in December 2023 or January 2024. Additionally, during the one-year show-cause, the institution or any other employing member institution shall require then graduate assistant football coach to attend the annual Regional Rules Seminar at his own expense. Michigan, or any member institution that employs then graduate assistant football coach in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

## **VI. PARTIES TO THE CASE**

### **A. In agreement with the negotiated resolution (the parties).**

Assistant football coach, then graduate assistant football coach, then assistant football coach 1 and then director of recruiting for football.

### **B. Not in agreement with the negotiated resolution.**

The institution, head football coach and then assistant football coach 2.

## **VII. 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 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 then assistant football coach 1 and then director of recruiting for football; and Level II – Mitigated for assistant football coach and then graduate assistant football coach.

If a hearing panel approves the negotiated resolution, assistant football coach, then graduate assistant football coach, then director of recruiting for football and then assistant football coach 1 agree that they will take every precaution to ensure that the terms of the penalties are observed. Assistant football coach, then graduate assistant football coach, then director of recruiting for football and then assistant football coach 1 acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution and that these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by assistant football coach, then graduate assistant football coach, then director of recruiting for football and then assistant football coach 1 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

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negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of 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.

### **VIII. 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 then director of recruiting and then assistant football coach 1 and Level II – Mitigated for assistant football coach and then graduate assistant football coach. The agreed-upon penalties align with the ranges identified for core penalties for Level II – Standard and Level II – Mitigated cases 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 the assistant football coach, then assistant football coach 1, then director of recruiting and then graduate assistant football coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor these individuals during the effective period. Any action by these individuals 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

Gary Miller

Dave Roberts, chief hearing officer

NEGOTIATED RESOLUTION<sup>1</sup>

University of Michigan – Case No. 020002

December 15, 2023

**I. CASE SYNOPSIS**

Then assistant football coach 2 and the NCAA enforcement staff agree with the violations and penalties detailed below. On August 8, 2023, a hearing panel of the NCAA Division I Committee on Infractions approved a negotiated resolution for assistant football coach, then graduate assistant football coach, then assistant football coach 1 and then director of recruiting for the violations detailed below. The institution and head football coach are not parties to this agreement.

In late April 2021, the institution contacted the enforcement staff to discuss its discovery and preliminary review of potential violations of football noncoaching staff participating in coaching activities during the 2021 spring practice period. Subsequently, in early July 2021, the enforcement staff received information that football noncoaching staff members participated in and/or were present for individual on-campus evaluations with prospective student-athletes in June 2021. The institution and enforcement staff reviewed 2021 spring practice film, documentation for the 2021 spring practice period and the June 2021 on-campus evaluations and interviewed several student-athletes, a prospective student-athlete, football coaching staff, noncoaching staff and athletics department administrators.

In early February 2022, while the institution, head football coach and enforcement staff were discussing processing options for the allegations of noncoaching staff violations and related derivative violations, the enforcement staff received information that a football prospective student-athlete and his father met in person with football staff members while visiting the institution in February 2021 during the COVID-19 recruiting dead period. The institution and enforcement staff subsequently reviewed recruiting documentation, expense reports and available telephone records for the football program for the spring of 2021 and interviewed prospective student-athletes, prospects' fathers and football staff members. The collaborative investigation revealed that football staff members arranged for and/or met in person with three then prospective student-athletes and two of the prospects' fathers on campus and/or in the institution's locale in January, February and March 2021.

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<sup>1</sup> 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.

