

NEGOTIATED RESOLUTION¹

University of Oklahoma – Case No. 020305

August 27, 2024

I. CASE SYNOPSIS

The University of Oklahoma (Oklahoma); DeMarco Murray (Murray), assistant football coach; Brent Venables (Venables), head football coach; Tim Langford (Langford), former head track and field coach; and NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree this case should be resolved as Level II – Mitigated for the institution, Murray and Venables and Level I – Aggravated for Langford.

Violations in the Football Program

The case originated August 28, 2023, when Oklahoma reported NCAA violations related to impermissible recruiting contact between Murray and 17 football prospective student-athletes. The violations included 65 impermissible phone calls and 36 impermissible text messages over 16 months. Oklahoma discovered the violations during a routine review of phone records. As a result of the violations, Oklahoma self-imposed recruiting penalties for Murray and the football staff that included: (1) prohibiting the football staff from calling the involved prospective student-athletes; (2) reducing the football program's evaluation days in the spring of 2023 by 20% and limiting Murray's football evaluation days in the spring of 2023 to eight days; and (3) prohibiting calls and electronic correspondence/recruiting material to all prospective student-athletes, including no written offers of aid and no off-campus recruiting, during the fall 2023 evaluation period.

After reviewing the self-report, the enforcement staff began a collaborative investigation with the institution. From October 2023 through January 2024, the enforcement staff requested and reviewed relevant documents, interviewed multiple individuals and engaged in substantive discussions with Oklahoma about resolution of the matter. The investigation established that the institution properly educated the football staff, including Murray, on COVID-19 recruiting waivers and contactable football prospective student-athletes prior to and during the time of the violations. Murray reported that he did not know the COVID-19 waiver had expired and made the impermissible contacts by mistake.²

At the time of the violations, Oklahoma had in place compliance monitoring systems related to telephone communication. Specifically, compliance policy required that sport programs upload prospective student-athletes' profiles, including phone numbers, in the compliance software once recruitment began. The institution then monitored all calls placed to prospective student-athletes via the software. However, in this instance, the institution was unable to immediately detect

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

² Four impermissible calls were made to prospective student-athletes not covered by the waiver.

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Murray's impermissible calls and text messages because the football recruiting staff had not uploaded the identified prospects' general recruiting profiles (including some contact information) to the recruiting software since the prospects had not yet reached permissible recruitable age (as defined by NCAA legislation in fall 2022). Further, with the phone recruiting software, there is a lag of approximately two months in the production of phone records by the provider that cannot be avoided.

Violations in the Track and Field Program

On October 10, 2023, Oklahoma submitted information and documents to the enforcement staff regarding violations in the track and field program. Oklahoma detected the violations July 13, 2023, when then track and field student-athlete (student-athlete 1) first called then emailed the director of compliance-financial aid, inquiring about her Alston funds and a perceived lack of athletically related financial aid. The director of compliance explained to student-athlete 1 that the increase to her athletics aid in April 2023 met student-athlete 1's cost of attendance, and therefore she could not receive any additional aid. Student-athlete 1 then explained that she did not receive the entirety of the athletics aid increase because Langford directed her to give part of the increase to her two roommates, men's track and field student-athlete 2 (student-athlete 2) and student-athlete 3 (student-athlete 3). As a result, Oklahoma began an investigation.

During the institution's investigation, student-athlete 1 provided documentation showing the institution's April 19, 2023, deposit of \$3,060 into her account, and on the same day, two electronic transfers of \$1,010 from student-athlete 1 to student-athlete 2 and student-athlete 3. According to the three student-athletes, they each heard Langford on speakerphone give the direction to student-athlete 1.

From October through December 2023, the enforcement staff requested and reviewed relevant documents and interviewed multiple individuals. During his interview, Langford denied any involvement in the violations. Through this negotiated resolution he agrees that he provided false and misleading information when he denied involvement in the violations. As a result, Langford agrees to the additional post-separation violation.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.1.3.1.2 (2021-22)³ and 13.1.3.1.3 and 13.4.1.1 (2022-23)] (Level II)

³ Bylaw 13.1.3.1.2 [exception – football (FBS/FCS)] was renumbered to Bylaw 13.1.3.1.3 effective January 20, 2022.

