



**UNIVERSITY OF MICHIGAN  
PUBLIC INFRACTIONS DECISION  
August 15, 2025**

## **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 highly publicized violations in the football program at the University of Michigan (Michigan).<sup>2</sup> At the core of this case was an impermissible scouting scheme orchestrated and directed by former football staff member Connor Stalions (Stalions). In addition to that conduct, multiple football staff members were involved in unrelated recruiting violations. The underlying violations resulted in a head coach responsibility violation for former head football coach Jim Harbaugh (Harbaugh), and a failure to monitor violation for the institution. Further, several individuals failed to cooperate with the investigation and processing of this case.

The panel processed violations for two involved individuals—former assistant football coaches Jesse Minter (Minter) and Steve Clinkscale (Clinkscale)—through separate negotiated resolutions (NRs), in which those individuals agreed to facts, violations and penalties. The approved NRs can be found at Appendices Two and Three of this decision, respectively.

Setting aside the separate recruiting violations, this case centered on Stalions—the architect behind an elaborate impermissible scouting scheme. By his own admission, Stalions expended significant resources and effort to plan the scheme, decipher signals, and document the signals for use by other staff members. In his role, Stalions had access to key members of Michigan’s coaching staff. Aspects of the record suggest that there may have been broader acceptance of the scheme throughout the program. At a minimum, there was a willful intent not to learn more about Stalions’ methods. However, the true scope and scale of the scheme—including the competitive advantage it conferred—will never be known due to individuals’ intentional destruction and withholding of materials and information. That said, this case and the decision that follows are limited to the information ultimately demonstrated through the NCAA enforcement staff’s investigation.

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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> A member of the Big Ten Conference, Michigan has an enrollment of approximately 34,500 students. It sponsors 14 men's and 15 women's sports. This is the institution's fifth Level I, Level II or major infractions case. Michigan’s prior cases occurred in 2024 (football), 2010 (football), 2003 (men’s basketball) and 1991 (baseball).

During the 2021, 2022 and 2023 football seasons, Stalions directed and arranged for individuals to conduct off-campus, in-person scouting of Michigan's future regular season opponents. In doing so, Stalions purchased game tickets and transferred them to those individuals. While in attendance, they filmed the signal callers on the future opponents' sidelines and then provided that film to Stalions. Using the footage they collected, Stalions then deciphered their signals. Additionally, on one occasion, Stalions personally attended a future opponent's contest. In total, 56 instances of off-campus, in-person scouting of 13 future regular season opponents occurred across 52 contests. Stalions' conduct resulted in a collective Level I violation.

In addition to the scouting violation, the investigation also uncovered recruiting violations in the football program. Those violations centered around four different prospects. Specifically, in the spring and summer of 2023, Clinkscale and former assistant director of player personnel Denard Robinson (Robinson) provided impermissible recruiting inducements to a prospect (prospect 1) and his parents in the form of gear, transportation and a meal. Additionally, Clinkscale provided two more inducements when he attempted to secure Instagram "blue check verification" for a prospect (prospect 2) and gave a charitable donation to the father of another prospect (prospect 3). Further, between January and April 2023, Minter and assistant football coach Chris Partridge (Partridge) sent a total of nearly 100 text messages to a prospect (prospect 4) prior to the permissible date. Given the timing of when that conduct occurred, both the inducements and the impermissible text contacts are Level II violations.

The underlying scouting and recruiting violations in the football program demonstrated that Harbaugh violated the principles of head coach responsibility. As a general matter, head coaches are responsible for the culture and conduct in their program. A key component of that culture is compliance, which is a shared responsibility. Harbaugh did not embrace that responsibility. Harbaugh and his program had a contentious relationship with Michigan's compliance office, leading coaches and staff members to act, at times, with disregard for the rules. Compliance efforts were a one-way street. For the scouting violations that occurred during the 2021 and 2022 seasons, Harbaugh failed to demonstrate that he adequately promoted compliance and monitored his program. Harbaugh is also automatically responsible for the scouting and recruiting violations that occurred after January 1, 2023. This violation is Level I.

At various times throughout this investigation, Stalions, Harbaugh, Robinson and then assistant football coach (and current head football coach) Sherrone Moore (Moore) each failed to cooperate under different provisions of Bylaw 19. To varying degrees, each of these individuals failed to meet the membership's expectations for cooperation. Their conduct ranged from destroying relevant materials to providing false and misleading information during interviews. Each of those violations is Level I, except for Moore's failure to cooperate, which is Level II.

Lastly, the underlying scouting and recruiting violations demonstrate that Michigan failed to monitor its football program. Specifically, and as explained throughout the decision, Michigan's football program and its compliance office were at odds with one another. Michigan's executive senior associate AD and chief student development and compliance officer (chief compliance officer) is a well-respected leader in the industry. In many ways, she did everything she could to

promote compliance. The culture of the football program, however, was more powerful and won the day. The efforts of the chief compliance officer and her staff were not welcomed. Instead, they were rebuked, dismissed and disregarded by the football program. As a result, Michigan failed to create a culture of compliance in the football program. Additionally, and more specific to some of the conduct in this case, Michigan also failed to educate and monitor its football staff and interns. This violation is Level II.

The panel classifies the case as Level I-Aggravated for Michigan, Stalions, Harbaugh and Robinson; Level II-Standard for Moore; and Level II-Mitigated for Partridge. The panel notes that, pursuant to Bylaw 19.12.6.1, Michigan, Harbaugh and Moore are repeat violators. Utilizing the NCAA membership's current penalty guidelines, the panel prescribes the following core penalties for the institution: four years of probation; a multi-million-dollar fine that includes future bowl revenue distribution; and recruiting restrictions. For the involved individuals, the panel prescribes the following core penalties: an eight-year show-cause order for Stalions; a 10-year show-cause order for Harbaugh; a three-year show-cause order for Robinson; and a two-year show-cause order with specific restrictions for Moore.

## II. CASE HISTORY

The conduct in this case came to light on October 17, 2023, when NCAA National Office leadership received information detailing potential instances of impermissible scouting within Michigan's football program. That information arose via a confidential source and was further developed by an investigative firm that provided a report of its findings to the NCAA. Because the reported information suggested a potential real-time and ongoing threat to the integrity and fairness of upcoming football contests, the day after receiving that report, the NCAA notified Michigan and the Big Ten Conference about the alleged conduct.

Following an eight-month investigation that overlapped with the processing of Michigan's 2024 infractions case, the enforcement staff submitted a letter to the COI chair identifying the parties' preliminary determinations on resolution methods.<sup>3</sup> Specifically, Michigan, Stalions, Partridge, Moore and Clinkscale opted to resolve their cases via a full contested hearing, while Minter and Robinson agreed to process their cases via NR.<sup>4</sup> In accordance with Bylaw 19.7.6.2, the COI chair

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<sup>3</sup> Michigan's most recent infractions case also involved violations in its football program—namely, impermissible recruiting activities during the COVID-19 recruiting dead period, impermissible coaching activities, Harbaugh's failure to cooperate and Harbaugh's head coach responsibility violation. *See University of Michigan* (2024). The full decision was released on August 7, 2024, following Harbaugh's written record hearing. The institution processed its case via a separate NR, which the COI approved on April 10, 2024. Other football staff members, including Moore, also agreed to their involvement in the recruiting violations in an August 8, 2023, NR.

<sup>4</sup> Pursuant to Bylaw 19.10.6.1, if some but not all parties in a case agree to process their case via NR, the panel may approve the NR. On December 16, 2024, a three-member panel of the COI reviewed and approved an NR submitted by Minter and the enforcement staff. Although Clinkscale initially contested his allegations and responded to the NOA, he later submitted an NR which was approved by the same panel on February 7, 2025. With respect to Minter and Clinkscale, the NRs are final, and their agreed-upon penalties went into effect on the date of their respective agreements' approvals. Those NRs are included at Appendices Two and Three, respectively.

approved the parties' requests to utilize multiple resolution methods. The chair also determined that the allegations against Harbaugh, whom the enforcement staff designated as a nonparticipating party, were best resolved as part of the full hearing.<sup>5</sup>

The enforcement staff issued a Notice of Allegations (NOA) pertaining to the contested portion of the case on August 23, 2024. At the same time, the enforcement staff issued separate NOAs to Stalions, Partridge and Harbaugh alleging that each engaged in violations following their employment at Michigan. Despite originally agreeing to process his case via NR, Robinson later became unresponsive to the enforcement staff, prompting the COI chair to hold a status conference with those parties on October 17, 2024. Following that videoconference and subsequent correspondence with the enforcement staff, Robinson decided to contest his allegations. At the direction of the COI chair, the enforcement staff revised the NOA to include Robinson's alleged conduct and issued it to the parties on November 13, 2024.<sup>6</sup> On that day, the enforcement staff also amended Stalions' postseparation NOA to incorporate additional allegations.

The parties' deadline to respond to the NOA was originally slated for November 21, 2024. In the weeks leading up to that deadline, Michigan requested a roughly 45-day extension of time to submit its response. In support of its request, Michigan referenced Robinson's change in resolution method and cited its need to address new factual information submitted by the enforcement staff. Michigan also stated that, because the amended NOAs would likely modify some parties' response deadlines, its requested extension would not impact the overall timing of the case's resolution. In a separate letter the following month, Michigan requested a 125-page extension to the legislated 50-page limit for party responses, pointing to the complexity of the allegations and its desire to introduce additional information into the record.

In light of the institution's request, the COI chair extended the response deadline until January 6, 2025, for Michigan, Harbaugh, Partridge and Moore.<sup>7</sup> Due to Robinson's change in resolution method and the amendments to Stalions' postseparation NOA, the response deadline for those individuals was moved to February 11, 2025, to afford the parties the full 90-day response window contemplated by Bylaw 19.8.4.1. The chair also granted all parties a 50-page extension, capping their responses at 100 pages each. Michigan, Harbaugh, Partridge, Moore and Stalions submitted their responses on the date of their respective deadlines. Robinson did not respond to the NOA.

In Michigan's January 6, 2025, NOA response, the institution requested a pre-hearing conference to address its concerns related to the enforcement staff's use of a confidential source. Specifically, Michigan argued that the identity of the confidential source, who later became an on-the-record

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<sup>5</sup> Although previously designated as a nonparticipating party, Harbaugh eventually submitted a written response to the enforcement staff's NOA. However, Harbaugh has otherwise not participated in the resolution of this case.

<sup>6</sup> The enforcement staff revised the NOA again on March 18, 2025. Those revisions altered one subpart of the recruiting inducement allegations.

<sup>7</sup> Recognizing that Bylaw 19.8.4.5 prohibits extensions of time absent exceptional circumstances, the chair granted the extension because it had no impact on the overall timing of the case.

witness, needed to be disclosed to the parties.<sup>8</sup> On January 24, 2025, the COI chair denied Michigan's request for a pre-hearing conference. In doing so, the chair noted the relevant bylaws and COI Internal Operating Procedures (IOPs) that expressly permit the use of confidential sources and mandate the protection of their identities. The chair also noted that Michigan could submit additional briefing on the issue.

On April 9, 2025, the enforcement staff requested an 80-page extension to the legislated 35-page limit for its written reply. Michigan objected to the length of the enforcement staff's request. The panel's chief hearing officer ultimately granted a 65-page extension which, consistent with the other parties, limited the written reply to 100 pages. The enforcement staff submitted its written reply on April 14, 2025.

Michigan submitted a supplemental response to the NOA on May 6, 2025. That response further outlined the institution's concerns with the confidential source, responded to perceived inaccuracies in the written reply and included a list of self-imposed penalties. Regarding the confidential source, Michigan argued that the individual's identity was pertinent to the institution's defense and ability to assess witness credibility. Absent disclosing the identity of the source, the institution suggested that allegations stemming from that individual's statements should be dismissed, or the chief hearing officer should conduct an in camera review of the information relied upon by the enforcement staff. The following week, Stalions submitted a letter raising similar concerns.<sup>9</sup>

On May 12, 2025, the chief hearing officer requested that the enforcement staff answer specific questions about the use of and information provided by the confidential source, as well as audit its record documents to ensure that each was attributable to an on-the-record source. The enforcement staff submitted its reply on May 16, 2025. In that reply, the enforcement staff explained that it did not know the identity of the confidential source upon being contacted by the investigative firm, and it had no conversations with the source prior to an on-the-record interview. Additionally, the enforcement staff explained its process for authenticating and corroborating several of the documents that it received from the investigative firm.

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<sup>8</sup> The use of confidential sources is expressly permitted and an important tool in the NCAA infractions process. Pursuant to Bylaw 19.7.6.5, the enforcement staff may initiate an investigation based on information from a confidential source but may not use confidential source information to support an allegation. In other words, parties may only rely on information attributed to individuals who are willing to be identified. That same bylaw protects the identities of confidential sources from being disclosed to the panel, institution or involved individuals. The enforcement staff's reliance upon a confidential source in this matter became a central issue in some parties' written submissions and at the infractions hearing. Where relevant, those arguments are addressed throughout this decision.

<sup>9</sup> Later, on May 21, 2025, Stalions submitted another letter, this one alleging that certain materials submitted to the enforcement staff by the investigative firm were obtained illegally. More specifically, Stalions claimed that the source and/or the investigative firm may have unlawfully accessed Stalions' computer and accounts. Neither of Stalions' submissions met the legislated 30-day pre-hearing submission deadline. Traditionally, Bylaw 19.8.4.4 and COI IOP 4-14 require such submissions to be rejected. However, the chief hearing officer permitted those documents to be entered into the record as they directly related to the concerns raised by Michigan.

Following his review of those submissions, the chief hearing officer stated that the enforcement staff's reply appeared to address and rebut the claims raised by Michigan and Stalions. However, out of an abundance of caution and to ensure fairness to the parties, the chief hearing officer elected to conduct an in camera review of the information provided to the enforcement staff by the investigative firm in accordance with COI IOP 4-5. The enforcement staff provided the chief hearing officer with access to the investigatory file received by the investigative firm, and consistent with Bylaw 19.7.6.5, removed any references to the confidential source. After conducting his review of the materials, the chief hearing officer determined that the enforcement staff's allegations appeared to be appropriately based on record information independently developed through its investigation. Thus, on June 2, 2025, the parties' requests for information related to the identity of the confidential source and the dismissal of allegations were denied.

The panel held an in-person hearing on June 6 and 7, 2025. Neither Harbaugh nor Robinson attended the hearing.

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

#### **Off-Campus, In-Person Scouting Scheme**

The scouting scheme in Michigan's football program lasted from August 2021 through October 2023. Stalions was the central figure in the scheme, which largely involved him arranging for other individuals to attend and film the sidelines of Michigan's scheduled and potential future opponents. Stalions also personally attended an opponent's contest on one occasion.

#### *Background on Stalions and Sign Stealing*

Stalions was a lifelong Michigan football fan. Inspired by the history and success of Michigan's program, Stalions set his sights on being a football coach at an early age. Described by his father as very focused and driven, Stalions began carving out a path to achieve that goal. After studying the backgrounds of prominent coaches, Stalions decided to obtain military training, leading him to attend college at the United States Naval Academy (Navy). While at Navy, Stalions volunteered as a student coach with the football program and was tasked with deciphering opponents' signals—a practice widely referred to as “sign stealing.”

As addressed during the 2024 Netflix documentary featuring Stalions, *Untold: Sign Stealer*, the practice of sign stealing is common among Division I football programs. Stalions estimated that 80 to 90 percent of teams have an intelligence operations staff member focused on deciphering signals. Those individuals are permitted to do so while in-game against opponents, by reviewing TV broadcasts and by trading information with staff members at other institutions.

After graduating from Navy in 2017 and joining the United States Marine Corps, Stalions attended a coaches' clinic at Michigan. While there, he introduced himself to Partridge and offered to assist

the coaching staff by deciphering opponents' signals.<sup>10</sup> Around that time, Stalions became a volunteer with the program. Due to his desire to take advantage of the opportunity, Stalions went to significant lengths to attend games despite the logistical challenges. Specifically, because Stalions was stationed in California at the time he was volunteering with the program, he frequently purchased flights to travel to and from Michigan's games. Stalions also listed his home on Airbnb and slept in his car, in part, as a way to save money.

During his time with Michigan, Stalions became the go-to staff member for deciphering signals and gathering intelligence. In 2018, Stalions got involved in an "underground community" of analysts that would regularly trade information about opponents, such as signals or game plans. Further, Stalions recalled that another coaching staff member referred to him as the "man with the answer" when Michigan's own signals were being easily deciphered in 2021. At the hearing, Stalions mentioned several measures that he suggested to protect Michigan's signals, the most common of which was waiting for opponents to make an offensive play call before Michigan called its defensive play.

After several years of volunteering with Michigan's football program, Stalions was hired as a full-time recruiting staff member in May 2022.<sup>11</sup> Harbaugh was directly involved in hiring Stalions. Despite Stalions' recruiting title, deciphering opponents' signals remained his primary responsibility. In his interview with the enforcement staff, Michigan's director of recruiting hypothesized that hiring Stalions into a recruiting role was the easiest way to get him a full-time job without creating a new analyst or quality control position. As such, Stalions never actually worked in or contributed to the recruiting department. In 2023, Stalions became a defensive analyst and reported to Partridge. Again, he retained the same job duties.

Despite having a full-time role, Stalions made inconsistent statements about the importance of his work. For example, Stalions created, maintained and distributed extensive documentation related to signal deciphering and other scouting activities. Those included "game day sheets" pulled from a database with thousands of signals, which Stalions personally photographed himself performing.<sup>12</sup> At the hearing, Stalions diminished the importance of those documents and the overall sign stealing practices saying that they did not have much impact beyond helping Michigan protect its own signals.

Relatedly, the record also included photographs of Stalions repeatedly standing immediately next to or in close proximity to Minter, Moore and, occasionally, Harbaugh during games. While Stalions was on the sidelines next to coaching staff members, he would actively decipher opponents' signals and yell out the plays he identified. However, Stalions said that his information

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<sup>10</sup> Partridge was originally employed at Michigan from 2015 to 2019. He returned to the program as an assistant coach in February 2023.

<sup>11</sup> Prior to Stalions being hired as a full-time staff member, Harbaugh's record at Michigan was 61-24. After Stalions' hire, Harbaugh's record was 28-1.

<sup>12</sup> The record in this case included two of these game day sheets with "Minter" and "Moore" written at the top. At the time, Minter and Moore were Michigan's defensive and offensive coordinators, respectively.

was utilized “closer to never than sometimes” and he did not think it influenced coaches’ play calls. Regardless of Stalions’ perception, the record is clear that Stalions maintained a prominent position and presence near Michigan’s play callers, intending to provide information to the coaching staff.