## II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 11.7.6, 13.02.5.5,<sup>2</sup> 13.1.2.1, 13.1.2.7-(a), 13.2.1 and 13.7.1.4 (2020-21)] (Level II)

Assistant football coach 2 and the enforcement staff agree that on or around late January, February 27 and 28, and March 20 and 21, 2021, during the COVID-19 recruiting dead period, head football coach,<sup>3</sup> then assistant football coaches 1 and 2, assistant football coach, then graduate assistant football coach and then director of recruiting for football had impermissible recruiting contact with and/or provided impermissible inducements to three then football prospective student-athletes and their fathers. Specifically:

- a. Around late January 2021, members of the football staff provided then football prospective student-athlete 1 access to the football facilities and met with him in the football weightroom. [NCAA Bylaws 13.02.5.5 and 13.2.1 (2020-21)]
- b. On or around February 27, 2021, then director of recruiting, then assistant football coach 1, assistant football coach and then graduate assistant football coach met then football prospective student-athlete 2 and his father at a local restaurant and the football program provided a discounted meal. Additionally, on or around February 28, then director of recruiting coordinated for prospective student-athlete 2 and his father to meet with then director of recruiting and head football coach for a cost-free meal at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5, 13.1.2.1, 13.2.1 and 13.7.1.4 (2020-21)]
- c. On or around February 27, 2021, then director of recruiting arranged for a football recruiting intern to provide prospective student-athlete 2 and his father with a tour of the institution's campus. Additionally, subsequent to the February 28 meal with head football coach and at head football coach's direction, prospective student-athlete 2 and his father followed head football coach to the institution's football facilities. Head football coach then provided prospective student-athlete 2 and his father access to the institution's football facilities and members of the football staff provided prospective student-athlete 2 and his father a tour of the football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]

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<sup>2</sup> As a result of the COVID-19 pandemic, the NCAA Division I Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in NCAA Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021. The COVID-19 recruiting dead period was implemented to protect the health and safety of coaches, student-athletes and prospective student-athletes.

<sup>3</sup> On August 11, 2023, a hearing panel determined that the allegations involving the institution and head football coach will be conducted via full hearing.



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- d. In March 2021, then director of recruiting and then assistant football coach 2 arranged for then football prospective student-athlete 3 and his father to meet football student-athlete 1, prospective student-athlete 1 and prospective student-athlete 1's father during prospective student-athlete 3 and his father's March 20 and 21 visit to the institution's campus and locale. [NCAA Bylaws 13.02.5.5,<sup>4</sup> 13.1.2.7-(a) and 13.2.1 (2020-21)]
- e. On or around March 21, 2021, then director of recruiting coordinated for then director of recruiting, head football coach and then assistant football coaches 1 and 2 to meet with prospective student-athlete 3 and his father at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5 and 13.1.2.1 (2020-21)]
- f. On or around March 21, 2021, then director of recruiting arranged for a football recruiting intern to provide prospective student-athlete 3 and his father with a tour of the institution's campus. Additionally, members of the football staff met in person with prospective student-athlete 3 and his father when they visited the institution's football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]

### **B. Agreed-upon aggravating and mitigating factors.**

Pursuant to NCAA 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 – Mitigated for then assistant football coach 2.

#### **Involved Individual (then assistant football coach 2):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
  - b. Other facts warranting a higher penalty range [Bylaw 19.12.3.2-(l)].
2. Mitigating factors (Bylaw 19.12.4.2).
  - a. Prompt acknowledgement of and acceptance of responsibility for the violation(s). [NCAA Bylaw 19.12.4.2-(b)]

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<sup>4</sup> The 2021 NCAA Division I COVID-19 Question and Answer Guide stated that although institutional staff members may provide a current student-athlete's contact information to a prospective student-athlete, a coaching staff member may not arrange or facilitate an in-person meeting or visit between a prospective student-athlete and a student-athlete during a dead period (Page No. 20).

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- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

None.

**V. PARTIES' AGREED-UPON PENALTIES<sup>5</sup>**

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

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

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

1. Show-cause order: Then assistant football coach 2 violated COVID-19 recruiting dead period restrictions. Therefore, then assistant football coach 2 shall be subject to a one-year show-cause order from **December 15, 2023, through December 14, 2024**. In accordance with Bylaw 19.12.6.4 and Committee on Infractions Internal Operating Procedure 5-15-5, any employing member institution shall restrict then assistant football coach 2 from involvement in any recruiting activities, including communications and on- or off-campus contact with prospective student-athletes for a consecutive 23-day period during the January and February 2024 recruiting contact period.<sup>6</sup> Additionally, during the one-year show-cause, any employing member institution shall require then assistant football coach 2 to attend the annual Regional Rules Seminar at his own expense. Any member institution that employs then assistant

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<sup>5</sup> 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.