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The institution, Murray and enforcement staff agree that from December 14, 2021, through April 7, 2023, Murray violated NCAA recruiting communication legislation by sending 36 impermissible recruiting text messages and placing 65 impermissible recruiting telephone calls to 17 prospective football student-athletes and three family members prior to the permissible time period.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level II)

The institution, Venables and enforcement staff agree that from January 1 until April 7, 2023, Venables is responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1.⁴

3. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 12.11.1, 15.5.3.1.1 and 16.11.2.1 (2022-23)] (Level II)

The institution, Langford and enforcement staff agree that on April 19, 2023, Langford violated the principles of ethical conduct when he knowingly arranged for the provision of impermissible benefits in the form of living expenses to two men's track and field student-athletes. The approximate value of the impermissible benefits was \$2,020. Specifically, Langford directed student-athlete 1 to provide a total of \$2,020 of her athletically related financial aid to student-athlete 2 and student-athlete 3 to help them pay rent. As a result of the impermissible benefits, student-athlete 2 competed while ineligible in four contests and student-athlete 3 competed while ineligible in five contests. The provision also resulted in the men's track and field program exceeding the team's equivalency limit by .05 for the 2022-23 academic year.

4. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level II)

The institution, Langford and enforcement staff agree that on April 19, 2023, Langford is responsible for the violations detailed in Agreed-Upon Finding of Fact No. 3.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.⁵

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24)] (Level I)

Langford and the enforcement staff agree that on December 15, 2023, after his employment with Oklahoma ended, Langford failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of

⁴ The enforcement staff determined that pursuant to Bylaw 11.1.1.1, Venables rebutted the presumption that he was responsible for the violations that occurred prior to January 1, 2023, as detailed in Agreed-Upon Finding of Fact No. 1.

⁵ The post-separation violations occurred while Langford was not employed at the institution and do not attach to the institution.

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and/or involvement in the provision of impermissible benefits of then Oklahoma track and field student-athletes as detailed in Agreed-Upon Finding of Fact No. 3. The factual record indicates that Langford was directly involved in the activity.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated for the institution, Murray and Venables and Level I – Aggravated for Langford.

In reaching a mitigated classification for the institution, the parties agreed that additional weight should be given to "prompt self-disclosure" and "prompt acknowledgement" because the institution immediately notified the enforcement staff after detecting the violations, conducted an immediate and thorough review and quickly submitted a self-report. These steps allowed the enforcement staff to conduct a narrow investigation and substantiate the violations. That, along with the institution's agreement to negotiate a resolution, helped expedite the resolution in this matter.

In reaching a mitigated classification for Murray and Venables, the parties agreed that additional weight should be given to "affirmative steps to expedite final resolution of the matter." Both coaches' prompt acknowledgement of the violations and agreement to a negotiated resolution helped expedite the resolution of this matter.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.1-(d)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
 - d. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
 - e. Intentional, willful, or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].

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2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].
 - b. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
 - c. Institution self-imposed meaningful corrective measures and/or penalties [Bylaw 19.12.4.1-(c)].
 - d. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.1-(d)].
 - e. An established history of self-reporting Level III or secondary violations [Bylaw 19.12.4.1-(e)].⁶
 - f. The absence of prior conclusions of Level I, Level II, or major violations committed by the institution within the past 10 years [Bylaw 19.12.4.1-(h)].

Involved Individual (Murray):

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 NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violation. [Bylaw 19.12.4.2-(b)].
 - b. Affirmative steps to expedite final resolution of the matter, including 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)].

⁶ The institution reported approximately 150 Level III or secondary violations from 2019 to 2023, approximately 30 violations each year.

Involved Individual (Venables):

1. Aggravating factor (Bylaw 19.12.3.2).

The enforcement staff did not identify any aggravating factors.