Stalions also made inconsistent statements about Harbaugh’s awareness and appreciation of his scouting efforts. In the Netflix documentary, Stalions discussed receiving a game ball after one of Michigan’s victories in the fall of 2022. According to Stalions, Harbaugh awarded him the game ball for deciphering signals, with Stalions noting that he was the only person who received a game ball with their name on it. Further, Stalions said he took the game ball as Harbaugh’s way of saying, “[W]e see you, you’re doing a good job.” At the hearing, however, Stalions diminished that incident, saying that he was only speculating about the reason for receiving the game ball, and that Harbaugh usually gave out 15 game balls per game and tried to rotate them to all staff members. Moore confirmed that Harbaugh tried to recognize many staff members throughout the season.

### *Overview of the Scouting Scheme*

In addition to using widely accepted and permissible methods to decipher signals, Stalions planned and implemented a scheme to obtain direct footage of future opponents’ signal callers. Across three seasons, Stalions used a network of individuals to scout 13 future opponents a total of 56 times across 52 separate contests. Those individuals included Stalions’ acquaintances, another Michigan football staff member, current and former interns and their friends, and football student-athletes and their friends. The network of individuals engaging in what Stalions described as “counterintelligence” was referred to as the “KGB.”

In practice, Stalions would purchase the game tickets, targeting seats in the lower level with a clear view of the sideline. He would then transfer the tickets to the KGB members set to attend each game. Using phones often purchased and provided by Stalions, attendees filmed football coaches and staff members signaling plays from the sidelines. Attendees would then send Stalions film, which he would analyze to decipher the opponents’ signals. At the hearing, Stalions confirmed that he bought people tickets to attend future opponents’ games. He also stated that, on at least some occasions, those attendees provided Stalions with the recordings that they took during the game. Other individuals, including football program interns, corroborated this process, reporting that Stalions directed them to attend games to film opponents’ sidelines, and they provided Stalions with that film.<sup>13</sup> Further, in a recorded phone call, Stalions referred to the sideline footage as “dirty film.”

Stalions’ orchestration of the scheme was also corroborated by ticket receipts and transfer data, as well as photographs and videos from some of the games. The scheme was further evidenced by planning documents and systems utilized by Stalions. Specifically, Stalions created a “Master Chart” that listed Michigan’s opponents and identified the individuals who could attend the games,

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<sup>13</sup> Stalions used external hard drives to store information and documents related to the scheme. At least one of those hard drives stored film of the signal callers from opponents’ games.

as well as a Google calendar to keep track of attendees. Further, Stalions created an instructive document for the KGB titled “How to Steal Signals,” which included tips like where to focus their cameras to get the best footage and how to respond if anyone asked why they were filming. When asked about Stalions’ devices, accounts and documents, multiple members of the KGB stated that Stalions gave them access to his hard drives and Google drive to review videos and assist in identifying signals.

Additionally, a copy of Stalions’ financial information obtained from his work computer indicated that he spent nearly \$35,000 on tickets that he purchased via the secondary ticket market in 2022. Each of those transactions was listed as being a work expense with the description “Tickets for Michigan Football.” In addition to purchasing the tickets, the case record also indicated that Stalions paid for some individuals’ travel and lodging in conjunction with their attendance at games. Stalions never sought reimbursement for any of these expenses from Michigan.

When asked how he funded the purchase of the tickets, Stalions insisted that he did it himself.<sup>14</sup> At the hearing, Stalions explained that he made a significant amount of money by renting out and later selling his home in California. Stalions also asserted that at least a portion of the tickets were for professional sports or college football games that did not involve Michigan’s future opponents. In those cases, Stalions stated that he either purchased the tickets for personal use or resold them to earn additional income. However, Stalions did acknowledge that at least some of the tickets pertained to future opponents, and he gave those tickets to KGB members who then provided him with film.

On one occasion in 2023, Stalions personally engaged in-person scouting when he stood on Central Michigan University’s sideline wearing a bench pass and disguised in Central Michigan-issued coaching gear during the institution’s contest against Michigan State. According to interview statements by a former football staff member, Stalions attended that game in part to decipher Michigan State’s signals, but also to help a Central Michigan staff member with play calling.

At the hearing, the parties engaged in a prolonged discussion about Bylaw 11 and the permissibility of the scouting scheme. In addition to the parties’ presentations regarding their analyses, the panel questioned Stalions about his contemporaneous understanding of the off-campus, in-person scouting bylaw. Stalions indicated that he was aware of the rule, but did not question the permissibility of the scheme because, as he and his counsel repeatedly stated, he viewed the rule as being “black and white.”<sup>15</sup> As such, neither Stalions, nor anyone else in the football program, asked Michigan’s compliance staff about the permissibility of his conduct. That said, during the documentary, Stalions made a point to say that “I don’t break the rules. I just walk a very fine line in the gray. I exploit the rules.”

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<sup>14</sup> Record information suggests that funding for the scheme may have come from an external source.

<sup>15</sup> Although Stalions and his counsel referred to Bylaw 11.6.1 as being “black and white,” they also argued that the bylaw was “void for vagueness”—a legal doctrine that says a rule cannot be enforced if it does not provide clear and understandable notice of what is prohibited. As with other statements throughout the record, Stalions’ position on the rule appears to be inconsistent.

When the panel questioned Michigan’s chief compliance officer, she stated that, had Stalions asked for an interpretation, she would have advised against the scheme, or at least sought input from the Big Ten Conference or NCAA National Office. She explained that she would not “interpret a rule in a way that renders the rule meaningless,” and stated that permitting individuals to indirectly scout on a football staff member’s behalf would have done just that. Later in the hearing, the chief compliance officer stated that she had no reason to believe that any staff members were unclear about what activities were permitted under the scouting legislation. She also asserted that Harbaugh was “very aggressive about exploiting advantages” and, had he thought it was permissible, he “would have had a team of people out scouting games on a regular basis.”

When asked why, prior to the hearing, the institution had still not sought an official interpretation of the rule, Michigan stated that there was concern about getting a “fair interpretation” from the NCAA National Office. Therefore, Michigan “ultimately decided that the panel was the appropriate place to take this issue.”

Offering a different perspective on the rule, Michigan emphasized that the scouting restrictions were financially motivated—not adopted out of a desire to protect the integrity of the collegiate model. In its response to the NOA, Michigan also noted that the NCAA membership previously considered eliminating the bylaw as part of broader efforts to modernize the rules. However, when considered most recently in 2021, the membership voted to retain the bylaw.

### *Investigation Into the Scouting Scheme*

Following the NCAA’s receipt of information related to the scouting scheme, representatives from the NCAA National Office met with Michigan and the Big Ten Conference via telephone on October 18, 2023.<sup>16</sup> Around noon the following day, the enforcement staff shared Stalions’ identity with Michigan. Around the same time, general information related to the allegations leaked via a Yahoo! Sports article. Shortly thereafter, Michigan sent a preservation notice to all athletics personnel. The next day, October 20, 2023, another article was published that expressly identified Stalions as a person of interest in the scheme. That same day, the enforcement staff also sent the institution a rolling document production request which, in relevant part, included imaging of Stalions’ phone, devices and files, as well as imaging of Harbaugh’s and Moore’s devices.

On October 19, 2023, Michigan collected Stalions’ devices from his area in the football office, which included his work phone, work laptop and an external hard drive. After learning that Stalions had a personal phone that they did not collect, the institution’s chief compliance officer and the director of football operations met with Stalions in the hallway and asked him to submit his device. As the chief compliance officer stated during her interview with the enforcement staff, “he declined to do so.” At the hearing, Stalions stated that he was primarily concerned about the timing of the imaging request and whether he would have to leave without his personal phone. Also at the hearing, the chief compliance officer said that, after Stalions declined to provide his personal phone, she advised Stalions that “he was not to delete or destroy any data on that

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<sup>16</sup> In response to the scouting scheme, the Big Ten Conference suspended Harbaugh from three games during the 2023-24 season.

phone....” Notably, the record demonstrates that staff members, including Stalions, used their personal phones for work purposes.

Michigan staff members made repeated attempts to encourage Stalions to bring his phone in for imaging, but he did not produce the phone. Stalions’ counsel also stated that Stalions was considering whether to produce his personal phone ahead of the institution’s disciplinary review conference scheduled for November 2, 2023. Stalions ultimately did not attend that meeting and resigned the following day without producing his phone.

On or around the date that news of the scheme broke, Stalions returned to his office and instructed two individuals, a student-athlete (student-athlete 1) and an intern (intern 1), to remove items from the football office in backpacks. For context, both the student-athlete and the student intern assisted Stalions with the scouting scheme. In the office, student-athlete 1 recalled putting a variety of items—including a “little black box kind of thing”—in a backpack. Intern 1 also indicated that the backpack he removed could have contained a hard drive, as Stalions essentially put “everything on his desk and some files next to his desk” into the backpack. Intern 1 also stated that the files in the backpack could have included game day sheets. That afternoon and evening, Stalions had conversations with a football staff member and student-athlete 1. Both individuals recalled Stalions being concerned about his hard drive possibly being taken from the office during the investigation.

Simultaneously, Stalions instructed intern 1 to “clear out” emails, photos, texts and videos related to the scouting scheme. Intern 1 complied and then instructed a friend, who attended and recorded three games as part of the scheme, to do the same. During the hearing, Stalions stated that he did not recall telling them to delete any information.

Stalions was not the only staff member who attempted to destroy materials in response to the October 19, 2023, media announcement. Roughly 30 minutes after the Yahoo! Sports article was published, Moore deleted his entire 52-message text thread with Stalions off his personal phone. The following day, after receiving Michigan’s preservation notice, Moore deleted from his work phone a single message that was part of a broader thread that referenced Stalions standing by Moore during a game. Moore did not immediately disclose that he had deleted any messages. When questioned by the enforcement staff, Moore initially blamed the deleted messages on storage space, although he eventually admitted to deleting them as an emotional reaction to the news.

Finally, on November 14, 2023, Partridge had two exchanges with student-athlete 1. Specifically, student-athlete 1 had an upcoming interview related to the investigation and sought out Partridge for advice on the interview process. The first exchange occurred prior to practice, when student-athlete 1 announced to Partridge and a group of about five other student-athletes that he was being interviewed the following day. Partridge stated that student-athlete 1 then followed Partridge into his office to ask for advice about the interview. During that exchange, Partridge suggested that student-athlete 1 retain counsel and talk to his father. Partridge said that student-athlete 1 then asked if they could talk again later. In support of this account, Partridge submitted an affidavit from one of the other student-athletes who was present in the room.

Following practice, Partridge said he received a text from student-athlete 1 stating that he was waiting in Partridge's office. Partridge walked by his office and told student-athlete 1 to walk with him and talk. Student-athlete 1 gave Partridge a summary of the conversation with his father, and Partridge reiterated that he thought student-athlete 1 should get a lawyer, then they parted ways. In addition to the affidavit, Partridge's account of the interactions is closely supported by camera footage from around the facility.

### *Post-Separation Conduct*

After the investigation commenced, several individuals—including Harbaugh, Partridge and Stalions—separated from the institution for various reasons. The enforcement staff continued to request information from each of those individuals as it related to its investigation of potential violations.

As it pertains to Harbaugh, Michigan chose to use a private eDiscovery vendor to conduct device imaging for its staff members to comply with the enforcement staff's October 20, 2023, rolling production request. At that time, the enforcement staff did not set a hard deadline for the production of materials. On December 7, 2023, the institution provided Harbaugh and his counsel with "priority reports" of the device images from his personal cell phone. However, the institution realized that attorney/client information from several different matters, as well as other sensitive personal information, had been included in the report. Over the following weeks, the enforcement staff and Harbaugh's counsel exchanged correspondence in an attempt to retrieve the images. The enforcement staff ultimately issued a final January 31, 2024, deadline for Harbaugh to submit the records. Harbaugh left Michigan for an NFL head coaching role on January 24, 2024, and did not submit his records to the enforcement staff by the established deadline. On May 17, 2024, the enforcement staff issued a final request seeking an interview with Harbaugh and the submission of his outstanding records. Harbaugh did not respond.

Further, after the end of Partridge's employment at Michigan, the enforcement staff imaged his phone on January 5, 2024. Consistent with its usual practice, the enforcement staff gave Partridge the opportunity to identify, log and withhold attorney-client privileged communications and/or personal communications irrelevant to the investigation. In his response, Partridge claimed that he was expected to review and log over 15,000 texts or emails in about two weeks. Noting that he was not able to devote uninterrupted time to the review, Partridge acknowledged that he may have "missed a few items."

Partridge initially withheld roughly 7,000 communications, including 58 text messages with Stalions, and failed to provide a withholding log. After multiple requests to his counsel, Partridge produced the log on March 11, 2024. At the hearing, Partridge's counsel clarified that they were having significant trouble using the vendor's eDiscovery platform.

Lastly, as it relates to Stalions, his conduct following his separation from Michigan hindered the enforcement staff's investigative efforts in numerous ways. In a November 9, 2023, recorded phone call between Stalions and student-athlete 1, Stalions told him that his personal phone was

“shattered in 1,000 pieces under a pond.” Stalions also said, “[t]hey don’t have hard drives of the film. My film is in the bottom of the pond.” When asked about those comments during the hearing, Stalions admitted that he disposed of his phone in the pond. Specifically, Stalions stated that he received significant backlash and threats after the scouting scheme became public. Stalions said that the comments had a significant impact on his mental health so he “got a new number, got rid of [the phone], [and] moved on.” At the hearing, Stalions was also asked whether he failed to preserve relevant materials when he disposed of the phone, to which he replied, “I can’t answer no to that.” The exact date that Stalions disposed of his phone is unknown but, at the hearing, he estimated that he got rid of it about a week after news of the scheme broke.

During that same phone call, Stalions also asked student-athlete 1 to provide false information to the enforcement staff related to his role in the scheme, the source of Stalions’ stolen signals, and any knowledge of Stalions’ hard drives containing film. Specifically, Stalions told student-athlete 1, “Again, if you just stick to that story, you’re good. [] Whatever you say is your story and that’s going to be what the truth is. This is also not the court of law. You can technically lie your ass off....”

Shortly thereafter, in January 2024, the enforcement staff issued an updated records request to Stalions based on new information developed throughout the investigation, and due to Stalions’ incomplete response to the original request. Stalions provided a limited response to that request, but did not produce his imaging of and records from his personal cell phone, email communication and financial information related to purchasing tickets, hard drives, hard files pertaining to the football program, or files from his Google account.

After initial delay, Stalions agreed to participate in an interview with the enforcement staff on April 25, 2024. Prior to and during that interview, which was conducted via videoconference, Stalions and his counsel refused to agree to confidentiality requirements under Bylaw 19. To that end, Stalions and his counsel informed the enforcement staff that they were going to record the interview. Despite initial hesitation, the enforcement staff agreed to proceed. According to the enforcement staff, the conversation that ensued was not productive in yielding information about the scheme. Specifically, the enforcement staff cited frequent interruptions, objections, and side conversations by Stalions’ counsel that prevented the enforcement staff from asking relevant questions. However, Stalions did deny obtaining signals via in-person scouting of future opponents, directing individuals to attend games for the purpose of filming future opponents, or personally attending any games of future opponents.

As the investigation proceeded, Stalions continued to ignore, or attempted to circumvent, confidentiality requirements under Bylaw 19. Specifically, from January 27 to July 31, 2024, Stalions used two X (formerly Twitter) accounts to disclose information about the investigation, such as the timeline, record documents and names of enforcement staff members. Additionally, as referenced above, Stalions participated in a Netflix documentary titled *Untold: Sign Stealer*, which was released on August 27, 2024. That documentary detailed Stalions’ background, his role at Michigan and his perspective on the then-ongoing investigation. Stalions’ participation in the

documentary also included interviews between Stalions, his counsel and the producers, as well as footage of Stalions' interview with the enforcement staff.

### **Recruiting Activities**

During the investigation into the scouting scheme, the enforcement staff uncovered information related to recruiting activities in the football program. Those activities included workouts, the provision of a meal, gear and other items, and text messages. Much of the conduct centers on statements made by prospect 1.

#### *Individual and Group Workouts*

Prospect 1 was a heavily recruited prospect who lived in Michigan's locale and frequently visited campus, taking 10 total documented visits—nine unofficial and one official—in 2023. In addition to numerous visits due to his proximity to the institution, prospect 1 was occasionally invited to campus by Clinkscale, who was acquainted with the prospect's mother and stepfather.

Prospect 1 also reported that Partridge invited him to campus to engage in workouts, which they did on one to three occasions. Throughout this case, however, Partridge consistently denied conducting any workouts with prospect 1. Rather, Partridge said their interactions primarily consisted of discussing football and watching film. In his NOA response, Partridge suggested that prospect 1 could have been referring to other, permissible interactions as "workouts." Specifically, Partridge gave prospect 1's stepfather "film drills" to run without Partridge present and worked on technique (*e.g.*, ball steps) with prospect 1 while watching film in Partridge's office.

Relatedly, Partridge and prospect 1 engaged in several text exchanges that appeared to indicate their intent to engage in workouts. Specifically, when prospect 1 asked if they were allowed to workout in March 2023, Partridge said they were not and they would "need to do that in the summer" because there were "[t]oo many people around now." Partridge later encouraged prospect 1 to visit in May and June 2023 so they could "do some more ball" and "talk [football] and train."

During the hearing, Partridge recalled that prospect 1 attended camps at Michigan. He specifically remembered prospect 1 attending two camps in May and/or June of 2023. Partridge suggested that the workouts that occurred in conjunction with those camps were the activities prospect 1 disclosed during his interviews with the enforcement staff. Further, Partridge explained that these text messages, and several others, referred to prospect 1 attending camps. In addressing the phrasing of the messages, Partridge stated that his responses were his attempt to push off prospect 1's workout requests to line up with camps.

Prospect 1 and two other prospects also participated in a group workout prior to the second day of Michigan's BBQ at the Big House Camp on July 30, 2023. Partridge led the prospects through that morning's defensive positional drill, which he and the institution claimed was a scheduled camp activity. Notably, all three of the prospects were registered camp attendees. Partridge texted

the prospects prior to the camp to ensure they registered so that there would be no concerns about the permissibility of their workout. Texts from prospect 1 to Partridge also appeared to indicate that the timing of the workout correlated with the positional drill. That said, during their interviews with the enforcement staff, the prospects stated that they did not attend any other camp activities.

At the hearing, Partridge explained that this camp is traditionally smaller and more individually focused, without any larger group activities. As a result, he argued that the prospects' participation in the small group drill aligned with attendance at the camp. Additionally, Partridge informed the panel and the parties that he obtained video from the camp that showed the group workout took place as part of the camp, and he brought the footage to the hearing. Neither Michigan nor the enforcement staff were previously aware the camp footage existed.

#### *Provision of Items to Three Prospects*

In the spring of 2023, Clinkscale drove prospect 1 and his parents to a restaurant and paid for their meals. Prospect 1 summarized the event during his first interview with the enforcement staff. Specifically, prospect 1 stated that Clinkscale paid for the meal, which may have been at a Mediterranean restaurant about five minutes from campus, and it did not occur during an official or unofficial visit. However, prospect 1 could not recall the name of the restaurant or the approximate date that the meal occurred.