<sup>6</sup> Then assistant football coach 2 is currently employed as a head football coach at a separate member institution. From January 16 to February 3, 2023, while employed at the separate institution, then assistant football coach 2 self-imposed recruiting restrictions of no on- or off-campus recruiting, which resulted in a reduction of 13 days during a contact period and one day during a quiet period.

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football coach 2 in an athletically related position during the one-year show-cause period, 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.

### **VI. PARTIES TO THE CASE**

#### **A. In agreement with the negotiated resolution (the parties).**

Then assistant football coach 2.

#### **B. Not in agreement with the negotiated resolution.**

The institution and head football coach.

### **VII. 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 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 – Mitigated for then assistant football coach 2.

If a hearing panel approves the negotiated resolution, then assistant football coach 2 agrees that he will take every precaution to ensure that the terms of the penalties are observed. Then assistant football coach 2 acknowledges that he has or will impose and follow the penalties contained within the negotiated resolution and that these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by then assistant football coach 2 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.

## NEGOTIATED RESOLUTION

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December 15, 2023

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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 hearing panel will issue instructions for processing of 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.

### **VIII. 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 – Mitigated for then assistant football coach 2. The agreed-upon penalties align with the ranges identified for core penalties for Level II – Mitigated cases 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 then assistant football coach 2 that he should take every precaution to ensure that he observes the terms of the penalties. The COI will monitor then assistant football coach 2 during the effective period. Any action by then assistant football coach 2 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

Rich Ensor  
Kendra Greene  
Jeremy Jordan  
Susan Lipnickey  
Steve Madva  
Vince Nicastro  
Dave Roberts, chief hearing officer

NEGOTIATED RESOLUTION<sup>1</sup>

University of Michigan – Case No. 020002

April 10, 2024

**I. CASE SYNOPSIS**

The University of Michigan (Michigan) and NCAA enforcement staff agree with the violations and penalties detailed below. On August 8, 2023, a hearing panel of the NCAA Division I Committee on Infractions approved a negotiated resolution for assistant football coach, then graduate assistant football coach, then assistant football coach 1 and then director of recruiting for Agreed-Upon Finding of Fact No. 1. On December 15, 2023, a hearing panel approved a negotiated resolution for then assistant football coach 2 for Agreed-Upon Finding of Fact No. 1. Jim Harbaugh (Harbaugh), head football coach, is not party to this agreement and is no longer employed at an NCAA institution.<sup>2</sup>

In late April 2021, the institution contacted the enforcement staff to discuss its discovery and preliminary review of potential violations of football noncoaching staff participating in coaching activities during the 2021 spring practice period. Subsequently, in early July 2021, the enforcement staff received information that football noncoaching staff members participated in and/or were present for individual on-campus evaluations with football prospective student-athletes in June 2021. The institution and enforcement staff reviewed 2021 spring practice film, documentation for the 2021 spring practice period and the June 2021 on-campus evaluations and interviewed several football student-athletes, a football prospective student-athlete, football coaching staff, noncoaching staff and athletics department administrators.

As a result of the collaborative investigation, the institution and enforcement staff determined that three football analysts regularly provided technical or tactical instruction to football student-athletes during practice and position-specific film review, participated in on-field activities and made or assisted in making tactical decisions during on-field practice. The investigation also confirmed that, in June 2021, seven analysts impermissibly participated in and/or were present for one or more individual on-campus evaluations of 28 football prospective student-athletes.