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Prompt acknowledgement of and acceptance of responsibility for the violation [Bylaw 19.12.4.2-(b)].
- b. Affirmative steps to expedite final resolution of the matter, including 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 (Langford):

1. Aggravating factors (Bylaw 19.12.3.2).

- a. Multiple Level I and/ or multiple Level II violations [Bylaw 19.12.3.2-(a)].
- 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-(b)].
- c. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
- d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
- e. One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
- f. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaws 19.12.3.2-(i)].

2. Mitigating factor (Bylaw 19.12.4.2).

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

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

Head coach responsibility for Venables.

Venables was not personally involved in violations or aware of the underlying impermissible contacts by Murray, and he demonstrated that he promoted an atmosphere of compliance and monitored his staff. Accordingly, the parties agreed that a suspension penalty was not appropriate; however, Venables will be subject to the institutional recruiting restrictions outlined below.

V. PARTIES' AGREED-UPON PENALTIES⁷

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. One year of probation from August 27, 2024, through August 26, 2025.
2. The institution shall pay a fine of \$5,000.
3. Scholarship Reductions: The institution reduced the men's track and field equivalency limit by .1 (a two-for-one reduction) for the 2023-24 academic year. (Self-imposed)
4. Recruiting restrictions:
 - a. The institution prohibited the football program from calling the involved football prospective student-athletes from May 29 through June 11, 2022, (regarding the violation that occurred on December 14, 2021) and April 15

⁷ 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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- through May 31, 2023, (regarding the additional impermissible calls and texts). (Self-imposed)
- b. The institution reduced football evaluation days in the spring of 2023 by 20%. (Self-imposed)
 - c. The institution prohibited the football program from calling or providing electronic correspondence and recruiting materials to the involved football prospective student-athletes from August 1 through August 31, 2023. (Self-imposed)
 - d. The institution limited Murray's football evaluation days in the spring of 2023 to eight days (based upon an average of 16.4 days permitted per allowable recruiting coach). (Self-imposed)
 - e. The institution prohibited Murray from off-campus recruiting during the 2023 fall evaluation period. (Self-imposed)
 - f. Between December 8, 2024, through March 31, 2025, the institution shall prohibit the football program from calling and sending electronic correspondence and recruiting materials to all football prospective student-athletes for three weeks.
 - g. The institution will prohibit unofficial visits for the first game of the 2024 season.
5. Suspension: Bylaw 19.12.6.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any employing member institution shall suspend Murray from one contest of the 2024 football season. Murray will not be present in the facility where the contest is played or have any 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 contest and ends at 11:59 p.m. that day. During that period, Murray may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The result of the contest shall not count toward Murray's career coaching record.

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

6. Langford violated the principles of ethical conduct when he knowingly arranged for the provision of impermissible benefits to two men's track and field student-athletes. Further, Langford failed to cooperate when he provided false and misleading information. Therefore, Langford shall be subject to a four-year show-

cause order from August 27, 2024, through August 26, 2028. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Langford from: (1) all athletically related activity during the first two years of the show-cause period and (2) off-campus recruiting activities during the last two years. Additionally, Langford shall attend the annual NCAA Regional Rules Seminar during the four-year show-cause period at his own expense. Further, Langford shall be prohibited from signing any documents related to financial aid provided to student-athletes or prospective student-athletes (written offers, grand- in- aid forms, scholarship renewals, etc.); nor shall he electronically communicate (email, text, etc.) financial aid offers to student-athletes, prospective student-athletes, or their families. Any member institution that employs Langford in an athletically related position 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.⁸

7. Head coach suspension: Bylaw 19.12.6.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Langford in an athletically related position shall suspend Langford from 50% of the track and field regular season contests during the first season of employment within the first two years of the show-cause period. Because the show-cause order restricts Langford from all athletically related activity during the first two years of the show-cause period, the suspension is subsumed within the show-cause order. The provisions of this suspension apply to all athletically related duties and require that Langford not be present with or have contact or communication with track and field coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the suspension period 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 the suspension period, Langford may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.2 to replace Langford on a temporary basis during the period of suspension. The results of those contests from which Langford is suspended shall not count