During that same interview, prospect 1 largely denied directly receiving any gear from football staff members. Prospect 1 did note that staff members may have packaged up gear and given it to his parents, as he recalled returning from a meeting to see that his parents had bags of gear, possibly containing hats, shirts, joggers or other apparel.

After his first interview, prospect 1 contacted Michigan's chief compliance officer, informing her that he remembered additional information about receiving gear from staff members. During his second interview, prospect 1 recalled receiving gear directly from Robinson. Specifically, prospect 1 stated that Robinson handed him a drawstring bag containing a variety of gear. Around that time, Robinson had sent a text message to another staff member asking him to "get some stuff for [prospect 1]" and "his pops." When that staff member indicated that managers were not around, presumably to fulfill the request, Robinson sent him the contact information for the assistant equipment manager stating, "He said he can put one together."

When asked about providing gear, Robinson asserted during his April 23, 2024, interview that he never gave gear to prospect 1 and that any gear prospect 1 received was given in conjunction with the BBQ at the Big House Camp. Michigan agreed with that assertion, claiming that prospect 1 received the gear due to his performance at the camp. Robinson did not respond to the NOA or participate in the hearing, so he was unable to provide any additional context on prospect 1's statements or around his text message exchange.

During his second interview, prospect 1 also stated that he thought both Clinkscale and Partridge walked him to the equipment room to receive gear on one occasion. Prospect 1 was clear that

neither Clinkscale nor Partridge ever gave him gear directly, and that he only received gear from “[Robinson] and the equipment people.” However, prospect 1 stated that Clinkscale would “tell them to give [him] something.”

Throughout this case, Partridge denied any involvement in giving gear to prospect 1. As explanation for the confusion, Partridge claimed that he brought prospect 1 to the equipment room to pick up a T-shirt that was given to all attendees of the BBQ at the Big House Camp. The case record contains a photo of Partridge and prospect 1, with prospect 1 holding up the camp T-shirt.

Lastly, although his efforts were ultimately unsuccessful, Clinkscale attempted to assist prospect 2 in obtaining “blue check verification” on Instagram. He also gave a \$100 donation to prospect 3’s father’s charity golf outing. The institution acknowledged that this conduct occurred.

### *Text Contacts*

From January to April 2023, Partridge and Minter sent a total of 95 text messages to prospect 4 prior to the earliest permissible date for such contacts. Partridge sent 77 of the messages, while Minter sent 18. When asked about the text messages during his interview with the enforcement staff, Partridge stated that he “screwed that up” and did not realize the prospect’s age due to his early commitment to the institution. As further explanation for his misunderstanding, Partridge emphasized that the prospect committed to Michigan prior to Partridge being re-hired at the institution in February 2023. Before that time, Minter served as the prospect’s primary recruiter.

Partridge stated that he took over prospect 4’s recruitment shortly after starting his employment at Michigan. Incorrectly assuming the prospect was one year older, Partridge began texting prospect 4 at that time. At the hearing, Partridge claimed that the prospect was persistent, often initiating the conversations, and that his responses were usually limited to reactions (*i.e.*, a “thumbs up” acknowledging receipt). In his interview, Partridge explained that he continued to respond because “you never want to ignore a recruit.”

Partridge did not report his conduct to the compliance office or other coaching staff members. Rather, Partridge stated that he simply stopped texting the prospect upon realizing his error. Notably, Minter continued to exchange text messages with the prospect despite an express, contemporaneous reminder from a compliance staff member that such communication was impermissible. Although Minter stated that he did not intentionally conceal the text messages, Minter also did not report his conduct to anyone. Michigan ultimately did not accept prospect 4’s commitment.

### **Compliance Efforts**

The relationship between Michigan’s football staff members and the compliance office was challenging at best. According to Michigan’s director of athletics, he observed a “tension” between the football and compliance staffs and alluded to a lack of respect towards compliance staff members. Michigan’s well-resourced and veteran chief compliance officer noted that the

football staff regularly questioned the compliance staff's authority. In her interview, the chief compliance officer also stated that she was "perceived as a thorn in [Harbaugh's] side."

According to Partridge, football staff members viewed the compliance staff as a "roadblock." Putting it much more bluntly, one recruiting staff member said in a text exchange that Michigan's compliance staff are "shitty at their jobs and actively working against us from the inside. True scum of the earth."

Additionally, the culture within the football program itself was not one that proactively identified and reported violations. Regarding Stalions, specifically, Harbaugh stated in his response that the sign stealing practice raised no "red flags" that would have warranted questioning his staff members. At the hearing, Stalions echoed the same hands-off approach, saying that "no one really cared...how you got it done as long as you got it done." Further, a student-athlete mentioned that the football staff "went out of their way to not know" when it came to Stalions.

On two occasions, football staff members attempted to address or report concerns related to Stalions. An intern (intern 2) reported that, in June 2023, Stalions asked him to use Stalions' driver's license to rent a car under Stalions' name. Intern 2 refused and went to Partridge because he no longer wanted to work with Stalions. According to intern 2, when he brought up "the signal stealing," Partridge told him that he did not want to hear any more about that. Additionally, an assistant coach received a call from a conference opponent raising concerns about Stalions' sign-stealing methods. In his interview, that assistant coach stated that he was upset by the accusation, went to Minter's office and said "if you guys are going further than the rules you need to stop...." The assistant coach recalled that Minter said "I don't know if that's going on." Minter denied that this interaction occurred.

With regard to educational efforts, the chief compliance officer noted that the interns had varying start and end dates and would "come and go" quite a bit, which made them difficult to track. She also explained that the institution was targeting compliance efforts towards on-field staff members given the violations in Michigan's previous case. The chief compliance officer also clarified that any education was initiated by the compliance staff, stating that "I can't think of [a] time when we scheduled a meeting at football's request. I feel like it was pretty much always at our -- like we were saying, hey, we've got to get in there, we've got to do some education."

In short, Michigan did not have a targeted education plan for football interns. As a result, at least two interns involved in the scheme reported they were unsure whether their actions were permissible. Notably, an intern who provided impermissible campus tours to two football prospects and their families in Michigan's 2024 case was also one of the individuals Stalions directed to conduct in-person scouting as part of the scheme.

#### IV. ANALYSIS

The violations in the contested portion of this case involved an off-campus, in-person scouting scheme, impermissible recruiting inducements and communications, Harbaugh's head coach responsibility violation, four involved individuals' failures to cooperate and Michigan's failure to monitor its football program. The scouting violation, Harbaugh's head coach responsibility violation, and most of the failure to cooperate violations are Level I. The recruiting violations, Moore's failure to cooperate violation and Michigan's failure to monitor violation are Level II.

##### **A. UNETHICAL CONDUCT AND IMPERMISSIBLE SCOUTING [NCAA Division I Manual Bylaws 10.01.1 and 11.6.1 (2021-22 through 2023-24)]**

During the 2021, 2022 and 2023 football seasons, Stalions and members of the Michigan football program violated the principles of honesty and sportsmanship when Stalions conducted and/or directed and arranged for other individuals to conduct 56 instances of off-campus, in-person scouting of 13 future regular season opponents across 52 contests. This violation is Level I.

##### **1. NCAA legislation relating to ethical conduct and scouting.<sup>17</sup>**

Bylaw 10 governs ethical conduct. As a general matter, Bylaw 10.01.1 requires individuals employed by member institutions to act with honesty and sportsmanship.

Additionally, Bylaw 11 governs the conduct of athletics personnel. More specifically, Bylaw 11.6 outlines provisions related to the scouting of opponents. Under Bylaw 11.6.1, off-campus, in-person scouting of future opponents in the same season is prohibited, absent a few exceptions (*i.e.*, competitions at the same event site or a conference/NCAA championship).

##### **2. Stalions and members of the football program violated the principles of honesty and sportsmanship when they impermissibly scouted future opponents.**

Over the course of three football seasons, Stalions spearheaded a scheme whereby he directed and arranged for individuals to attend the games of future Michigan football opponents. While in attendance, those individuals—who included acquaintances, another football staff member, interns, and student-athletes—would film the signal callers on the future opponents' sidelines and give that film to Stalions. Using the footage they collected, Stalions was able to compile a comprehensive list of opponents' signals, which he documented and communicated to other coaching staff members before and during Michigan's games.<sup>18</sup> On one occasion in 2023, Stalions personally attended a future opponent's contest. The panel concludes that his conduct constitutes a Level I violation of Bylaws 10 and 11.

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<sup>17</sup> The full text of all bylaws cited in this case can be found at Appendix One.

<sup>18</sup> All parties acknowledged that Stalions also used permissible methods to obtain and analyze opponents' signals. Those practices are not at issue in this case. This violation solely relates to his use of third parties to obtain targeted and otherwise unavailable footage of opponents' signal callers.

At the hearing, Michigan and Stalions acknowledged that factual aspects of the scheme were correct. Specifically, they did not dispute that Stalions attended and instructed individuals to attend opponents' contests, or that those individuals, at least occasionally, provided him with film. They also agreed that Stalions deciphered and documented opponents' signals for in-game use by Michigan. Despite those concessions, the parties argued that most of the scouting instances alleged by the enforcement staff did not constitute violations. Those arguments generally fall into three categories: (1) the parties' legislative interpretation of Bylaw 11.6.1; (2) the sufficiency of the evidence produced by the enforcement staff; and (3) the citation to Bylaw 10.01.1.

With regard to Bylaw 11.6.1, Michigan and Stalions argued that the scope of the scouting bylaw is narrow. Based on the text of the bylaw, both parties claimed that an institutional employee must attend the contest in-person to commit a violation. Thus, they both agreed that Stalions' in-person attendance at the Central Michigan game constituted a violation. Absent in-person attendance, though, the parties argued that the bylaw does not expressly prohibit scouting from occurring "indirectly" through other actors. As such, Stalions asserted that his mere review of film that he received from other individuals who attended in-person on his behalf did not violate Bylaw 11.6.1.<sup>19</sup>

Michigan took a similar but somewhat broader reading of the legislation throughout most of this case. Specifically, because Article 11 governs the conduct of "athletics personnel," Michigan argued that the bylaw only limits scouting by athletics staff members or other affiliated personnel. In other words, Michigan believed that the prohibition did not extend to Stalions' acquaintances but could apply to the seven instances of scouting conducted by the football program's interns. At the hearing, Michigan maintained this position; however, Michigan's chief compliance officer opined that she would have advised Stalions against the scheme and that the parties' rigid reading of the "in-person" requirement would have rendered it meaningless. The panel agrees.

Bylaw 11 expressly prohibits off-campus, in-person scouting of future opponents. Through their byzantine legislative analyses, the parties overcomplicate a straightforward rule. Stalions orchestrated a scheme in which he directed a network of individuals to attend games and film future opponents' sidelines. With Stalions' planning and instructions, those individuals were able to gather targeted footage for Stalions to analyze and incorporate into his game-day sheets. Regardless of whether it was Stalions or someone acting on his behalf, their physical presence at the game essentially gave them front row seats to a key element of opponents' offensive and defensive strategies. The panel also infers that the information contained on Stalions' personal cell phone and hard drive would have further supported the scouting violation. *See* Bylaw 19.7.5.1.<sup>20</sup> At the hearing, Stalions acknowledged that his personal phone contained relevant information. The panel's inference is especially prudent here, where Stalions specifically stated

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<sup>19</sup> Stalions also argued that a literal reading of the bylaw requires that the scouting, *i.e.*, the actual analysis, must occur in-person at the game and that simply recording for later analysis would not violate the bylaw. Again, such a reading of the bylaw would appear to render the rule meaningless.

<sup>20</sup> Under Bylaw 19.7.5.1, a hearing panel may infer that materials requested during an investigation but not produced by an institution, individual or their representative would support an alleged violation.

that his phone, along with a hard drive containing film, were at the bottom of a pond. Therefore, the scouting scheme violated Bylaw 11.6.1.

Beyond the legislative arguments, Michigan asserted that the case record did not support all 56 instances of impermissible scouting alleged by the enforcement staff. At the hearing, Michigan stated that the panel would have to make too many assumptions to conclude that impermissible scouting occurred in most of those contests. More specifically, Michigan pointed to instances where corroborating information (*i.e.*, video evidence, ticket transfer data and interview statements) may have been lacking. Conversely, the enforcement staff argued that the totality of the record demonstrated a sufficient pattern to conclude that each of those instances occurred.

There is no legislated multi-factor test to prove that impermissible scouting occurred. Under Bylaw 19.7.2, a hearing panel shall conclude a violation occurred if it determines an allegation is supported by credible and sufficient information (direct or circumstantial) on which a reasonable person could rely. Taking the record in its totality, including inferences drawn from withheld materials, the panel reasonably determines that it illustrates a consistent pattern of impermissible scouting across at least 52 contests. For games where less corroborating information was available, the gaps are filled in by the Master Chart and Google calendar. In fact, it is possible that even more instances of impermissible scouting could have been proven if not for the intentional withholding and destruction of devices in this case.

Further, the institution did not agree that the impermissible scouting scheme violated Bylaw 10. At the hearing, the enforcement staff stated that the scheme was intended to provide a substantial or extensive competitive advantage and, therefore, threatened the principles of honesty, sportsmanship, and the integrity of the collegiate model. Michigan and Stalions disagreed that the scheme provided a competitive advantage.

In its response and at the hearing, Michigan provided historical context for Bylaw 11.6.1. Specifically, Michigan noted that the limitation on in-person scouting was adopted as a cost-saving measure—not as an attempt to reduce competitive advantage by limiting the observation of opponents. Accordingly, Michigan argued that scouting is not related to honesty, sportsmanship or competitive balance.

Stalions also criticized the significance of the scouting bylaw in today’s landscape. In his NOA response, Stalions referred to the rule as “antiquated” and “obsolete” given the wide availability of game film that can be analyzed permissibly. Further, during the hearing, Stalions repeatedly diminished the advantages of sign stealing and his role on Michigan’s staff. For instance, Stalions said that the number of times a coaching staff member actually used his signal deciphering information was “closer to never than sometimes.”

Despite the parties’ arguments, the scouting scheme likely provided Michigan with a competitive advantage. Further, the panel is confident that the scheme was *intended* to provide Michigan with an advantage over all of its opponents. In the documentary, Stalions referenced trading valuable information with analysts, including signals. That permissible practice, coupled with his claim

that most programs have a designated signal decipherer, suggests that the signals provide an advantage. Relatedly, Stalions claimed that he received a game ball as a result of his signal decoding, which he took as a stamp of approval and appreciation from Harbaugh.

A financial rationale may have been the starting point for this bylaw. However, that does not mean that there is no competitive advantage component or that future abuses are somehow permissible simply because they were not contemplated at the inception of the rule. Rather, violating any rule can create an advantage over other compliant institutions. The panel also notes the significant amount of time, effort and resources that Stalions put into the scheme, as well as his attempts to cover up his conduct. In short, there was a clear, sophisticated and well-resourced operation in place to skirt a rule, all aimed at gaining an advantage over competitors. That alone contradicts the principles of honesty, fair play and sportsmanship in violation of Bylaw 10. Although not quantifiable, Michigan's on-field success during the time the scheme was in place further suggests that the advantage gained was more than marginal.

In addition to their disagreements with the violations themselves, Michigan argued that any violations should be designated as Level II. Stalions believed that his attendance at the Central Michigan game should be designated as a Level III violation. The panel disagrees.

Bylaw 19.1.2 defines Level I violations as those that seriously undermine or threaten the integrity of the NCAA Collegiate Model, including any violation that provides or is intended to provide a substantial or extensive competitive or other advantage. Examples of Level I conduct expressly include intentional violations or reckless indifference to NCAA bylaws. *See* Bylaw 19.1.2-(h). Alternatively, Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive advantage. *See* Bylaw 19.1.3. Conversely, Level III violations are isolated or limited in nature. *See* Bylaw 19.1.4.

In-person scouting violations are uncommon, particularly in cases decided by the COI.<sup>21</sup> In fact, Bylaw 11.6.1 has been implicated in only three prior infractions cases. *See Baylor University* (2016) (concluding as part of a larger case that a Level III violation occurred when an assistant football coach observed a portion of a game in which a future opponent participated); *University of Utah* (2003) (concluding as part of a larger case that a secondary violation occurred when a men's basketball staff member arranged for a former student-athlete to scout a future opponent); and *University at Buffalo, The State University of New York* (2001) (concluding that a major violation occurred when a head men's basketball coach permitted an individual to scout two upcoming opponents during the fall of 1999, and generate scouting reports that were distributed to the team). The individuals in *Baylor* and *Utah* both engaged in one instance of scouting, which resulted in a Level III or a then-secondary violation. Although the coach in *Buffalo* engaged in only two instances of scouting, that conduct was packaged with a separate coaching limitation

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<sup>21</sup> In support of a lower designation, the institution provided a list of 35 cases where violations of Bylaw 11.6 have been designated as Level III. None of those cases appear to involve more than three instances of impermissible scouting. Thus, the scope and complexity of the scheme in this case was intended to confer a significantly greater competitive advantage. Further, due to the limited nature of the information available in Level III summaries and the COI's lack of involvement in those matters, Level III cases are not binding on the panel and provide little, if any, guidance.

violation. Thus, the COI determined that those violations were “major” (now, depending on severity of the conduct, Level I or II).

This case is one of one, essentially an issue of first impression for the NCAA and the COI. At the hearing, Michigan all but recognized as much, noting that it could have sought an interpretation to determine if Stalions’ conduct constituted a violation. Instead, Michigan “ultimately decided that the panel was the appropriate place to take this issue.” The panel takes seriously its responsibility to decide this issue on behalf of the membership. Michigan also acknowledged that the panel would be called upon to make decisions regarding the level of conduct, if it determined that a violation occurred.

Stated plainly, the conduct at issue implicated critical pillars of integrity and fair play of college athletics. The scope and scale of the scheme are unlike any scouting cases previously encountered by the COI. Thus, case guidance is unhelpful in determining the level of the violation. In looking at the legislated definitions for Level I, II and III violations, the panel considered the extent of competitive advantage and the impact on the collegiate model. As stated above, the scheme was, at a minimum, intended to provide Michigan with a substantial or extensive competitive advantage. The panel concludes that all 56 instances of scouting occurred, and they resulted in violations of Bylaws 10 and 11. Those violations are Level I.

## **B. IMPERMISSIBLE RECRUITING INDUCEMENTS [NCAA Division I Manual Bylaw 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.5.3 and 13.7.3.1.2 (2022-23)]**

In the spring and summer of 2023, Clinkscale and Robinson provided impermissible recruiting inducements to prospect 1 and his parents in the form of gear, transportation and a meal.<sup>22</sup> Additionally, Clinkscale attempted to assist prospect 2 with verifying his Instagram account and donated \$100 to the charity golf outing of the father of prospect 3. These violations are Level II.

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

Bylaw 13 governs recruiting. With respect to 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. Specific prohibitions are set forth in Bylaw 13.2.1.1, and include gifts of clothing or equipment, or cash or like items. *See* Bylaws 13.2.1.1-(b) and (e). Relatedly, during unofficial visits, institutions may not pay any expenses for prospects, including meals, beyond the limited exceptions expressly permitted under NCAA legislation. *See* Bylaw 13.7.3.1.2. Further, institutions can only provide transportation to prospects on unofficial visits to attend institutional facilities or a home athletics contest. *See* Bylaw 13.5.3.