In early February 2022, while the institution, Harbaugh and enforcement staff were discussing processing options for the allegations of noncoaching staff violations and related derivative violations, the enforcement staff received information that a football prospective student-athlete and his father met in person with football staff members while visiting the institution in February 2021 during the COVID-19 recruiting dead period. The institution and enforcement staff subsequently reviewed recruiting documentation, expense reports and available telephone records for the football program for the spring of 2021 and interviewed football prospective student-

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<sup>1</sup> 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.

<sup>2</sup> On August 11, 2023, a hearing panel determined that the allegations involving the then head football coach (Harbaugh) will be conducted via full hearing, and the enforcement staff issued a December 18, 2023, notice of allegations.

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April 10, 2024

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athletes, prospects' fathers and football staff members. The collaborative investigation revealed that football staff members arranged for and/or met in person with three then football prospective student-athletes and two of the prospects' fathers on campus and/or in the institution's locale in January, February and March 2021.

Additionally, during his October 2022 interview and while employed at the institution, Harbaugh provided false information. Specifically, Harbaugh initially reported that he did not recall the meetings and, when questioned further, stated that he disputed meeting with football prospective student-athletes 2 and 3 and their fathers in February and March 2021 during the COVID-19 recruiting dead period.

The institution and enforcement staff agree that the scope of the underlying violations supports that Harbaugh did not promote an atmosphere of compliance or monitor the football program. Further, the institution did not deter, prevent and/or detect the football staff members' impermissible contacts with football prospective student-athletes or ensure the football program's compliance with restrictions on noncoaching staff members in practice from January through April 2021 and evaluation activities during June 2021.

The institution acknowledges that the provision of false information is presumptively a Level I violation and the institution's case must therefore be processed at that level despite the fact that the underlying violations and derivative failure to monitor are Level II. The institution and enforcement staff agree that the combination of the facts, underlying violations, penalties imposed by the institution on the program and involved parties, resolution method and case precedent support that processing this case as Level I – Mitigated for the institution is in the best interests of the Association and the agreed-upon penalties are not manifestly unreasonable. The parties previously agreed to a Level II – Standard classification and correlating penalties in a prior negotiated resolution submission advanced to a hearing panel. The institution and enforcement staff have since agreed to a Level I – Mitigated classification based upon three primary factors: (a) recognition of the hearing panel's concern in the leveling of the unethical conduct charge for the then head coach; (b) the institution immediately self-imposed meaningful penalties on the football program and involved individuals following the prior attempt at negotiated resolution, including a multigame suspension and recruiting restrictions for the then head coach; and (c) the institution contributed significant attention and resources to expedite final resolution of the matter, including revisiting negotiated resolution as Level I following the December 18, 2023, issuance of the notice of allegations and Harbaugh's January 24, 2024, acceptance of employment with the NFL.

## II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 11.7.6, 13.02.5.5,<sup>3</sup> 13.1.2.1, 13.1.2.7-(a), 13.2.1 and 13.7.1.4 (2020-21)] (Level II)

The institution and enforcement staff agree that on or around late January, February 27 and 28, and March 20 and 21, 2021, during the COVID-19 recruiting dead period, Harbaugh, then assistant football coaches 1 and 2, assistant football coach, then graduate assistant football coach and then director of recruiting for football had impermissible recruiting contact with and/or provided impermissible inducements to three then football prospective student-athletes and their fathers. Specifically:

- a. Around late January 2021, members of the football staff provided then football prospective student-athlete 1 access to the football facilities and met with him in the football weightroom. [NCAA Bylaws 13.02.5.5 and 13.2.1 (2020-21)]
- b. On or around February 27, 2021, then director of recruiting, then assistant football coach 1, assistant football coach and then graduate assistant football coach met then football prospective student-athlete 2 and his father at a local restaurant and the football program provided a discounted meal. Additionally, on or around February 28, then director of recruiting coordinated for football prospective student-athlete 2 and his father to meet with then director of recruiting and Harbaugh for a cost-free meal at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5, 13.1.2.1, 13.2.1 and 13.7.1.4 (2020-21)]
- c. On or around February 27, 2021, then director of recruiting arranged for a football recruiting intern to provide football prospective student-athlete 2 and his father with a tour of the institution's campus. Additionally, subsequent to the February 28 meal with Harbaugh and at Harbaugh's direction, football prospective student-athlete 2 and his father followed Harbaugh to the institution's football facilities. Harbaugh then provided football prospective student-athlete 2 and his father access to the institution's football facilities and members of the football staff provided football prospective student-athlete 2 and his father a tour of the football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]
- d. In March 2021, then director of recruiting and then assistant football coach 2 arranged for then football prospective student-athlete 3 and his father to meet football student-athlete 1, football prospective student-athlete 1 and football prospective student-athlete 1's father at a local restaurant during football prospective student-athlete 3 and his father's March 20

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<sup>3</sup> As a result of the COVID-19 pandemic, the NCAA Division I Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021. The COVID-19 recruiting dead period was implemented to protect the health and safety of coaches, student-athletes and prospective student-athletes.

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and 21 visit to the institution's campus and locale. [NCAA Bylaws 13.02.5.5,<sup>4</sup> 13.1.2.7-(a) and 13.2.1 (2020-21)]

- e. On or around March 21, 2021, then director of recruiting coordinated for then director of recruiting, Harbaugh and then assistant football coaches 1 and 2 to meet with football prospective student-athlete 3 and his father at a local restaurant. [NCAA Bylaws 11.7.6, 13.02.5.5 and 13.1.2.1 (2020-21)]
- f. On or around March 21, 2021, then director of recruiting arranged for a football recruiting intern to provide football prospective student-athlete 3 and his father with a tour of the institution's campus. Additionally, members of the football staff met in person with football prospective student-athlete 3 and his father when they visited the institution's football facilities. [NCAA Bylaws 13.02.5.5, 13.2.1 and 13.7.1.4 (2020-21)]

This finding of fact serves as part of the basis for Agreed-Upon Findings of Fact Nos. 4 and 5.

- 2. [NCAA Division I Manual Bylaws 11.7.1, 11.7.1.1, 11.7.1.1-(a), 11.7.1.1-(b), 11.7.3, 11.7.6 and 13.11.1 (2020-21)] (Level II)

The institution and enforcement staff agree that from February through April 2021 and during June 2021, seven noncoaching staff members impermissibly participated in coaching activities, including on and off-field activities, providing technical and tactical instruction to football student-athletes and/or participating in on-campus evaluations with football prospective student-athletes. As a result, the football program exceeded the permissible number of countable coaches and conducted impermissible tryouts. Specifically:

- a. From February through April 2021 during the institution's spring practice period, three football analysts regularly provided technical or tactical instruction to football student-athletes during practice and position-specific film review, participated in on-field activities and made or assisted in making tactical decisions during on-field practice. [NCAA Bylaws 11.7.1, 11.7.1.1, 11.7.1.1-(a), 11.7.1.1-(b), 11.7.3 and 11.7.6 (2020-21)]

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<sup>4</sup> The 2021 NCAA Division I COVID-19 Question and Answer Guide stated that although institutional staff members may provide a current student-athlete's contact information to a prospective student-athlete, a coaching staff member may not arrange or facilitate an in-person meeting or visit between a prospective student-athlete and a student-athlete during a dead period (Page No. 20).



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- b. During June 2021, seven football analysts participated in and/or were present for one or more individual on-campus evaluations of 28 football prospective student-athletes. [NCAA Bylaw 13.11.1 (2020-21)<sup>5</sup>]

This finding of fact serves as part of the basis for Agreed-Upon Findings of Fact Nos. 4 and 5.

3. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2022-23)<sup>6</sup>] (Level I)

The institution and enforcement staff agree that on October 4, 2022, during an interview with the institution and enforcement staff, Harbaugh failed to cooperate when he provided false or misleading information regarding his knowledge of and/or involvement in the impermissible in-person on and off-campus recruiting contact detailed in Agreed-Upon Findings of Fact Nos. 1-b, 1-c and 1-e. Specifically, Harbaugh denied he met with then football prospective student-athlete 2 and football prospective student-athlete 2's father in February 2021 and then football prospective student-athlete 3 and football prospective student-athlete 3's father in March 2021. However, the factual information establishes Harbaugh met with the football prospective student-athletes and their fathers.

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

The institution and enforcement staff agree that from January through April 2021 and during June 2021, Harbaugh is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 and 2 and did not rebut the presumption of responsibility. Specifically:

- a. Harbaugh did not demonstrate that he promoted an atmosphere of compliance when he failed to engage the compliance staff to ensure the football staff followed NCAA legislation regarding the football staff's involvement in on-campus evaluations and on and/or off campus in-person contact with football prospective student-athletes as detailed in Agreed-Upon Findings of Fact Nos. 1 and 2-b. Additionally, he was personally involved in the violations detailed in Agreed-Upon Findings of Fact Nos. 1-b, 1-c and 1-e. [NCAA Bylaw 11.1.1.1 (2020-21)]

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<sup>5</sup> During its April 14 and 15, 2021, meeting, NCAA Division I Council agreed the COVID-19 recruiting dead period would expire May 31, 2021. Council also approved a blanket waiver to permit on-campus evaluations of prospective student-athletes in football from June 1 through 27 and July 25 through 31, 2021. Accordingly, April 16, 2021, the 2021 NCAA Division I COVID-19 Question and Answer Guide updates included the blanket waiver and stated that countable coaches and graduate assistant coaches could conduct the on-campus evaluations but that sport-specific noncoaching staff members were not allowed to be present. (Page Nos. 23 through 26)

<sup>6</sup> Proposal 2022-17, effective January 1, 2023, amended NCAA Bylaw 10.1 and renumbered and amended Bylaw 19.2.1 (responsibility to cooperate) to Bylaw 19.2.3.

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- b. Harbaugh did not demonstrate that he adequately monitored the activities of his staff when he failed to conduct spot checks of the football staff's practice activities and/or evaluate whether his monitoring systems were effective regarding Agreed-Upon Finding of Fact No. 2. Despite the football coaches' and the noncoaching staff's acknowledgment of the institution's provision of rules education regarding noncoaching staff restrictions, Harbaugh did not notice three noncoaching staff members regularly engaged in impermissible coaching activities in the presence of the assistant football coaches. Furthermore, Harbaugh failed to establish and communicate clear expectations for the football staff's in-person interactions during football prospective student-athletes' in-person visits to the institution's campus and locale in the spring and summer of 2021 regarding the violations detailed in Agreed-Upon Findings of Fact Nos. 1 and 2-b. [NCAA Bylaw 11.1.1.1 (2020-21)]

### 5. [NCAA Division I Manual Constitution 2.8.1 (2020-21)] (Level II)

The institution and enforcement staff agree that from January through April 2021 and during June 2021, the scope and nature of the violations detailed in Agreed-Upon Findings of Fact Nos. 1 and 2 demonstrate that the institution did not (a) effectively deter and/or detect the football program's impermissible in-person on-campus and off-campus interactions with football prospective student-athletes and (b) ensure the football program's compliance with noncoaching staff member legislation during the 2021 spring practice period and on-campus evaluation restrictions.

### **B. Agreed-upon aggravating and mitigating factors.**

Pursuant to NCAA 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 I – Mitigated for the institution.

#### **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. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [NCAA Bylaw 19.12.3.1-(i)].

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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. Institution self-imposed meaningful corrective measures and/or penalties [NCAA Bylaw 19.12.4.1-(c)].
- c. An established history of self-reporting Level III violations [NCAA Bylaw 19.12.4.1-(e)].
- 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)].

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

None.

**V. PARTIES' AGREED-UPON PENALTIES<sup>7</sup>**

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

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

**Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.6)**

1. Three years of probation from **April 10, 2024, through April 9, 2027.**

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<sup>7</sup> 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.