⁸ Despite Langford's Level I-Aggravated classification, his agreed-upon show-cause order deviates from the legislated penalty guidelines for Level I-Aggravated cases. Specifically, Figure 19-1 provides a show-cause range of three years to lifetime for Level I-Aggravated cases. That range contemplates restrictions on *all athletically related duties*. In this agreement, Langford agreed to a four-year show-cause order. Although the length of the show-cause order aligns with the penalty guidelines, the latter two years of the show-cause order are limited to off-campus recruiting and financial-aid-related restrictions. Therefore, the show-cause order deviates from the penalty guidelines. In accordance with Bylaw 19.12.8, deviation from the penalty guidelines is permitted provided that the written agreement explains the basis for its prescription of core penalties different than those set forth in Figure 19-1. Although not expressly stated, it appears that the deviation in Langford's show-cause restrictions sought to address his specific conduct in this case. Despite the lack of explanation, the panel defers to the parties' agreed-upon penalty. To avoid further speculation, the panel expects that future agreements will expressly identify and explain any deviations from Figure 19-1.

toward the coach's career record if he is in the role of a head coach at the time of suspension.

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

8. Public reprimand and censure through the release of the negotiated resolution agreement.
9. Vacation of team records: Ineligible participation in the track and field program occurred in April 2023, as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. However, the individual records, finishes and any awards for all student-athletes shall be retained.⁹ Further, the institution's records regarding the affected sport programs, as well as the records of the head coaches, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coaches shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport programs shall be returned to the Association.

⁹ Recently, the COI adopted an IOP identifying extenuating circumstances where the committee *may* decline to vacate individual student-athlete records. See COI IOP 5-15-9-1. Specifically, the COI shall consider whether: the prospect or student-athlete was involved in or had knowledge of the violations; the violations were administrative in nature or caused by a good faith misunderstanding; the violations resulted in more than a limited benefit or competitive advantage; and the violations involving the prospect or student-athlete were Level III. The parties did not expressly identify which of these factors led them to agree that individual records should not be vacated in this case. However, based on the NR, it appears that the ineligible competition by the two men's track and field student-athletes may have resulted in a minimal competitive advantage. Additionally, due to Langford's direction of the impermissible benefits, it is unclear whether the student-athletes were aware of their involvement in violations. For these reasons, the panel determines that the lack of a vacation of individual records is not manifestly unreasonable. The panel's determination has no bearing on future panels' consideration of vacation of records penalties. Further, if applicable, future agreements should expressly identify which factors in COI IOP 5-15-9-1 resulted in the parties declining to vacate individual student-athletes' records.

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Finally, to aid in accurately reflecting all institutional vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

10. During this period of probation, the institution shall:

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
- b. Submit a preliminary report to the OCOI by October 15, 2024, setting forth a schedule for establishing this compliance and educational program.
- c. File with the OCOI an annual compliance report indicating the progress made with this program by June 30, 2025. Particular emphasis shall be placed on rules education and monitoring related to recruiting communication and extra benefits.
- d. Inform prospects in the football and track and field programs in writing that the institution is on probation for one year 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 website "landing page" and in the media guides for the football and track and field programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA

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Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

11. Following the receipt of the final compliance report and prior to the conclusion of probation, 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. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the NCAA 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 II – Mitigated for the institution, Murray and Venables and Level I – Aggravated for Langford.

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

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

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II – Mitigated for Oklahoma, Murray and Venables and Level I – Aggravated for Langford. The agreed-upon penalties align with the ranges identified for core penalties for Level II – Mitigated and Level I – Aggravated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Oklahoma, Murray, Venables and Langford that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or the involved 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
Steve Madva
Kay Norton, chief hearing officer
Amy Parsons

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UNIVERSITY OF OKLAHOMA'S CORRECTIVE ACTIONS

1. The institution terminated Langford's employment
2. Murray will be issued a letter of warning.
3. Murray was required to attend the NCAA Regional Rules Seminar in June 2024 at his own expense.