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<sup>22</sup> The NOA also included a subpart alleging that, on one occasion, Partridge walked Prospect 1 to the equipment room to receive gear. The panel determines that portion of this violation was not demonstrated. The panel’s rationale is provided in Section V of this decision.

**2. Clinkscale and Robinson provided impermissible recruiting inducements to three prospects and/or their family members.**

The majority of these violations centered on the provision of inducements to prospect 1. Specifically, in conjunction with an unofficial visit, Clinkscale drove prospect 1 and his parents to an off-campus restaurant where he paid for their meal. Additionally, while prospect 1 was on campus, Robinson gave him a drawstring bag containing gear. On a separate occasion, Clinkscale walked prospect 1 to the equipment room and gave him gear. An unidentified football staff member also gave prospect 1's mother and stepfather gear during prospect 1's official visit. Around the same time, Clinkscale also provided inducements to two other prospects.<sup>23</sup> The panel concludes that this conduct constitutes a collective Level II violation of Bylaw 13.

Michigan acknowledged that Clinkscale provided impermissible recruiting inducements to prospects 2 and 3 in the form of Instagram "blue check verification" and a charitable donation to prospect 3's father. However, Michigan did not agree that any football staff members provided inducements to prospect 1 or his parents. In its response and at the hearing, Michigan criticized what it perceived to be a lack of consistency in prospect 1's interview statements. Specifically, Michigan stated that the prospect could not recall important details about the meal and the gear, and that he appeared to change his answers as topics were revisited.

Although the panel acknowledges that several of prospect 1's answers could have been clearer, it finds that his statements, coupled with other information in the record, support the conclusion that these violations occurred. Specifically, the panel noted that prospect 1 recalled details about the meal, including the type of food and general location. In his second interview, prospect 1 identified Robinson as directly giving him gear on one occasion. He also noted that, in addition to Clinkscale walking prospect 1 to the equipment room on one occasion, Clinkscale would tell people to give him gear. Further, Robinson's text exchange with another staff member clearly demonstrated his intent to provide gear to prospect 1.<sup>24</sup>

The COI has consistently concluded that Level II violations occur when coaches arrange for or provide impermissible inducements to prospects. *See High Point University* (2025) (concluding via summary disposition that Level II violations occurred when the women's volleyball staff arranged for three prospects to receive free housing); *California State University, Northridge* (2022) (concluding via summary disposition that the head coach provided impermissible inducements to a prospect in the form of shorts and a shirt to use during an impermissible tryout); and *Louisiana State University (LSU)* (2022) (concluding that Level II inducement violations occurred when an assistant coach and assistant recruiting director provided a highly touted

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<sup>23</sup> In Clinkscale's February 7, 2025, NR, he agreed that his provision of recruiting inducements resulted in a Level II violation. Although his case has been resolved, Michigan is responsible for the violations because Clinkscale's conduct occurred during the course of his employment at Michigan.

<sup>24</sup> In accordance with Bylaw 19.8.4.1, Robinson's failure to submit a response to the NOA may be viewed by the panel as an admission that the alleged inducement violation occurred.

prospect with several items of LSU athletics gear on two separate occasions).<sup>25</sup> As with the violations in these prior cases, the recruiting inducements in this case are Level II.

**C. IMPERMISSIBLE RECRUITING COMMUNICATION [NCAA Division I Manual Bylaw 13.1.3.1 and 13.4.1.1 (2022-23)]**

Between January 18 and April 25, 2023, Minter and Partridge sent a total of nearly 100 text messages to a prospect prior to the permissible date. This violation is Level II.

**1. NCAA legislation relating to recruiting communication.**

Bylaw 13.1 governs recruiting contacts by institutional staff members. Specifically, Bylaw 13.1.3.1 prohibits staff members from contacting prospects by phone prior to June 15 at the conclusion of their sophomore year of high school. Similarly, prior to September 1 at the start of their junior year of high school, staff members are prohibited from providing football prospects with recruiting materials or sending them electronic correspondence. *See* Bylaw 13.4.1.1.<sup>26</sup>

**2. Partridge and Minter texted a prospect prior to the permissible contact date.**

Over the course of three months, Partridge and Minter sent a total of 95 impermissible text messages to a high school prospect. Partridge sent 77 of the texts, while Minter sent 18. Both Michigan and Partridge acknowledged that the conduct occurred and that it violated the restrictions on permissible telephonic communication outlined in Bylaw 13.<sup>27</sup> The panel concludes that the texts messages constitute a Level II violation.

Throughout this case, Michigan and Partridge agreed that this violation occurred. Specifically, Partridge explained that he “screwed that up” and did not realize the prospect’s age due to his early commitment to the institution. Further, neither Partridge nor Minter reported their conduct to compliance or other coaching staff members.

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<sup>25</sup> Notably, the recruiting violations in this case occurred during the processing of Michigan’s 2024 case, which also involved Level II inducement violations in the football program. *See Michigan* (2024). The panel is troubled by football staff members’ repeated disregard for fundamental rules. Although Michigan’s prior case does not affect the level of this particular violation, it is indicative of the culture of noncompliance within the football program. The panel addresses the impact of Michigan’s repeat violator status in Section VI. *See* Bylaw 19.12.6.

<sup>26</sup> The NOA cited Bylaw 13.4.1, which is the general rule prohibiting recruiting materials and electronic correspondence before June 15 of a prospect’s sophomore year in high school. However, the bylaws contain exceptions to that rule for several sports, including football, which has a different permissible contact date for electronic correspondence. *See* Bylaw 13.4.1.1. Due to the timing of the impermissible text messages, the conduct would have constituted violations under either bylaw. As such, the improper bylaw citation had no impact, and the panel concludes that the conduct violated Bylaw 13.4.1.1.

<sup>27</sup> In Minter’s December 16, 2024, NR, he agreed that his impermissible text messages resulted in a Level II violation. Although his case has been resolved, Michigan is responsible for the violations because Minter’s conduct occurred during the course of his employment at Michigan.

At the hearing, Michigan agreed that the violation should be designated as Level II.<sup>28</sup> However, Partridge argued that the violation should be designated as Level III because his impermissible text messages were limited to one prospect. Partridge also attempted to diminish the significance of the text messages, stating that prospect 4 often initiated the conversations and Partridge's texts were largely acknowledgements. Lastly, Partridge suggested there was no competitive advantage because the prospect had already committed to Michigan at the time of the messages, and because Michigan later declined to accept the prospect's commitment.

In relevant part, Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage. *See* Bylaw 19.1.3. Under Bylaw 19.1.3-(d), multiple recruiting violations are expressly listed as an example of Level II conduct. Conversely, Level III violations are isolated or limited in nature and provide no more than a minimal advantage. *See* Bylaw 19.1.4.

Although case guidance is somewhat limited, texting high school prospects prior to the permissible time period has previously resulted in Level II violations. *See The Ohio State University* (2022) (concluding that a Level II violation occurred, in part, when an associate head women's basketball coach had a nonscholastic coach pass along recruiting text messages to three prospects who were too young for the associate head coach to contact) and *University of West Virginia* (2015) (concluding that coaches in 14 sports sent 294 impermissible texts and placed 66 impermissible telephone calls to prospects, resulting in a series of violations that were largely designated as Level II).

The panel recognizes the differences in the scope and scale of the impermissible text messages across all three of these cases. However, the panel notes that, in the present case, Partridge and Minter impermissibly contacted the prospect nearly 100 times. While Partridge argued that the texts provided a minimal recruiting advantage due to the prospect's commitment status, the panel disagrees. By Partridge's own account, he felt compelled to at least react to the prospect's texts because "you never want to ignore a recruit." Under that logic, the recruiting process is never ending and there is an inherent recruiting advantage gained by responding to a prospect—even one who has committed to the institution—at a time when no other program could permissibly do so. Consistent with case precedent and Bylaw 19.1.3, the impermissible recruiting communication is Level II.

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<sup>28</sup> In its January 6, 2025, NOA response, Michigan stated that Minter's portion of the violation could be designated as Level III. The COI has generally disfavored designating parties at different levels for the same violation, even where the scope of their conduct may have been different. *See Arizona State University* (2024) (stating that, despite two individuals' varying degrees of involvement in a violation, it is "well established that the level associated with a violation applies to all parties to that violation") and *Oklahoma State University* (2020) (stating "the level of a violation attaches to the conduct, not the actor"). At the hearing, Michigan clarified that, although Minter may have had lesser culpability in terms of the number and substance of text messages, it agreed that the overall violation is Level II, collectively.

**D. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2021-22 through 2023-24)]**

As a result of the underlying scouting and recruiting violations, Harbaugh violated the principles of head coach responsibility. This violation is Level I.

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

Previously, Bylaw 11.1.1.1 (2021-22 Division I Manual) established 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 presumed that head coaches were responsible for the actions of those who report to them. Head coaches could rebut this presumption by demonstrating that they promoted an atmosphere of compliance within their program and monitored their staff.

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.

**2. Harbaugh violated head coach responsibility legislation as a result of the underlying scouting and recruiting violations.**

Harbaugh ran a program that was largely dismissive of rules compliance. There was little, if any, emphasis on following the rules. To the contrary, his program saw compliance as the enemy, made their own decisions regarding interpreting the rules to their benefit, or outright committed rules violations. Harbaugh failed to rebut his presumption of responsibility for the scouting violations that occurred during the 2021 and 2022 seasons because he did not demonstrate that he adequately promoted compliance and monitored his program. Harbaugh is also automatically responsible for the scouting and recruiting violations that occurred after January 1, 2023. The panel concludes that this is a Level I violation of Bylaw 11.

Michigan agreed that Harbaugh violated head coach responsibility legislation. Harbaugh, however, disagreed with this violation in his NOA response. Specifically, Harbaugh stated that a head coach responsibility violation would constitute “double jeopardy,” since he already received a three-game suspension from the Big Ten Conference in response to the scouting scheme. However, the conference’s imposition of a penalty does not impact the COI’s ability to conclude that a violation occurred.

When addressing his efforts to monitor staff and promote an atmosphere of compliance, Harbaugh argued that there were no “red flags” with regard to Stallions’ sign stealing practice that would have warranted Harbaugh questioning his staff members. Harbaugh did not discuss the impact of the recruiting allegations or the legislative change on his head coach responsibility allegation.

With regard to Harbaugh’s promotion of an atmosphere of compliance, the underlying allegations involved at least four full-time football staff members, three football interns and two football student-athletes. Per his own staff’s account, compliance education in the football program was lacking, in large part because the compliance staff was not welcomed into the program. Staff members also made statements indicating a disconnect from and disdain for Michigan’s compliance staff members—with one referring to compliance staff members as “[t]rue scum of the earth.” Michigan’s compliance staff also acknowledged the unwelcoming culture of the football program and stated that it made their jobs difficult. In sum, Harbaugh conditioned his staff to view compliance as, at best, a burden, and at worst, adversaries.

Regarding Harbaugh’s monitoring efforts, the record does not show that he took any steps to determine how Stalions was evaluating opponents’ signals. At the hearing, Stalions stated that, with regard to the scouting scheme, “no one really cared...or communicated how you got it done as long as you got it done.” Harbaugh’s approach is particularly troubling because he was directly involved in hiring Stalions full-time in 2022. Similarly, Harbaugh did not ask about recruiting practices or make any modifications to his monitoring practices following Michigan’s 2024 case, which involved similar recruiting violations.

Pursuant to Bylaw 19.1.2-(e), the level of a head coach responsibility violation is determined by the level of the underlying violations. The COI has recently concluded that Level I head coach responsibility violations occur when the head coach’s staff members committed Level I violations, and the head coach fell short of their monitoring and compliance efforts. *See University of Tennessee, Knoxville (Tennessee)* (2023) (concluding that a Level I head coach responsibility violation occurred when the head football coach personally provided impermissible inducements and benefits, and failed to monitor his staff when at least a dozen of them engaged in more than 200 violations over the course of two years) and *Auburn University* (2022) (concluding that a Level I head coach responsibility violation occurred when the head men’s basketball coach failed to promote an atmosphere of compliance and failed to monitor an associate head coach who committed inducement and benefit violations). As with the head coaches in those cases, Harbaugh’s violation is Level I.

**E. FAILURES TO COOPERATE AND POST-SEPARATION FAILURES TO COOPERATE [NCAA Division I Manual Bylaw 19.2.1, 19.2.1-(b), 19.2.1-(c), 19.2.1-(d), 19.2.1-(e), 19.2.1-(f), 19.2.1-(h), 19.2.2, 19.2.2-(a), 19.2.2-(b) and 19.2.2-(c) (2023-24)]**

At various times throughout this investigation, Stalions, Harbaugh, Moore and Robinson each failed to cooperate under Bylaw 19. Each of those violations is Level I, except for Moore’s failure to cooperate, which is Level II.

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

Bylaw 19.2.1 obligates all current and former institutional employees to cooperate with the objectives of the Association and its infractions program, which includes, among other things:

affirmatively preserving relevant materials, documentation and/or electronically stored information; assisting in the development of full information; providing complete and truthful responses during interviews; making a full and complete disclosure of relevant information, including timely production of materials or information; disclosing and providing access to all electronic devices and accounts; and preserving the integrity of an investigation and abiding by all applicable confidentiality bylaws. *See* Bylaws 19.2.1-(b), (c), (d), (e), (f) and (h).

In addition to fully cooperating in accordance with Bylaw 19.2.1, Bylaw 19.2.2 expressly states that individuals fail to cooperate when they refuse to provide or attempt to influence others to refuse to provide relevant information, or they provide or attempt to influence others to provide false or misleading information. *See* Bylaws 19.2.2-(b) and (c).

Relatedly, Bylaw 19.7.5.1 allows the panel to infer that any materials requested but not produced would support an alleged violation. Further, the panel may view a party's failure to interview with the enforcement staff or participate in the processing of a case as an admission to an alleged violation. *See* Bylaws 19.7.5.2 and 19.7.5.3.

Bylaw 19.1.2 defines a Level I violation as one that seriously undermines or threatens the integrity of the NCAA Collegiate Model. As an example of Level I conduct, the bylaw identifies an individual's failure to cooperate in an NCAA enforcement investigation and providing or attempting to influence others to provide false or misleading information. *See* Bylaws 19.1.2-(c) and (d).

## **2. Stalions violated his NCAA responsibility to cooperate during and after his employment at Michigan.**

### **Failure to Cooperate During Employment**

Between October 19 and November 2, 2023, Stalions failed to cooperate when he failed to preserve relevant materials and provide access to all relevant electronic devices. Specifically, he declined the institution's request to provide his personal phone for imaging, withheld hard drives by removing them from the football office, put documents in a backpack and instructed a student-athlete to bring them from the football offices to an intern's home, and instructed an intern to delete information. This conduct occurred while Stalions was still employed at Michigan, and the panel determines that it constitutes a Level I violation for both Stalions and the institution.

Stalions' response to this allegation consisted primarily of procedural arguments. At the hearing, Stalions once again expressed his concern with the enforcement staff's use of a confidential source in this matter. Specifically, Stalions questioned the motivations of the confidential source, who triggered the investigation and who is also relied upon as an on-the-record witness in some allegations but not identified as the initial source. Relatedly, Stalions also re-raised concerns about the confidential source's provision of Stalions' documents to the investigative firm and, later, the enforcement staff. Simply put, Stalions suggested that certain information may have been illegally obtained from his Google drive, resulting in the rest of the investigation being "fruit of the poisonous tree." In addition to Stalions' procedural concerns, Michigan raised substantive disagreements with the allegations. Both parties' arguments are addressed in turn.

As stated above in Section II of this decision, the use of a confidential source and an investigative firm in this matter has resulted in significant briefing and correspondence between the parties. Due to the parties' concerns, the chief hearing officer conducted an in camera review of the investigative file to ensure that all information supporting an allegation was attributable to an on-the-record witness. The chief hearing officer confirmed that it was. Thus, the identity of the confidential source remains irrelevant. What is relevant is whether the enforcement staff sufficiently corroborated its allegations based on on-the-record information. Where the panel concludes that violations occurred, the enforcement staff met that burden. Where the panel concludes that violations were not demonstrated, the panel concludes that there was not sufficient information to demonstrate a violation.

However, the panel is sensitive to the continued credibility concerns raised by the parties—particularly with regard to one witness. The panel has assessed the credibility of all witnesses and has concluded that, regarding that specific witness, some of the witness' statements are not as credible as others. At no point in this decision are the panel's findings or conclusions based solely on the statements of that witness. While it is the panel's obligation to assess credibility and, in some instances, it may have been reasonable to make findings or conclusions based on a witness statement alone, all findings and conclusions in this case are corroborated by other information in the record.

Turning to Stalions' "fruit of the poisonous tree" argument, the panel is not persuaded that the doctrine would apply under the facts and circumstances of this case. First, although Stalions alleges that illegal activity may have taken place, he never contacted law enforcement. The panel will not speculate on the reasons for declining to do so.

Second, there is no information in the record to suggest that the enforcement staff was complicit in the origin of the outside investigation or how the investigative firm obtained its information. Rather, as Stalions' counsel characterized it, the enforcement staff simply received "gift wrapped" documents in the investigative report.

Third, Stalions gave the student interns access to his Google drive and calendar. Specifically, multiple members of the “KGB” stated that they had log in access in order to view documents like the Master Chart and Google calendar. In short, Stalions willingly gave football interns access to the information that he now claims was obtained illegally. By doing so, the number of individuals who could have shared and acquired that information is unquantifiable and does not lead the panel to believe that illegal activity occurred.

Lastly, and perhaps most importantly, Stalions had a duty and obligation to produce the documents that he alleges were illegally obtained and others that have never been produced. Stalions has never taken any steps to produce the requested documents. Instead, he has represented that they are destroyed.

Again, there is no information in the record suggesting that any illegal activity occurred in this case. Moreover, and without making any legal judgments, if such activity occurred, it does not appear to have had any material effect on this case, and there are appropriate avenues for Stalions to take utilizing the traditional legal process.

The institution’s arguments regarding Stalions’ failure to cooperate violations are similarly unpersuasive. With regard to the institution’s request for Stalions’ personal cell phone, Michigan argued that Stalions did not fail to provide the device until after his employment at Michigan ended. Specifically, at the hearing, Michigan stated that Stalions was navigating hiring an attorney before agreeing to have his phone imaged. Michigan also denied that Stalions removed hard drives or relevant documents from the football office, stating that there is no evidence that those items were removed. Further, Michigan acknowledged that Stalions instructed intern 1 to delete information related to the scouting scheme but asserts that the violation should be designated as Level II.