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2. The institution shall pay a fine of \$5,000 + 1% of its budget for the football program to the NCAA.<sup>8</sup>
3. Recruiting restrictions:
  - a. The institution reduced the number of official visits to a total of 55 during April 1, 2023, through March 31, 2024.<sup>9</sup>
  - b. The institution prohibited unofficial visits for two home games of the 2023 football season. The institution shall prohibit unofficial visits for two weeks during the 2024-25 academic year.
  - c. The institution shall prohibit all recruiting communications for a total of four weeks between April 1, 2024, through March 31, 2025.
  - d. The institution prohibited the head football coach from all off-campus recruiting during the September 1 through November 26, 2023, evaluation period.
  - e. The institution prohibited off-campus recruiting for assistant football coach for two weeks during the April 15 through May 31, 2023, spring evaluation period.
  - f. The institution prohibited off-campus recruiting for then graduate assistant football coach for a one-week period during the April 15 through May 31, 2023, spring evaluation period.
  - g. The institution reduced the total number of evaluation days by 21 for the April 15 through May 31, 2023, spring evaluation period and reduced the number of evaluation days by four for the September 1 through November 26, 2023, fall evaluation period.

### **Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.8)**

4. Public reprimand and censure through the release of the negotiated resolution agreement.
5. The institution will issue letters of admonishment to assistant football coach and then graduate assistant football coach.

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<sup>8</sup> The fine from the football program's budget must be calculated in accordance with Committee on Infractions Internal Operating Procedures 5-15-6 and 5-15-6-1.

<sup>9</sup> The Division I Council issued a June 29, 2023, blanket waiver which increased the institutional official visits limit for football by 14 (from 56 to 70) during the April 1, 2023, through March 31, 2024, recruiting cycle. At the 2024 Convention, Proposal 2023-44 was adopted to legislatively increase the limit of official visits in football from 56 to 70 effective April 1, 2024.

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6. All noncoaching staff members shall be removed from five consecutive days of practice of the 15 postseason practice sessions (excluding the spring game) during the designated 2024 spring practice segment. The prohibition begins at 12:01 a.m. and ends at 11:59 p.m. on each of the five practice days. During that period, noncoaching staff members may not participate in any practice-related activities where student-athletes are present (i.e., on-field practices, walk-throughs, film review sessions).
7. 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 Office of the Committees on Infractions (OCOI) by **September 15, 2024**, 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 15** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to NCAA countable coach and recruiting legislation.
  - d. Inform football prospective student-athletes in writing that the institution 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 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 football 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.

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8. 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.

### **VI. PARTIES TO THE CASE**

#### **A. In agreement with the negotiated resolution (the parties).**

Michigan.

#### **B. Not in agreement with the negotiated resolution.**

Harbaugh.

### **VII. 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 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 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution.

If a hearing panel approves the negotiated resolution, the institution agrees that they will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that they have or will impose and follow the penalties contained within the negotiated resolution and that these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by the institution 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.

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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 hearing panel will issue instructions for processing of 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.

### **VIII. 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 I – Mitigated for Michigan. The agreed-upon penalties align with the ranges identified for core penalties for Level I – Mitigated cases 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 Michigan that it should take every precaution to ensure that it observes 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. Any action by the institution 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

Rich Ensor  
Kendra Greene  
Jeremy Jordan  
Susan Lipnickey  
Steve Madva  
Vince Nicastro  
Dave Roberts, chief hearing officer

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APPENDIX

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**APPENDIX**

**UNIVERSITY OF MICHIGAN'S CORRECTIVE ACTIONS**

1. The institution suspended Harbaugh from the first three football contests of the 2023 season.
2. The institution provided targeted rules education to the entire football staff concerning the limitations on noncoaching staff member responsibilities.
3. The institution's compliance staff increased its in-person monitoring of football practices and sideline activities for 2022-23 and 2023-24.