To begin, Michigan’s chief compliance officer asked Stalions to turn over his personal cell phone on October 19, 2023. Per her account, Stalions “declined to do so.” Despite knowing that Stalions had been identified in connection with the scheme, Michigan allowed Stalions to leave the premises without imaging or securing the information on Stalions’ personal phone. In the following weeks, staff members made additional attempts to have Stalions image his personal phone while he was in the process of finding legal counsel. However, upon securing his attorney, Stalions abruptly resigned. There is no information in the record that suggests that Stalions took steps to produce that phone prior to resigning on November 3, 2023.

At the hearing, Michigan articulated the difficult position that institutions face when determining whether to terminate an employee who is under investigation. As Michigan pointed out, an institution can choose to retain the employee and attempt to secure their cooperation but will then be responsible for their conduct should they fail to cooperate. Although the panel is sympathetic to the institution’s position, it does not believe that the facts demonstrate that Stalions planned to

cooperate—especially in light of his express refusal. Michigan failed to preserve any information from Stalions’ personal phone. Thus, a violation occurred.<sup>29</sup>

Additionally, Stalions was known to use hard drives to store information related to the scouting scheme. After Stalions asked student-athlete 1 and intern 1 to remove items from the football office in backpacks, the enforcement staff asked both individuals about the contents of the bags. Notably, student-athlete 1 recalled putting a variety of items—including a “little black box kind of thing”—in a backpack. Intern 1 also indicated that the backpack he removed could have contained a hard drive, as Stalions essentially put “everything on his desk and some files next to his desk” into the backpack. According to another football staff member, Stalions called him later that evening concerned about a hard drive that he may have left in the football office. Roughly two weeks later, Stalions was recorded telling student-athlete 1 that both his phone and a hard drive with “dirty film” were at the bottom of a pond. Given the ample record information, the panel concludes that this violation occurred.

Lastly, Stalions instructed intern 1 to “clear out” emails, photos, texts and videos related to the scouting scheme. Intern 1 complied and then instructed a friend, who attended and recorded three games as part of the scheme, to do the same. Although the institution argued that the violation should be Level II, failure to cooperate violations are presumptively Level I. *See* Bylaws 19.1.2-(c). The panel believes that designation is appropriate in this case, as well.

The scope and scale of Stalions’ failure to cooperate is one of the more significant and serious failures the COI has seen. The COI has previously concluded that Level I violations occur when parties fail to cooperate, including failing to produce requested records. *See Arizona State* (concluding that an associate head football coach failed to cooperate when he refused to provide his bank records); *Youngstown State University* (2022) (concluding that a head women’s soccer coach failed to cooperate when he refused to sit for a second interview with the enforcement staff and provide his cell phone for imaging); and *Georgia Institute of Technology* (2021) (concluding that an assistant women’s basketball coach failed to cooperate, in part, when he failed to produce the requested bank records). The COI has also concluded that Level I violations occur when individuals instruct others to delete information. *See University of Mississippi* (2016) (concluding that Level I violations occurred when staff members personally deleted or instructed a student-athlete to delete relevant information and told the student-athlete to provide false or misleading information). As with the individuals in those cases, the violation is Level I.

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<sup>29</sup> When asked about the destruction of his phone during the hearing, Stalions estimated that he got rid of his phone approximately one week after news of the scheme broke in the media. Based on that timeline, Stalions would have still been employed at Michigan at the time he destroyed his phone. If Stalions’ estimate is accurate, any assertion by the institution that Stalions was working towards providing his phone is incorrect.

### **Post-Separation Failure to Cooperate**

After resigning from Michigan on November 3, 2023, Stalions continued to fail to meet his legislated responsibility to cooperate. Specifically, Stalions instructed a student-athlete to provide false or misleading information related to the scouting activities; refused to produce the full scope of requested records; failed to assist the enforcement staff in its development of full information during his interview; provided false or misleading information related to his involvement in the scouting activities; and failed to maintain the integrity of the investigation when he disclosed information on X (formerly Twitter) and during the production of a Netflix documentary. The panel determines that this constitutes a Level I violation for Stalions.

In his response, Stalions rejected each subpart of the enforcement staff's allegation. Stalions contended that his conduct either did not occur or did not constitute a violation. The panel is not persuaded.

The information in the record substantiates each of Stalions' post-separation failure to cooperate violations. Stalions expressly instructed student-athlete 1 to "lie [his] ass off" about specific aspects of his involvement in the scheme. He also refused to provide full, or even close to full records requested by the enforcement staff. During his interview, Stalions and his counsel would not agree to confidentiality procedures, would not directly answer many questions and were hostile towards the enforcement staff.<sup>30</sup> Additionally, Stalions denied his involvement in the scouting violations because he disagreed with the enforcement staff's interpretation of the bylaw. Further, using two alias X accounts, Stalions posted case information, along with sensitive details like the names of enforcement staff members, and included portions of his interview in the Netflix documentary.

At the hearing, Stalions primarily addressed his disagreement with the documentary portion of this allegation. Specifically, Stalions claimed that his participation aligned with Bylaw 19.3.1, which permits parties to confirm, correct or deny information that has been made public. In addition to putting forward justification for why he should have been permitted to participate in the documentary, Stalions also accused the enforcement staff—both in his response and at the hearing—of breaching confidentiality. The enforcement staff vigorously denied that accusation in its written reply and at the hearing.

The panel recognizes that, under Bylaw 19.3.1, public statements are permitted. But they must align with the constraints of the bylaw. By participating in the documentary, Stalions did far more than confirm, correct or deny public information. Instead, the documentary was a piece of public advocacy that shared confidential details, including footage of the enforcement staff from their April 25, 2024, interview. Stalions and his counsel also sat for interviews with the production company. There are appropriate ways to comment publicly under Bylaw 19.3.1, and it is not

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<sup>30</sup> Stalions' counsel were also hostile at points during the in-person infractions hearing. The panel understands the role of advocacy in the NCAA's peer-review infractions process but is disappointed by the conduct of Stalions' counsel. Their approach was not reflective of the civil decorum required and expected by the COI and the membership. However, that conduct in no way affected the panel's decision making in this case.

uncommon for parties to do so. Stalions' conduct went far beyond the outermost limits of the bylaw. Such behavior threatens the integrity of the process and the people involved in it. In light of this conduct, Stalions' participation in the documentary violated his legislated responsibility to cooperate.

The COI has previously concluded that Level I violations occur when parties influence someone to provide false or misleading information. *See Florida International University (FIU) (2023)* (concluding that a head softball coach engaged in a Level I violation when she told a prospect to lie about being related if anyone questioned her presence on campus) and *U.S. Air Force Academy (Air Force) (2023)* (concluding that Level I violations occurred when an assistant coach encouraged a prospect to not post on social media about his visit, which occurred during the COVID-19 recruiting dead period). Additionally, Level I violations occur when parties personally provide false or misleading information. *See Arizona State* (concluding that Level I violations occurred when two football staff members denied their knowledge of or involvement in recruiting violations) and *Michigan (2024)* (concluding that a Level I violation occurred when the head football coach denied his knowledge of or involvement in recruiting violations, but his conduct was significantly supported by the record). As stated above, Level I violations may also occur when parties fail to provide the enforcement staff with requested records. *See Arizona State; Youngstown State and Georgia Tech.* The panel concludes that Stalions failed to cooperate following his employment at Michigan, and that violation is Level I.

### **3. Harbaugh violated his NCAA responsibility to cooperate after his employment at Michigan ended.**

From January 24, 2024, to the present, Harbaugh failed to cooperate when he did not provide the enforcement staff with requested text and telephone records from his personal cell phone. Harbaugh also refused to participate in an interview with the enforcement staff. The panel concludes this violation is Level I for Harbaugh.<sup>31</sup>

In his NOA response, Harbaugh disagreed with this allegation, stating that he never refused to comply with the enforcement staff's requests. Rather, he claimed that he did not have time to participate in an interview or produce the significant number of requested records. The panel disagrees with Harbaugh's characterization.

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<sup>31</sup> The enforcement staff also alleged that, from October 20, 2023, to January 24, 2024, Harbaugh and Michigan were both responsible for Harbaugh's failure to produce the requested records while employed at the institution. Although the panel recognizes the delay caused by Harbaugh's conduct, it is persuaded by the institution's argument that his resignation came before the final production deadline. The panel appreciates the enforcement staff's collaborative approach in the investigation. It was reasonable for the enforcement staff to expect the production of documents on a rolling basis. Unfortunately, that did not occur. Although disappointing, the panel will not speculate as to why that information was not produced or why Michigan did not more actively pursue the production of that information under its obligations. That said, without expiration of a firm deadline, it would be unfair to hold Michigan accountable for a Level I violation. The panel encourages the enforcement staff to continue use of rolling production periods. But to better promote production and guard against potential abuse, the enforcement staff should establish clear written expectations and deadlines for all potentially impacted parties—individuals and institutions.

Following the enforcement staff's October 20, 2023, rolling production request, Michigan used a private company to conduct device imaging for its staff members, including Harbaugh. On December 7, 2023, the institution provided Harbaugh and his counsel with "priority reports" of the device images from his personal cell phone. However, as a result of the vendor's error, some of Harbaugh's personal messages were inappropriately included in the report. Over the next few weeks, the enforcement staff contacted Harbaugh's counsel in an attempt to retrieve the records. But, according to Michigan, Harbaugh was still in the process of reviewing his phone images to exclude personal materials. Michigan also noted that Harbaugh's January 24, 2024, resignation came one week before the enforcement staff's "final" document production deadline. After his employment at Michigan, Harbaugh continued to be nonresponsive to the enforcement staff's May 17, 2024, final request for an interview and the outstanding records. To date, Harbaugh has never produced the requested records or sat for an interview. Therefore, he failed to cooperate.

As stated above, the COI has previously concluded that Level I violations occur when parties fail to provide the enforcement staff with the requested records. *See Arizona State; Youngstown State; and Georgia Tech.* Consistent with case guidance, the panel concludes that Harbaugh's failure to cooperate violation is Level I.

#### **4. Moore violated his NCAA responsibility to cooperate during his employment at Michigan.**

On October 19 and 20, 2023, Moore failed to cooperate when he failed to preserve relevant information—text messages with and related to Stalions. Specifically, Moore deleted 52 text messages exchanged with Stalions on his personal phone, and deleted a single message sent from his work phone that referenced Stalions. The panel concludes that the violation is Level II.

All parties agree that this violation occurred. According to the record, Moore deleted his text thread with Stalions approximately 30 minutes after news of the allegations broke on October 19, 2023. The following day, he deleted a text he sent to another staff member that referenced Stalions standing by Moore during a game. Notably, Moore deleted at least one of the text messages after receiving a preservation notice from the institution. Moreover, Moore did not proactively disclose that he deleted the texts, and he attempted to blame the lack of retention on storage space. When Moore eventually admitted to the conduct, he explained that his decision to delete the texts was an emotional reaction to the allegations.

As stated above, failure to cooperate with an NCAA investigation is presumptively a Level I violation. *See* Bylaw 19.1.2-(c). However, the parties agreed that the case-specific facts weigh in favor of a Level II designation for Moore's conduct. Specifically, Moore's texts were recovered without issue, he acknowledged and provided an explanation for his conduct upon being questioned and he continued to cooperate through the remainder of the investigation. Moreover, and while not directly relevant to the underlying conduct, Moore attended the two-day in-person hearing and provided candid, valuable perspective. Importantly, Moore—Michigan's current head football coach—explained his views on compliance and the culture of compliance he intends to instill in his program. Michigan's chief compliance officer confirmed that Moore has taken a new

and different approach than his predecessor. The panel factored this positive development into Moore's violation, classification and ultimate penalty.

The COI has previously concluded that partial or belated cooperation is Level II under similar circumstances, particularly when the conduct did not impede the investigation. *See Siena College* (2020) (concluding that a Level II violation occurred when a head coach denied providing a cash payment to a student-athlete, but that denial did not impede the investigation because the violation was substantiated by other information); *University of North Carolina at Chapel Hill* (2017) (concluding that a curriculum secretary committed a Level II violation when she did not participate in the investigation for nearly three years but eventually sat for an interview and participated in the infractions hearing) and *Syracuse University* (2015) (concluding that an academic coordinator committed a Level II violation when she did not participate in the investigation initially). As with the individuals in those cases, Moore's conduct warrants a Level II designation.

**5. Robinson violated his NCAA responsibility to cooperate during his employment at Michigan.**

On April 23, 2024, Robinson failed to cooperate when he provided false or misleading information during his interview with the enforcement staff. Specifically, Robinson denied providing gear to prospect 1. The panel concludes that this is a Level I violation.

During his interview with the enforcement staff, Robinson asserted that any gear provided to prospect 1 was given to him as an award during the institution's football camp. However, prospect 1 recalled receiving a bag of gear from Robinson. The case record also contains Robinson's contemporaneous text messages asking another staff member about getting gear for prospect 1. Thus, Robinson's denial is inconsistent with the information in the case record and constitutes false or misleading information.

As stated above, the COI has consistently concluded that Level I violations occur when individuals knowingly provide false or misleading information about their involvement in violations. *See Arizona State* and *Michigan* (2024). Because the panel concluded that the underlying recruiting violation occurred, it also determines that Robinson provided false or misleading information when he denied that conduct.<sup>32</sup>

**F. FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2021-22) and Bylaw 8.01.3 (2022-24)]**

From the fall of 2021 into the fall of 2023, Michigan failed to monitor its football program. The violation is Level II.

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<sup>32</sup> Again, Robinson did not respond to the NOA. Robinson's non-response permits the panel to conclude that his failure to cooperate violation occurred. *See* Bylaw 19.8.4.1.

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

Previously, Article 2 of the NCAA Constitution set forth core principles for institutions conducting intercollegiate athletics programs. Specifically, Constitution 2.8.1 (2021-22 Division I Manual) required an institution to abide by all rules and regulations, monitor compliance and report instances of noncompliance. After the adoption of a new Constitution in 2022, that principle is now codified in Bylaw 8.01.3.

**2. Michigan failed to monitor its football program, allowing underlying scouting and recruiting violations to occur over a three-year period.**

The underlying scouting and recruiting violations demonstrate that Michigan failed to monitor its football program. Specifically, Michigan failed to create a culture of compliance in the football program and educate and monitor its football staff and interns. The panel concludes that this is a Level II violation of Bylaw 8.

**Culture of Compliance**

As stated above, the relationship between Michigan's football staff members and the compliance office was often challenging, tense and disrespectful. That atmosphere was due in large part to the culture fostered by Harbaugh. According to Michigan's chief compliance officer, Harbaugh viewed her as "a thorn in his side." At best, compliance was seen as a "roadblock," and at worst, they were seen as the enemy "working against" the football staff from the inside. The culture was dysfunctional and fell short of the expectations of a Division I athletics program.

In addition to being unwelcoming towards Michigan's compliance staff, the culture of compliance within the football program was not one that proactively identified and reported violations. Even when individuals raised concerns, those concerns never made it to the compliance staff. They were shut down within the program and/or individuals were encouraged to let concerns go. Again, as demonstrated by his approach with Stalions, Harbaugh's promotion of compliance appears to have been minimal to nonexistent. Due to his lower-level analyst role, Stalions was able to operate a self-described "counterintelligence" operation in the football offices that was either embraced by the program or went largely unnoticed.

Compliance is a shared responsibility on campus. However, Michigan's football program did not embrace that responsibility. Unfortunately for the compliance staff, Harbaugh's football program had become impenetrable and unmanageable.

**Monitoring and Educating**

In reference to its interns, Michigan acknowledged that they were involved in the scouting scheme and did not receive targeted rules education. According to Michigan's chief compliance officer, the interns had varying start and end dates and would "come and go" quite a bit, which made them difficult to keep track of. Accordingly, Michigan did not have any formal processes to identify,

educate and/or monitor its interns. Further, the chief compliance officer explained that the institution was targeting compliance education efforts towards other on-field staff members given the violations in Michigan's previous case.

More broadly, the chief compliance officer noted that the football program was not proactively educating any of their staff members. Specifically, she stated that "I can't think of [a] time when we scheduled a meeting at football's request. I feel like it was pretty much always at our -- like we were saying, hey, we've got to get in there, we've got to do some education."

In this case, two interns involved in the scheme reported they were unsure whether their actions were permissible. Additionally, an intern who participated in impermissible campus tours in Michigan's previous case has, once again, been involved in violations at the direction of full-time staff members. The overarching lack of education for interns is concerning—particularly in a program where staff have repeatedly shown their disregard for compliance and willingness to involve interns in their schemes.

Pursuant to Bylaw 19.1.3-(b), failure to monitor violations are presumed to be Level II unless the conduct is substantial or egregious. While aspects of this case are particularly troubling and could support a Level I violation, the panel strongly considered the appropriate balance of responsibility and with whom it most appropriately rests. Although Michigan acknowledged compliance shortcomings, the failures do not and should not rest with Michigan's chief compliance officer or her staff. She faced an insurmountable challenge with Harbaugh and his football program, one in which she was never going to prevail. While not an excuse for the failure to monitor violation or the responsibility the institution shares in the violation, the Level I designation is more appropriate for the head coach responsibility violation.<sup>33</sup> To be clear, more should have been done from an institutional leadership standpoint to provide Michigan's chief compliance officer and her staff more support with the football program. However, based on the unique facts of this case, the panel concludes that Michigan's failure to monitor violation is Level II.

## **V. VIOLATIONS NOT DEMONSTRATED**

The NOA alleged additional violations for Partridge, including: (1) arranging and conducting impermissible tryouts with prospects; (2) providing an impermissible inducement to a prospect; and (3) failing to cooperate during and after his employment at Michigan. The recruiting allegations were presented as Level II. The failure to cooperate allegations were presented as Level I. Partridge disputed each of the allegations. The panel concludes that the case record does not demonstrate that these violations occurred.

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<sup>33</sup> The institution shares the Level I head coach responsibility violation with Harbaugh.

### **Impermissible Tryouts**

The enforcement staff alleged that Partridge conducted impermissible tryouts with prospects on four occasions during the spring and summer of 2023. Three of those alleged tryouts consisted of individual workouts with prospect 1 at Michigan’s practice facilities. The other alleged tryout was a group workout on Michigan’s practice field.

Across his interviews with the enforcement staff, prospect 1 stated that he engaged in multiple individual workouts with Partridge. However, some of prospect 1’s statements were unclear, and he seemed to have trouble recalling the total number of workouts that may have occurred.

Partridge consistently denied conducting any individual workouts and suggested that prospect 1 could have been referring to other, permissible interactions. Specifically, Partridge gave prospect 1’s stepfather “film drills” to run and worked on technique with prospect 1 while watching film in Partridge’s office. Moreover, at the hearing, Partridge recalled that prospect 1 attended camps at Michigan in May and/or June, during which he and Partridge would have interacted.

Notably, the panel considered several text exchanges between Partridge and prospect 1 referencing working out. During those conversations, Partridge made statements about needing “to do that in the summer” because there were “[t]oo many people around now.” He also encouraged prospect 1 to visit in May and June 2023 so they could “do some more ball” and “talk [football] and train.” At the hearing, Partridge explained that, although several of the text exchanges indicated Partridge’s interest in working out with prospect 1, his messages were crafted in an attempt to push off the workouts until football camps started at Michigan in May and June. In that way, Partridge was attempting to be responsive to prospect 1, while still complying with tryout legislation. The panel is persuaded by Partridge’s account of these events.

The panel is also persuaded by Partridge’s explanation of Michigan’s BBQ at the Big House Camp. All three prospects were registered camp attendees, and the timing of the workout appeared to align with a scheduled camp activity.<sup>34</sup> In light of Partridge’s arguments, the panel does not conclude that any individual or group workouts constituted violations.

### **Impermissible Recruiting Inducements**

The enforcement staff alleged that, on one occasion, Partridge walked prospect 1 to the equipment room to receive gear. As addressed previously, Michigan disputed that prospect 1 received any gear from football staff members. Partridge also denied that he provided any gear to prospect 1, other than a camp T-shirt given to all attendees of the BBQ at the Big House Camp.

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<sup>34</sup> At the hearing, Partridge indicated that he obtained video showing that the group workout took place as part of the camp. Because Partridge’s introduction of the video did not comply with the legislated 30-day pre-hearing submission deadline, the panel did not accept the footage into the record. However, the panel provided the parties with the opportunity to object to Partridge’s characterization of the footage. The parties did not object. Thus, the panel accepted Partridge’s representation regarding the contents of the video.

In prospect 1's interview with the enforcement staff, he did not initially mention that Partridge provided him gear. After being asked multiple times, prospect 1 stated that Partridge, as well as Clinkscale, each walked him to the equipment room on one occasion. The record contains a photo of Partridge and prospect 1, with prospect 1 holding the camp T-shirt.

Although the panel concludes that the other inducements are sufficiently supported by information in the record, the panel does not believe that there is sufficient information to conclude that Partridge directly provided or assisted in providing prospect 1 with an impermissible inducement in the form of gear.

### **Failure to Cooperate**

The enforcement staff alleged that Partridge failed to cooperate when, while employed at Michigan, he attempted to influence student-athlete 1 to provide false or misleading information to the enforcement staff regarding the impermissible scouting scheme. Following his employment at Michigan, the enforcement staff alleged that Partridge failed to cooperate when he denied his involvement in violations—specifically, the alleged tryouts, provision of an inducement, and influencing student-athlete 1 to provide false or misleading information. Additionally, the enforcement staff alleged that Partridge withheld text messages related to the allegations.

Although questions remain about Partridge's knowledge of the impermissible scouting scheme, there is insufficient information to reasonably conclude that Partridge attempted to influence a student-athlete to lie about it to the enforcement staff. Likewise, the panel did not conclude that Partridge engaged in tryout or inducement violations, thus his denials did not constitute violations. Finally, although Partridge should have been more intentional and careful with his phone records, his delayed production of relevant materials resulted from technological issues, vastly different from the intentional behaviors of others in this case.

## **VI. PENALTIES**

### **A. Classification**

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 Level I violations as those that seriously undermine or threaten the integrity of the NCAA Collegiate Model, including any violation that provides or is intended to provide a substantial or extensive competitive or other advantage. 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, competitive or other advantage.

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

Aggravated for Michigan, Stalions, Harbaugh and Robinson; Level II-Standard for Moore; and Level II-Mitigated for Partridge.

### **Aggravating Factors for Michigan**

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-(d): Violations were premeditated, deliberate or committed after substantial planning.

Bylaw 19.12.3.1-(e): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

Bylaw 19.12.3.1-(g), A pattern of noncompliance within the involved sport program.

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

The enforcement staff proposed six aggravating factors for Michigan. Michigan agreed on the application of two of the factors: Bylaw 19.12.3.1-(a) and Bylaw 19.12.3.1-(e). The panel applies five of the factors, affording them all normal weight, and declines to apply one of the factors.

First, Bylaw 19.12.3.1-(a), *Multiple Level I and/or Level II violations*, applies because Michigan is responsible for four Level I violations and four Level II violations. The panel applies the factor with normal weight.

With respect to Bylaw 19.12.3.1-(d), *Violations were premeditated, deliberate or committed after substantial planning*, this factor applies due to Stalions' operation of an extensive and complex impermissible scouting scheme. In addition to raising concerns with this factor's applicability to institutions, Michigan also stated that "rogue" conduct by a low-level staff member should not extend to the institution so as to warrant this factor's application.<sup>35</sup> Michigan's arguments are not persuasive. Moreover, Stalions was not a rogue actor and he did not operate in isolation or out of plain view. Stalions' scheme regularly involved other members of the Michigan football program, ranging from a full-time staff member to interns and student-athletes. Although it is unclear just how much other individuals in the football program knew about the innerworkings of the scheme, most were aware of his signal deciphering role, with Stalions even proudly receiving a game ball from Harbaugh for his efforts. The panel applies this factor with normal weight.

The panel applies Bylaw 19.12.3.1-(e), *Persons of authority condoned, participated in or negligently disregarded the violation*, to Michigan. As stated above, several staff members in the football program, up to and including Harbaugh, were aware of the scheme. Although Harbaugh knew that Stalions was engaging in sign stealing, he did not believe there were sufficient "red

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<sup>35</sup> In its NOA response, Michigan argued that this factor and its predecessor—Bylaw 19.9.3-(f)—have rarely applied to institutions. The recently revised set of aggravating and mitigating factors went into effect on January 1, 2023. In addition to several other changes, the legislation created two separate lists of factors for institutions and individuals. Although there is significant overlap between the lists, the new legislation revised or removed factors deemed inapplicable to that party. In other words, the existence of Bylaw 19.12.3.1-(d) indicates that the membership believes it may be applied to institutions.

flags” to warrant questioning his staff. Additionally, Stalions’ scheme involved football interns and student-athletes in impermissible scouting violations. Although Stalions was not a coach and was regularly referred to as a “low level staff member,” he was the primary individual operating a widespread scouting scheme and had authority over others involved in the football program. As such, he was a person of authority to the interns and student-athletes who he involved in and who helped carry out the scheme.

The COI has applied this factor and its predecessor (Bylaw 19.9.3-(h)) to lower-level coaches and non-coaching staff members when they personally participated in violations. *See LSU* (applying the factor to the institution when an assistant football coach was directly involved in recruiting violations during the COVID-19 recruiting dead period) and *University of Louisville* (2017) (applying this factor to the institution based on the violations of a director of operations because he was responsible for overseeing student-athletes in a specific dormitory). The panel applies this factor to Michigan with normal weight.

Additionally, the panel applies Bylaw 19.12.3.1-(g), *A pattern of noncompliance within the involved sport program*, because football staff, from top to bottom, engaged in violations and failed to cooperate, all during the processing of Michigan’s previous case. Michigan argued that any allegations are, at most Level II, and the scope of this case does not align with other cases where this factor applied.

The COI has applied this factor’s predecessor (Bylaw 19.9.3-(k)) when there is a significant history of non-compliance within a specific sports program. *See Tennessee* (applying the factor because the football program engaged in more than 200 violations over the course of two years) and *University of Connecticut (UConn)* (2019) (applying the factor because the men’s basketball program committed multiple Level II violations over four years). As stressed throughout this decision, the football program lacked a culture of compliance. The violations centered on an elaborate scouting scheme, which involved football staff members, interns and student-athletes. Moreover, multiple football staff members engaged in recruiting violations and failed to cooperate. The panel also notes that the violations in this case occurred during the processing of Michigan’s previous infractions case, which also involved significant violations in the football program. The panel concludes that this factor applies with normal weight.

Further, regarding Bylaw 19.12.3.1-(i), *Intentional, willful, or blatant disregard for NCAA bylaws*, football staff members engaged in intentional and willful violations of longstanding scouting and inducement legislation. Michigan asserted, however, that none of the individuals involved in the underlying allegations possessed “institutionally derived authority.”

The COI has traditionally applied this factor and its predecessor (Bylaw 19.9.3-(m)) to institutions when an individual’s conduct is directly tied to the individual’s performance of institutional responsibilities. In *Georgia Tech* (2021), the Division I Infractions Appeals Committee stated that, in its view, the factor applies when there is a connection between an action or inaction by the institution and the underlying violation. The IAC also identified head coach responsibility and failure to monitor violations as potential examples of that nexus. This case involves both head

coach responsibility and failure to monitor violations that largely stem from the same issue—Harbaugh’s disregard for NCAA bylaws and compliance. Based on Harbaugh’s indifference to compliance, his staff actively engaged in violations. The football program saw the compliance office as the enemy. Moreover, that indifference to rules compliance led Harbaugh to be passive and inactive when it came to identifying any red flags or asking questions about Stalions’ scouting scheme. The panel applies this factor with normal weight.

Finally, the enforcement staff identified Bylaw 19.12.3.1-(c), *Failing or refusing to take all appropriate steps to advance resolution of this matter*, alleging that Michigan failed to produce a timely rolling production of documents as requested on October 20, 2023, and ensure that those documents were complete and accessible. The panel declines to apply this factor because there was not sufficient evidence to show that Michigan hindered or thwarted the investigation. As mentioned earlier, the panel is disappointed that Michigan did not take a more active role in producing the requested materials or using its authority to ensure that its employees met their obligations. Michigan and others may have taken advantage of the enforcement staff’s early collaborative approach. Absent clear written expectations and deadlines, however, the factor cannot apply to Michigan. It is unfortunate that the enforcement staff will likely need to alter its approach in the collaborative peer review process, but to promote timely production in a rolling manner and set clear expectations, the enforcement staff should include written expectations and deadlines.

### **Mitigating Factor for Michigan**

Bylaw 19.12.4.1-(e): An established history of self-reporting Level III or secondary violations.

The enforcement staff proposed one mitigating factor, Bylaw 19.12.4.1-(e). Michigan agreed with the application of this factor and proposed two additional mitigators: Bylaw 19.12.4.2-(b) and Bylaw 19.12.4.2-(f). The panel applies the agreed-upon factor but does not apply either of Michigan’s proposed factors.

With respect to Bylaw 19.12.4.1-(e), the factor applies because Michigan reported 92 Level III or secondary violations from 2019 to 2024 (approximately 18 violations each year). According to the legislation, institutions must report an average of at least five violations per year to receive credit for this factor. Thus, the factor applies to Michigan with normal weight.

Michigan proposed the application of Bylaw 19.12.4.1-(b), *Prompt acknowledgement of and acceptance of responsibility for the violations*. Specifically, Michigan argued that it obtained outside counsel, preserved and produced records and took swift employment action. However, Michigan’s failure to take accountability for the conduct in this case weighs against the application of this factor. As contemplated by the peer review process, Michigan contested, vigorously at times, the core violations in this case. Rather than accept responsibility for Stalions’ conduct, Michigan attempted to dwindle it down to a few instances by interpreting any meaning away from the bylaw and creating an overly formulaic multi-factor test. These actions do not align with the behaviors this factor anticipates. The COI has previously applied this factor or its predecessor

(Bylaw 19.9.4-(b)) when an institution takes complete ownership of the conduct in a case. *See Ohio State* and *Youngstown State*. Although Michigan self-imposed penalties, it disputed a significant portion of the conduct in this case. The panel declines to apply the factor.

Michigan also proposed the application of Bylaw 19.12.4.1-(f), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*. Specifically, Michigan claimed that its systems exceeded NAAC Reasonable Standards, and it regularly educated its football staff. The panel does not dispute Michigan's chief compliance officer's general efforts. But those efforts were unsuccessful. Little about the Michigan football program's culture was designed to ensure rules compliance or head coaching standards. In this case, Michigan's compliance systems did not detect the violations that occurred across three academic years. Further, the institution failed to monitor its football program. While the panel opted for a Level II instead of a Level I failure to monitor violation, those same considerations do not warrant application of a mitigating factor. *See Ohio State* (declining to apply the factor where the violations went undetected for several years). The panel declines to apply the factor.

### **Aggravating Factors for Stalions**

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 to advance resolution of the matter.

Bylaw 19.12.3.2-(c): Violations were premeditated, deliberate or committed after substantial planning.

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-(f): Conduct or circumstances demonstrating an abuse of a position of trust.

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

The enforcement staff proposed six aggravating factors for Stalions. Stalions did not agree with any of the factors. The panel applies all six of the factors to Stalions.

Bylaw 19.12.3.2-(a), *Multiple Level I and/or Level II violations*, applies because Stalions is responsible for three Level I violations. The panel applies the factor with normal weight.

The panel applies 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*, due to Stalions' multiple failure to cooperate violations, each containing several instances and categories of noncooperative behavior. In short, Stalions' multiple and repeated failures to cooperate are some of the worst the COI has ever seen. Any one of those actions would support the application of this factor. Although the panel appreciates Stalions' attendance at the hearing, his participation did not make up for his previous failures to cooperate. *See Arizona State* (applying the factor to the associate head football coach, who refused to provide financial records requested by the enforcement staff and provided false or misleading information during his interview). The panel applies the factor with normal weight.

With regard to Bylaw 19.12.3.2-(c), *Violations were premeditated, deliberate or committed after substantial planning*, the factor applies to Stalions on the basis of the scouting scheme. The COI has historically applied this factor or its predecessor (Bylaw 19.9.3-(f)) where individuals knowingly engaged in violations of NCAA legislation and those violations involved some degree of coordination. See *Arizona State* (applying the factor to an associate head football coach who orchestrated and implemented a scheme to impermissibly bring prospects to campus for roughly one year during the dead period) and *Tennessee* (applying the factor to a head football coach who made conscious and deliberate decisions to provide prospects, student-athletes and/or their families with cash inducements and benefits). Stalions' operation of the scouting scheme required a significant amount of coordination, planning and attention to detail. As the architect behind the operation, Stalions dedicated significant and deliberate planning to the execution of the scheme. Therefore, the panel applies the factor with normal weight.

With respect to Bylaw 19.12.3.2-(d), *Persons of authority condoned participated in or negligently disregarded the violation or related wrongful conduct*, Stalions not only participated in violations by conducting an entire impermissible scouting scheme, but also directed the participation of football interns and student-athletes in violations. As noted above, the COI has previously applied this factor to noncoaching staff members where those individuals have had some level of authority within their program. See *Louisville*. The panel applies this factor with normal weight.

The panel also determines that Bylaw 19.12.3.2-(f), *Conduct or circumstances demonstrating an abuse of a position of trust*, applies to Stalions due to his involvement of football interns and student-athletes in violations. Further, he used that position of trust to try and influence others to lie and "stick to [a] story" during the investigation. The COI has applied the factor when an individual in a position of trust directly involves a prospect or student-athlete in violations. See *CSUN* (applying the factor to a head men's basketball coach, who involved coaches, staff, prospects, and prospects' family members in recruiting violations during the COVID-19 recruiting dead period); *Oklahoma State* (applying the factor to an associate head men's basketball coach, who introduced a student-athlete to a financial advisor in exchange for cash bribes from the advisor); and *Georgia Tech* (2019) (applying the factor to an assistant men's basketball coach, who took a prospect to a prominent booster's home and a strip club during the prospect's official visit). The panel applies this factor with normal weight.

Lastly, with respect to Bylaw 19.12.3.2-(i), *Intentional, willful or blatant disregard for NCAA bylaws*, the enforcement staff argued the factor should apply because Stalions intentionally violated a longstanding prohibition on in-person scouting. Stalions said he interpreted the bylaw on his own and did not need to check with compliance. He also admitted in the documentary that he "exploited the rules." His own actions and words demonstrate an intentional attempt to circumvent the rules. In other words, he showed an intentional disregard for the rules. In past cases, the COI has applied this factor and its predecessor (Bylaw 19.9.3-(m)) to individuals who violate NCAA legislation knowingly. See *FIU* (applying the factor to the head softball coach who knowingly ignored the COVID-19 recruiting dead period by having in-person contact with prospects and attempted to cover up her conduct by instructing one of her student-athletes to lie if

questioned about one of the prospect's presence on campus). The panel applies this factor with normal weight.

### **Mitigating Factor for Stalions**

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

The enforcement staff proposed one mitigating factor for Stalions, with which he agreed. Stalions did not propose any additional mitigating factors.

Regarding Bylaw 19.12.4.2-(e), the panel applies that factor because Stalions has not been found to have committed any prior Level I, Level II or major violations during his career. The panel affords this factor normal weight.

### **Aggravating Factors for Harbaugh**

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 to advance resolution of the matter.

Bylaw 19.12.3.2-(g): A pattern of noncompliance within the involved sport program.

The enforcement staff identified three aggravating factors for Harbaugh. Harbaugh did not address the proposed aggravating factors in his response to the NOA. The panel applies all three of the factors.

First, Bylaw 19.12.3.2-(a), *Multiple Level I and/or Level II violations*, applies because Harbaugh is responsible for two Level I violations. The panel applies the factor with normal weight.

With regard to 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*, Harbaugh refused to produce the requested records and interview with the enforcement staff. His actions meet the plain language of the aggravating factor. The COI has previously applied this factor when an involved individual failed to cooperate with the enforcement staff's investigation by refusing to produce the requested records. *See Arizona State* (applying the factor to the associate head football coach, who refused to provide financial records requested by the enforcement staff and provided false or misleading information during his interview). The panel applies this factor with normal weight.

Further, the panel applies Bylaw 19.12.3.2-(g), *A pattern of noncompliance within the involved sport program*, due to Harbaugh's back-to-back infractions cases. Taking the two cases together, Harbaugh's program regularly committed Level I and Level II violations. Harbaugh, his coaches, staff members and interns alike were active and willing participants in rules violations. By definition, Harbaugh's program had a pattern of noncompliance. The COI has previously applied this factor's predecessor to involved individuals who engage in violations repeatedly and/or over

a significant period time. *See University of Oregon* (2018) (applying this factor where there was “a clear pattern of noncompliance involving the same individual committing the same violations over and over, even after being disciplined”). The panel applies this factor with normal weight.

### **Mitigating Factors for Harbaugh**

The enforcement staff did not identify any mitigating factors for Harbaugh, and Harbaugh did not propose any mitigating factors in his response to the NOA.

### **Aggravating Factor for Moore**

Bylaw 19.12.3.2-(b): Failing or refusing to take all appropriate steps to advance resolution of the matter.

The enforcement staff identified one aggravating factor for Moore. Moore disagreed with the application of that factor. The panel determines that the factor applies.

As with Harbaugh, the enforcement staff identified Bylaw 19.12.3.2-(b), due to Moore’s failure to cooperate during the investigation. Specifically, Moore deleted more than 50 text messages upon news breaking regarding the scouting scheme. All of the deleted texts related to Stalions and were thus relevant to the investigation. Although Moore had not received the institution’s preservation notice at the time he deleted most of the texts, he continued to delete at least one text after receiving the notice and he did not acknowledge his conduct until directly asked by the enforcement staff. As stated above, the COI has previously applied this factor when an involved individual failed to cooperate with the enforcement staff’s investigation by refusing to produce the requested records. *See Arizona State*. The panel applies this factor with normal weight.

### **Mitigating Factors for Moore**

The enforcement staff did not identify any mitigating factors for Moore. Moore proposed two mitigating factors, which the panel declines to apply.

First, Moore proposed Bylaw 19.12.4.2-(d), *Affirmative steps to expedite final resolution of the matter*, due to his participation in the investigation, including his production of records. Although Moore participated in the investigation after initially withholding information, Moore’s conduct met but did not exceed his fundamental obligations under Bylaw 19.2.1. This factor is often applied when individuals expedite the resolution of a case via their case processing selection—e.g., by utilizing the NR process—or otherwise assist the enforcement staff in developing information, thus accelerating the investigation. The COI has also applied this factor when parties have *attempted* to expedite the process. *See Mercer University* (2021) (applying the factor to an assistant coach who acknowledged his wrongdoing, accepted responsibility throughout the case and attempted to process the case via NR). None of those factors are present for Moore. The panel declines to apply this factor to Moore.

Additionally, Moore claimed that Bylaw 19.12.4.2-(g), *Other factors warranting a lower penalty range*, should apply because he complied with confidentiality requirements despite other parties' disclosures. The panel appreciates Moore's decision to abide by confidentiality rules. But, again, Moore meeting his fundamental obligations for cooperation in the infractions process is not the type of conduct intended to warrant additional mitigation. Rather, the COI has reserved application of this factor and its predecessor (Bylaw 19.9.4-(i)) for unique circumstances that are not accounted for through the application of other mitigating factors, or "circumstances where a party has taken steps above and beyond what is expected or where unique circumstances warrant it." *See UConn*. As such, the panel declines to apply the factor to Moore.

### **Aggravating Factors for Partridge**

The enforcement staff identified four aggravating factors for Partridge. Partridge disagreed with the application of each factor. The panel determines that none of the aggravating factors apply, in large part because the panel did not conclude that the underlying violations that supported the factors occurred.

To begin, the panel does not apply Bylaw 19.12.3.2-(a): *Multiple Level I and/or multiple Level II violations*, because the panel concluded that Partridge is responsible for only a single Level II violation. Thus, the panel does not apply this factor to Partridge.

With regard to Bylaw 19.12.3.2-(b), *Failing or refusing to take all appropriate steps to advance resolution of the matter*, the panel did not conclude that Partridge engaged in conduct (*i.e.*, a failure to cooperate) that could have supported the application of this factor. Because the panel determined that the alleged failure to cooperate allegations against Partridge were unsupported by the record, the panel declines to apply this factor.

Turning to Bylaw 19.12.3.2-(d), *Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct*, the panel, once again, considered the impact of the violations not demonstrated on Partridge's factors. Simply put, Partridge's only violation in this case was engaging in Level II impermissible text contacts with a high school prospect. Throughout this case, Partridge has acknowledged his error in that violation and, upon realizing the prospect's age, ceased the contact. Given the facts of Partridge's violation, the panel declines to apply this factor.

Lastly, the panel declines to apply Bylaw 19.12.3.2-(i): *Intentional, willful or blatant disregard for NCAA bylaws*. As previously stated, Partridge's only violation was texting a prospect prior to the permissible date. Partridge has consistently stated that the conduct was a mistake—not an intentional violation of the rules. Thus, the panel declines to apply the factor to Partridge.

### **Mitigating Factors for Partridge**

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

The enforcement staff identified one factor with which Partridge agreed. He did not propose additional mitigating factors.

With respect to Bylaw 19.12.4.2-(e), the panel applies that factor because Partridge has not been found to have committed any prior Level I, Level II or major violations during his career. The panel affords this factor normal weight.

### **Aggravating Factors for Robinson**

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 to advance resolution of the matter.

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.

The enforcement staff identified four aggravating factors for Robinson. Robinson did not participate in the processing of this case, thus his factors are uncontested. The panel determines that all four of the factors apply.

First, the panel applies Bylaw 19.12.3.2-(a): *Multiple Level I and/or multiple Level II violations*, because Robinson engaged in one Level I violation, his provision of false and misleading information during his interview, and one Level II violation, his provision of gear to a prospect. Thus, because Robinson is responsible for two violations, the panel applies this factor with normal weight.

As with several other parties, 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*, is appropriate because Robinson failed to cooperate during the course of the investigation. Specifically, he provided false and misleading information related to his involvement in providing gear to prospect 1 and his family. Additionally, after changing resolution methods to contest his alleged conduct, Robinson became unresponsive to the enforcement staff and the COI. His failure to submit a response to the NOA or attend the hearing—both to his own detriment—hindered the panel’s ability to thoroughly evaluate the allegations against him. Again, this factor has applied when an involved individual failed to cooperate with the enforcement staff’s investigation. *See Arizona State*. The panel applies the factor to Robinson and gives it normal weight.

With respect to Bylaw 19.12.3.2-(d), *Persons of authority condoned participated in or negligently disregarded the violation or related wrongful conduct*, the COI has applied this factor (and its predecessor, Bylaw 19.9.3-(h)) to assistant coaches and noncoaching staff members when they are directly involved in violations. *See LSU and Louisville*. Robinson engaged in violations when he assisted in giving prospect 1 gear and then denied that conduct during his interview. In that way, he was a person of authority regarding the prospects on campus. The panel applies this factor and affords it normal weight.

Lastly, regarding Bylaw 19.12.3.2-(i), *Intentional, willful or blatant disregard for NCAA bylaws*, the COI has applied this factor and its predecessor (Bylaw 19.9.3-(m)) to individuals who violate NCAA legislation knowingly. *See Arizona State* (applying the factor to the associate head football coach and a noncoaching staff member who disregarded fundamental dead period legislation). By providing gear to a prospect, Robinson violated fundamental recruiting legislation. The panel applies this factor with normal weight.

### **Mitigating Factors for Robinson**

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

The enforcement staff identified one mitigating factor for Robinson. He did not propose any other factors.

The panel applies Bylaw 19.12.4.2-(e) because Robinson has not been found to have committed any prior Level I, Level II or major violations during his career. The panel affords it normal weight.

### **B. Penalties**

After reviewing aggravating and mitigating factors to classify the case, the panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.12.7 and 19.12.9 to prescribe penalties. As a preliminary matter, the panel considered the impact of repeat violator legislation under Bylaw 19.12.6 on specific parties' penalties. In prescribing appropriate penalties, the panel also considered the current landscape of college athletics, which quite literally changed in the midst of the two-day in-person hearing.<sup>36</sup>

As a result of Michigan's recent infractions case, three parties—Michigan, Harbaugh and Moore—fall within the legislated window to trigger repeat violator status. *See Michigan* (2024). Under Bylaw 19.12.6.1, institutions are considered repeat violators if the COI concludes that a Level I or II violation occurred within five years of the start date of a Level I or II penalty from a previous case. Individuals, on the other hand, are considered repeat violators for life. If a party is a repeat violator, a panel may depart upward from the core penalty range. *See* Bylaw 19.12.6.2.

Michigan challenged its status as a repeat violator, arguing that all of the underlying substantive violations occurred before the COI approved Michigan's NR in the previous case on April 10, 2024, and released the full decision on August 7, 2024. Michigan's interpretation is flawed and would open the door for institutions to attempt to game the system by either not reporting conduct, expeditiously processing conduct and/or intentionally delaying the processing of conduct. Such an interpretation could lead to absurd results never intended when re-establishing the repeat

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<sup>36</sup> On June 6, 2025, after the hearing had adjourned for the day, the *House v. NCAA* settlement was approved, significantly altering the landscape of collegiate athletics.

violator bylaw.<sup>37</sup> Once again, Michigan attempts to overcomplicate a rather straightforward analysis. Repeat violator status is triggered any time the COI concludes a violation occurs within five years of the starting date of a penalty. In other words, once a penalty begins, there is a ten-year window—five years before, five years after—that will trigger repeat violator status should violations occur during that window.<sup>38</sup>

In his NOA response, Moore acknowledged his repeat violator status. However, he also argued that his status did not warrant an upward departure in penalties, largely due to his limited role in Michigan's previous case. Harbaugh did not acknowledge his repeat violator status.

The effect of repeat violator status is significant. Pursuant to Bylaw 19.12.6.2, the panel has the discretion to depart upward from the ranges in the Figure 19-1 Penalty Guidelines on the basis of a party's repeat violator status. To provide greater transparency to the membership, COI IOP 5-15-2-1 outlines circumstances when an upward departure may be appropriate, including: (1) the presence of a Level I violation in either case; (2) the involvement of the same sport program in both cases; (3) the scope and nature of the violations involved in the cases; (4) institutional efforts to address the underlying issues that led to the violations in the first case; (5) changes in the institution's administration or leadership positions and the efforts of those individuals to establish a culture of compliance consistent with the expectations of NCAA membership; or (6) the presence of a failure to monitor or lack of institutional control violation. The panel notes that each of these considerations is present as a result of Michigan's past two infractions cases.<sup>39</sup>

Thus, as it relates to Harbaugh, the panel prescribes a significant show-cause order within the range for Level I-Aggravated cases.<sup>40</sup> With regard to the institution, the panel did not depart upward from the penalty ranges for Level I-Aggravated cases. Rather, the panel prescribes penalties at the high end of those ranges and deviates from certain core penalties pursuant to Bylaw 19.12.8.

In addition to Michigan's status as a repeat violator, the panel also considered the current state of college athletics when arriving at appropriate penalties. Aligning penalties with the current landscape required deviating in some areas—namely, postseason ban and scholarship reductions. Importantly, the fact that the current landscape of college athletics has evolved faster than potential changes to the Figure 19-1 Penalty Guidelines does not absolve Michigan from required core

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<sup>37</sup> For historical context, repeat violator legislation existed until the Enforcement Working Group reforms went into effect in 2013. The membership recently re-established the repeat violator bylaw on January 1, 2023. Although submitted to the Division I Board of Directors through the Division I Board of Directors Infractions Process Committee (IPC), the COI drafted the proposed legislation for the IPC's consideration. The IPC advanced the repeat violator legislation as proposed by the COI.

<sup>38</sup> To be clear, only the COI can conclude that a violation occurred. Prior to that conclusion, the conduct is merely an allegation. Under the institution's preferred approach, the conduct becomes violations with the release of this decision, again falling within a five-year window of the starting date of the penalties from Michigan's most recent infractions case.

<sup>39</sup> In reviewing these factors, the panel concludes that each of these conditions is present for Michigan. The panel also concludes that three of these factors (*i.e.*, the presence of Level I violations, involvement of the football program and scope of the violations) are present for Harbaugh.

<sup>40</sup> Although Moore is a repeat violator under Bylaw 19.12.6, the panel concludes that his repeat violator status does not impact his penalties in this case.

penalties. The panel remained true, where possible, to the Figure 19-1 Penalty Guidelines. In areas where it could not, it prescribed appropriate equivalent penalties. For instance, the panel converted the required postseason ban and scholarship reductions to equivalent financial penalties.

A postseason ban is required in this case. Michigan's case is Level I-Aggravated. *See* Bylaw 19.12.7.1 (establishing that postseason bans are reserved for Level I cases that lack exemplary cooperation and shall be prescribed in Level I-Aggravated cases). Michigan is also a repeat violator. *See* Bylaw 19.12.6.2 (identifying that repeat violator status is sufficient grounds to prescribe a postseason ban, even in cases where the institution earned exemplary cooperation). Given those facts, a multi-year postseason ban would be appropriate. That said, the NCAA Constitution states, "Division and, as appropriate, conference regulations must ensure to the greatest extent possible that penalties imposed for infractions do not punish programs and student-athletes not involved nor implicated in the infractions." *See* NCAA Constitution 4-B-4. The panel determines that a postseason ban would unfairly penalize student-athletes for the actions of coaches and staff who are no longer associated with the Michigan football program. Thus, a more appropriate penalty is an offsetting financial penalty.

Similarly, the new world of college athletics has shifted from scholarship limits to roster spots. The NCAA membership has not yet determined whether roster reductions will replace scholarship reductions as a core penalty, and the panel will not prematurely make that decision on behalf of the membership. Instead, the panel adheres to the percentages contemplated for Level I-Aggravated scholarship reductions, but converts the penalty to the financial equivalent of what would have been scholarship reductions. Like the postseason ban, a more appropriate penalty is an offsetting financial penalty.

As the COI opined in *Tennessee*, the current Figure 19-1 Penalty Guidelines and rationale associated with the adoption of those guidelines are at odds with the current state of college athletics. Given the significant changes to the college landscape, it is incumbent upon the NCAA membership to review and modify the Figure 19-1 Penalty Guidelines to ensure that they align with the membership's expectations and include modernized and meaningful penalties. The COI welcomes the opportunity to provide its perspective and develop a modernized, meaningful penalty structure.

### **Core Penalties for Level I-Aggravated Violations (Bylaw 19.12.7)<sup>41</sup>**

1. Probation: Four years of probation from **April 10, 2027**, through **April 9, 2031**.<sup>42</sup>

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<sup>41</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 notify the COI of the impossibility and must complete the penalty at the next available opportunity.

<sup>42</sup> Michigan is currently on probation as a result of its 2024 infractions case. That probationary period is set to end on April 9, 2027. The four years of probation prescribed in this case will run consecutively to that probationary period.

2. Postseason Competition Ban: None.<sup>43</sup>
3. Financial Penalty: Michigan shall pay a financial penalty comprised of the following:
  - a. Pursuant to Bylaw 19.12.7.1 and Figure 19-1, a core financial penalty of \$50,000 plus ten percent of the budget for the football program.<sup>44</sup>
  - b. Pursuant to Bylaw 19.12.7.2 and Figure 19-1, an additional fine equivalent to the anticipated loss of all postseason competition revenue sharing associated with the 2025-26 and 2026-27 football seasons.<sup>45</sup>
  - c. Pursuant to 19.12.7.2 and Figure 19-1, an additional fine equivalent to the cost of 10 percent of the scholarships awarded in Michigan's football program for the 2025-26 academic year.<sup>46</sup>
4. Recruiting Restrictions:
  - a. Michigan shall reduce official visits in the football program by 25 percent during the 2025-26 season.
  - b. Michigan shall prohibit recruiting communication in the football program for a period of 14 weeks across the term of probation.<sup>47</sup>
5. Scholarship Reductions: None.<sup>48</sup>

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<sup>43</sup> For the reasons explained above, pursuant to Bylaw 19.12.8, the panel declines to prescribe a postseason competition ban. In place of the required postseason competition ban, the panel prescribes an enhanced financial penalty associated with revenue sharing for the 2025 and 2026 postseason opportunities. *See* Penalty No. 3-(b). *See also Tennessee* (prescribing a similar penalty to preserve postseason competition opportunities for student-athletes who were otherwise not involved in the violations).

<sup>44</sup> The fine shall be paid consistent with COI IOPs 5-15-6 and 5-15-6-1.

<sup>45</sup> Pursuant to Bylaw 19.12.8, Penalty 3-(b) deviates from the Figure 19-1 Penalty Guidelines. The penalty is appropriate because Michigan is a repeat violator and the offsetting financial penalty is more appropriate than a multi-year postseason ban, which is authorized for Level I-Aggravated cases. The panel's decision to deviate is thoroughly explained above in Section VI. B.

<sup>46</sup> Pursuant to Bylaw 19.12.8, Penalty 3-(c) deviates from the Figure 19-1 Penalty Guidelines. The penalty is appropriate because Michigan is a repeat violator and the offsetting financial penalty is more appropriate than scholarship reductions, which no longer exist, and roster reductions, which have not yet been considered by the broader membership. The panel's decision to deviate is thoroughly explained above in Section VI. B.

<sup>47</sup> Michigan self-imposed a three-week prohibition on recruiting communication during the 2025-26 academic year. The panel accepts that self-imposed penalty and adds an additional 11 weeks to the prohibition.

<sup>48</sup> For the reasons explained above, pursuant to Bylaw 19.12.8, the panel declines to prescribe scholarship reductions. In place of the required scholarship reductions, the panel prescribes an enhanced financial penalty associated with the value of the scholarships that would otherwise have been reduced under the traditional penalty. *See* Penalty No. 3-(c).

6. Show-Cause Order (Stalions): Stalions was the architect behind a complex impermissible scouting scheme targeted at stealing future opponents' signals. Throughout this scheme, Stalions amassed and deciphered thousands of signals. In doing so, he also involved other football staff members, interns, student-athletes, and acquaintances in the violations. Moreover, Stalions significantly increased the severity of his case when he failed to cooperate numerous times over the course of the investigation. Most notably, Stalions destroyed, removed, or otherwise failed to produce information and materials pertinent to the investigation. He also provided false or misleading information during the investigation and encouraged at least one student-athlete to do the same. Accordingly, Stalions shall be subject to an eight-year show-cause order from **August 15, 2025, through August 14, 2033**. In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Stalions during the eight-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Stalions during the eight-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.
7. Suspension (Stalions): Should Stalions become employed in an athletically related position at an NCAA member institution during the eight-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts Stalions from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that Stalions 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, Stalions may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Stalions is suspended shall not count toward his career coaching record.

Although each case is unique, the show-cause and suspension penalties for Stalions generally align with other cases where coaches engaged in intentional and widespread Level I-Aggravated violations and then failed to cooperate. See *Arizona State* (prescribing an eight-year show-cause order with a 100 percent concurrent suspension for the associate head football coach who led an unofficial visit scheme during the COVID-19 recruiting dead period); *Tennessee* (prescribing a six-year show-cause order and concurrent 100 percent suspension for the head football coach whose program committed a total of 22 collective Level I violations—comprised of more than 200 individual violations—over a period of approximately two years); and *University of the Pacific* (2017) (prescribing an eight-year show-cause with a 50 percent concurrent suspension for a head men's basketball coach who engaged in academic misconduct, knowingly provided prospects with impermissible recruiting inducements, failed to cooperate with the investigation, knowingly provided false or misleading information and influenced other individuals to provide false or misleading information).

The show-cause orders in these cases range from six to eight years in length. In arriving at an eight-year show-cause order for Stalions, the panel recognizes his role as the mastermind behind the impermissible scouting scheme. Stalions' expertise in the area of signal deciphering allowed him to act with authority over interns and student-athletes and involve them in violations. Further, Stalions' multiple instances of failing to cooperate went to lengths seldom seen by the COI. His conduct significantly hindered this case's resolution. Most alarmingly, this included Stalions' admitted destruction of his personal cell phone and a hard drive containing "dirty film." But Stalions' failures were not limited to mere destruction of evidence. Rather, his disregard for the cooperative obligations of the NCAA's infractions process touched on nearly every provision in Bylaw 19.1.2. Finally, 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. An eight-year show-cause order is consistent with these reforms and the penalty guidelines.<sup>49</sup>

8. Show-Cause Order (Harbaugh): Harbaugh violated the principles of head coach responsibility due to the underlying scouting and recruiting violations in his program. Specifically, those violations—as well as the football program's disregard for rules and distrust in compliance staff members—demonstrate that Harbaugh failed to promote an atmosphere for compliance and monitor his staff. Additionally, Harbaugh failed to cooperate when he failed to produce the requested records and interview with the enforcement staff. Due to his violations in this case and Michigan's previous infractions case, Harbaugh is also a repeat violator under Bylaw 19.12.6. Accordingly, Harbaugh shall be subject to a 10-year show-cause order from **August 7, 2028, through August 6, 2038**.<sup>50</sup> In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Harbaugh during the 10-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Harbaugh during the 10-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.

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<sup>49</sup> Stalions' counsel proposed a three-year show-cause order, crediting two years of "time served" and limiting the final year of restrictions to Division I employment. Although the panel appreciates parties that propose potential penalties, Stalions' proposal fails to address the severity of his violations. Moreover, the COI has regularly stated that show-cause orders begin with the release of the infractions decision and neither the bylaws nor IOPs contemplate "time served." See Bylaw 19.12.7.4 (expressly stating that show-cause orders are prospective in nature); see also COI IOP 5-15-5. Lastly, the COI considered whether to limit Stalions' show-cause order to Division I, given that the prohibition on advanced in-person scouting is limited to Division I. The panel, however, is not aware of any precedent supporting division-specific show-cause orders. More importantly, the responsibility to cooperate is a bedrock principle of the infractions process across all three divisions. Thus, limiting Stalions' show-cause order to Division I would potentially undermine the standards of conduct across other divisions. Show-cause orders follow involved individuals. Should Stalions seek employment at any member institution, that institution may accept the conditions of the show-cause order or request an appearance before the appropriate divisional COI to demonstrate why the terms of his show-cause order should not apply.

<sup>50</sup> Harbaugh's show-cause order will begin at the conclusion of his four-year show-cause order from Michigan's previous infractions case, which is set to end on August 6, 2028.

9. Suspension (Harbaugh): Should Harbaugh become employed in an athletically related position at an NCAA member institution during the 10-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. 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 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.

Harbaugh's show-cause order and suspension are consistent with those prescribed in previous Level I-Aggravated cases where individuals failed to cooperate. *See Tennessee* (prescribing a 10-year show-cause order to an assistant recruiting director who provided impermissible inducements and benefits and failed to respond to the allegations or participate in the processing of the case); *Ohio State* (prescribing a 10-year show-cause order and 100 percent suspension to a head coach who engaged in unethical conduct, violated head coach responsibility legislation and failed to cooperate with the enforcement staff or participate in the processing of the case); *Auburn University* (2021) (prescribing a 10-year show-cause order to a former associate head coach who participated in the SDNY bribery scheme and failed to participate in the processing of the case) and *University of Southern Mississippi* (2016) (prescribing a 10-year show-cause order and 50 percent suspension to a head men's basketball coach who orchestrated a scheme of academic fraud involving seven prospective student-athletes over two years and then provided false or misleading information to the enforcement staff). Harbaugh's penalties are consistent with these cases and his repeat violator status.

10. Show-Cause Order (Robinson): Robinson provided prospect 1 with an impermissible recruiting inducement in the form of gear. He also provided false and misleading information when he denied that conduct during his interview with the enforcement staff. Accordingly, Robinson shall be subject to a three-year show-cause order from **August 15, 2025, through August 14, 2028**. In accordance with Bylaw 19.12.6.4 and COI IOP 5-16-1, any institution employing Robinson during the three-year show-cause period shall restrict him from all athletically related activities. Any NCAA member institution employing Robinson during the three-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.
11. Suspension (Robinson): Should Robinson become employed in an athletically related position at an NCAA member institution during the three-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts Robinson from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that Robinson 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, Robinson may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Robinson is suspended shall not count toward his career coaching record.

Although each case is unique, Robinson's penalties align with other Level I-Aggravated cases where individuals failed to cooperate. See *FIU* (prescribing a three-year show-cause order and concurrent 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); *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); and *Siena* (prescribing a three-year general show-cause order for the head men's basketball coach who provided impermissible benefits in the form of cash payments to student-athletes, arranged for staff members to provide student-athletes with impermissible transportation, and provided false or misleading information during the investigation). Robinson's penalties are consistent with those prescribed in these cases.

### **Core Penalties for Level II-Standard Violations (Bylaw 19.12.7)**

12. Show-Cause Order (Moore): Moore failed to cooperate with the enforcement staff's investigation when he deleted over 50 text messages related to Stalions upon news of the scheme becoming public. Moore only admitted that he deleted the texts upon being asked by the enforcement staff. Therefore, Moore shall be subject to a two-year show-cause order from **August 15, 2025, through August 14, 2027**. In accordance with Bylaw 19.12.7.4 and COI IOP 5-15-5, any employing member institution shall require that Moore attends the NCAA Regional Rules Seminar at his own expense during each year of the show-cause period. Any member institution that employs Moore in an athletically related position during the two-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.
13. Suspension (Moore): Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Michigan self-imposed a two-game suspension for Moore during the upcoming 2025-26 football season. The panel determines that, consistent with his Level II-Standard classification, a suspension for one additional game is appropriate. Therefore, Moore is also suspended for the first game of the 2026-27 season. The provisions of this suspension require that Moore 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. For the 2025-26 season, 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 from which he is suspended and

ends at 11:59 p.m. on the day of the last contest of that season's suspension. For the 2026-27 season, the prohibition includes all coaching activities beginning at 12:01 a.m. on the day of the first contest of the season and ends at 11:59 p.m. on the day of that contest. During that period, Moore may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. The results of those contests from which Moore is suspended shall not count toward his career coaching record.

Moore's show-cause order and suspension are consistent with those prescribed in previous Level II-Standard cases. *See Mercer* (prescribing a one-year show-cause order and 30 percent suspension for the head cross country and track and field coach who engaged in recruiting violations and failed to rebut his presumption of responsibility for the violations); *California State University, Sacramento* (2018) (prescribing via summary disposition a two-year show-cause order with required NCAA Regional Rules Seminar attendance and a 10 percent suspension to a head men's tennis coach who provided benefits, violated CARA legislation and failed to monitor his staff) and *Monmouth University* (2017) (prescribing a one-year show-cause order and 30 percent suspension for the head men's tennis coach Level II-Standard violations involving recruiting and impermissible practice, along with a head coach responsibility failure). Moore's penalties are consistent with these cases and his repeat violator status.

#### **Additional Penalties for Level I-Aggravated Violations (Bylaw 19.12.7)**

14. Public reprimand and censure through the release of the public infractions decision.

15. During the period of probation, Michigan 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 compliance report to the OCOI by October 1, 2025, setting forth a schedule for establishing the compliance and education program;
- c. File with the OCOI an annual compliance report indicating the progress made with this program by the 15<sup>th</sup> of March during each year of the probationary term. Particular emphasis shall be placed on providing rules education (*i.e.*, scouting, recruiting, cooperation) and monitoring the football staff, coaches and interns;
- d. Inform prospects in the football program in writing that the institution is on probation until April 9, 2031, 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 the institution's written offer of admission and/or financial aid; and

- 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 program. 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 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.
16. Following the receipt of the final compliance report and prior to the conclusion of probation, Michigan's president shall provide a letter to the COI affirming that Michigan's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises Michigan, Stalions, Harbaugh, Robinson and Moore that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Michigan 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 Michigan does not comply or commits additional violations. Likewise, any action by Michigan, Stalions, Harbaugh, Robinson or Moore 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 DIVISION I COMMITTEE ON INFRACTIONS

Norman Bay, chief hearing officer

Stephen Madva

Kay Norton

Jill Redmond

Christian Spears

Maureen Weston

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

**Division I 2021-22 Manual**

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

**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.

**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 the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

**11.6.1 Off-Campus, In-Person Scouting Prohibition.** Off-campus, in-person scouting of future opponents (in the same season) is prohibited, except as provided in Bylaws 11.6.1.1 and 11.6.1.2.

**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.

**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 the program

and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

**11.6.1 Off-Campus, In-Person Scouting Prohibition.** Off-campus, in-person scouting of future opponents (in the same season) is prohibited, except as provided in Bylaws 11.6.1.1 and 11.6.1.2.

**13.1.3.1 Time Period for Telephone Calls -- General Rule.** Telephone calls to an individual (or the individual's family members) may not be made before June 15 at the conclusion of the individual's sophomore year in high school (subject to the exceptions below). Thereafter, an institution may make telephone calls to the prospective student-athlete at its discretion.

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

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

- (b) Gift of clothing or equipment;
- (e) Cash or like items.

**13.4.1.1 Exception -- Baseball, Football, Lacrosse and Softball.** In baseball, football, lacrosse and softball, an institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to an individual (or the individual's family members) until September 1 at the beginning of the individual's junior year in high school. If an individual attends an educational institution that uses a nontraditional academic calendar (e.g., Southern Hemisphere), an institution shall not provide recruiting materials, including general correspondence related to athletics, or send electronic correspondence to the individual (or the individual's family members) until the opening day of classes of the individual's junior year in high school.

**13.5.3 Transportation on Unofficial Visit.** During an unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. The institution may use an institutional vehicle normally used to transport prospective students visiting campus, an institutional vehicle normally used to transport the institution's athletics team or the personal vehicle of an institutional staff member. An institutional staff member must accompany the prospective student-athlete during such transportation. Payment of any other transportation expenses, shall be considered a violation.

**13.7.3.1.2 Meals.** A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

### **Division I 2023-24 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.

**11.1.1.1 Responsibility of Head Coach.** An institution's head coach shall be held responsible for the head coach's actions and the actions of all institutional staff members who report, directly or indirectly, to the head coach. In order to assist the NCAA Division I Committee on Infractions in penalty deliberations, the enforcement staff will gather information regarding whether the head coach promoted an atmosphere of compliance within the program and monitored the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

**11.6.1 Off-Campus, In-Person Scouting Prohibition.** Off-campus, in-person scouting of future opponents (in the same season) is prohibited, except as provided in Bylaws 11.6.1.1 and 11.6.1.2.

**19.2.1 Responsibility to Cooperate.** Institutions, current and former institutional staff members, and prospective and enrolled student-athletes have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions, and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. Full cooperation includes, but is not limited to:

- (b) Affirmatively preserving relevant materials, documentation and/or electronically stored information upon becoming aware, from any source, of potential violations;
- (c) Assisting in the development of full information to determine whether a possible violation of NCAA bylaws has occurred and the details thereof;
- (d) Timely participation in interviews and providing complete and truthful responses;
- (e) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- (f) Disclosing and providing access to all electronic devices and accounts that are or may be relevant to the investigation;
- (h) Preserving the integrity of an investigation and abiding by all applicable confidentiality bylaws and instructions, including public disclosure as outlined in Bylaw 19.3.

**19.2.2 Failure to Cooperate.** Failing to satisfy the responsibility to cooperate may result in immediate penalties pursuant to Bylaw 19.2.3, an inference pursuant to Bylaw 19.7.5, an

independent allegation of failure to cooperate and/or be considered an aggravating factor pursuant to Bylaw 19.12.3. Failing to cooperate includes, but is not limited to:

- (a) Failing to fulfill the responsibility cooperate as outlined in Bylaw 19.2.1;
- (b) Refusing to provide or attempting to influence others to refuse to provide information relevant to a possible violation of NCAA bylaws when requested to do so by the NCAA and/or the individual's institution;
- (c) Providing or attempting to influence others to provide the NCAA and/or the individual's institution false or misleading information relevant to a possible violation of NCAA bylaws.

**NEGOTIATED RESOLUTION<sup>1</sup>**

University of Michigan – Case No. 020311

December 16, 2024

**I. CASE SYNOPSIS**

Jesse Minter (Minter), former assistant football coach, and the NCAA enforcement staff agree with the violations and penalties detailed below. The other parties will resolve the matter via a full hearing.

In October 2023, NCAA leadership received information and documentation detailing potential violations within the Michigan football program. During the investigation into that matter, the enforcement staff identified additional information demonstrating that recruiting violations involving Minter occurred in spring 2023.

From January 18 through April 25, 2023, Minter engaged in impermissible communication with a football prospective student-athlete before the date it was permissible to do so under NCAA rules. Specifically, Minter exchanged 18 text messages with the football prospective student-athlete, who was in the high school class of 2025, before doing so became permissible on June 15 of his sophomore year in high school. When sending these text messages, Minter was aware of the football prospective student-athlete's graduating class. Additionally, on February 11, 2023, the institution's director of recruiting for football reminded Minter of the rules regarding text messages and calls to the football prospective student-athlete. However, Minter sent three additional text messages to him, two of which regarded a situation involving another football prospective student-athlete that the coaching staff wanted to address. During Minter's May 15, 2024, interview, he promptly acknowledged and took responsibility for the violations.

**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 and 13.4.1 (2022-23)] (Level II)

The enforcement staff and Jesse Minter, then assistant football coach, agree that between January 18 and April 25, 2023, Minter violated recruiting communication legislation by sending impermissible text messages to a football prospective student-athlete prior to the permissible date to receive communication. Specifically, Minter sent 18 impermissible text messages to the football

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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.

prospective student-athlete prior to June 15 at the conclusion of his sophomore year in high school. [NCAA Bylaws 13.1.3.1 and 13.4.1 (2022-23)]<sup>2</sup>

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

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

**Involved Individual (Minter):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Persons of authority condoned, participated in or negligently disregarded the violation or 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 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-(d)].
  - c. The absence of prior conclusions of Level I, Level II or major violations. [Bylaw 19.12.4.2-(e)].

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

None.

**IV. REVIEW OF OTHER ISSUES**

None.

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<sup>2</sup> Minter's violations are included as Allegation No. 4-(a) in the full notice of allegations issued August 23, 2024, to the institution and other involved individuals. Because the institution and the other involved individual named in Allegation No. 4 are not a party to this resolution method, only Minter's portion of the allegation are included in this negotiated resolution.

## **V. PARTIES' AGREED-UPON PENALTIES<sup>3</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 19.12.7)**

1. Show-cause order: Minter had impermissible recruiting communication with a football prospective student-athlete. Therefore, Minter shall be subject to a one-year show-cause order from **December 16, 2024, through December 15, 2025**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Minter from all athletically related activity during the show-cause period. Any member institution that employs Minter 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 to make arrangements to show cause why the terms of the order should not apply.
2. Public reprimand and censure through the release of the negotiated resolution agreement.

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

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

Minter and the enforcement staff.

### **B. Not party to the negotiated resolution.**

All remaining allegations involving the other participating parties involved in Case No. 020311 will be alternatively resolved.

## **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

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<sup>3</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 NCAA Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

## NEGOTIATED RESOLUTION

*University of Michigan - Case No. 020311*

December 16, 2024

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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 Minter.

If a hearing panel approves the negotiated resolution, the former assistant football coach agrees that they will take every precaution to ensure that the terms of the penalties are observed. The former assistant football coach acknowledges 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 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by Minter 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 classification are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for Minter. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated cases in Figure 19-1 and Bylaw 19.12.7. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

NEGOTIATED RESOLUTION

*University of Michigan* - Case No. 020311

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The COI advises Minter that he should take every precaution to ensure that he observes the terms of the penalties. Any action by Minter 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

Norman Bay, chief hearing officer

Stephen Madva

Christian Spears

NEGOTIATED RESOLUTION<sup>1</sup>

University of Michigan – Case No. 020311

February 7, 2025

**I. CASE SYNOPSIS**

Steve Clinkscale (Clinkscale), former assistant football coach, and the NCAA enforcement staff agree with the violations and penalties detailed below. The remaining parties in this matter will resolve their portions of the case via contested hearing.

In October 2023, NCAA leadership received information and documentation detailing potential violations within the Michigan football program. During the investigation into that matter, the enforcement staff identified additional information demonstrating Clinkscale provided impermissible recruiting inducements to three football prospective student-athletes during the spring and summer 2023.

Recruiting inducements.

During the spring and summer of 2023, a football prospective student-athlete (Prospect 1) took multiple unofficial visits to the institution, and, on occasion, his mother and stepfather would accompany him. Clinkscale knew Prospect 1 and his family prior to Prospect 1's recruitment to the institution because Clinkscale recruited Prospect 1's older brother while coaching at a different NCAA institution. On one of the unofficial visits, Clinkscale provided Prospect 1, his mother and stepfather with transportation to a restaurant in the locale of the institution and paid for their meals. Additionally, during the summer of 2023, Clinkscale facilitated Prospect 1's receipt of institutionally issued gear from the football program's equipment room on at least one occasion while Prospect 1 was on campus for an unofficial visit.<sup>2</sup>

In June 2023, during a second football prospective student-athlete's (Prospect 2) recruitment to the institution, Clinkscale offered and arranged to assist Prospect 2 in obtaining "blue check verification" on social media. In arranging for this benefit, Clinkscale engaged a former institutional staff member with knowledge of and experience with the verification process to assist Prospect 2.

Lastly, in June 2023, Clinkscale donated \$100 to a third football prospective student-athlete's (Prospect 3) father's charity golf outing while the prospect was being actively recruited by the institution. Clinkscale did not know the donation was an NCAA rules violation and promptly self-disclosed the violation during his June 7, 2024, interview with the enforcement staff.

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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> As noted in the full notice of allegations, Prospect 1 and/or his family received t-shirts, shorts and gloves from members of the football staff on multiple occasions during his unofficial visits.

## NEGOTIATED RESOLUTION

University of Michigan - Case No. 020311

February 7, 2025

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### Responsibility to cooperate.

After Clinkscale departed the institution, he participated in an interview with the enforcement staff on June 7, 2024. During that interview, while acknowledging the violations concerning Prospect 2 and Prospect 3, Clinkscale did not fully satisfy his obligation to cooperate under NCAA Bylaw 19.2.1 when he did not share full and complete information regarding impermissible recruiting inducements provided to Prospect 1 and his family. However, Clinkscale subsequently acknowledged these violations occurred and his involvement in them.

## **II. PARTIES' AGREEMENTS**

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

1. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.5.3 and 13.7.3.1.2 (2022-23)] (Level II)

Clinkscale and the enforcement staff agree that during the spring and summer of 2023, Clinkscale provided impermissible recruiting inducements to three football prospective student-athletes and/or their family members.<sup>3</sup> Specifically:

- a. During the spring and summer of 2023, Clinkscale provided a football prospective student-athlete, his mother and stepfather with recruiting inducements in the form of gear, transportation and a meal while they were on campus for unofficial visits. Specifically:
  - (1) During the spring and summer of 2023, when a football prospective student-athlete was on campus with his parents, Clinkscale drove the prospect and his parents from campus to a restaurant in the locale of the institution where Clinkscale paid for the meal. [NCAA Bylaws 13.2.1, 13.5.3 and 13.7.3.1.2 (2022-23)]
  - (2) On at least one occasion during the summer of 2023, Clinkscale and/or another member of the football staff walked Prospect 1 to the equipment room during unofficial visits and provided him with institutionally issued gear, such as t-shirts, shorts and gloves. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2022-23)]
- b. In June 2023, Clinkscale offered and/or arranged for a former institutional staff member to assist a football prospective student-athlete in obtaining "blue check verification" for his Instagram account. [NCAA Bylaw 13.2.1 (2022-23)]
- c. In June 2023, Clinkscale made an impermissible \$100 donation to a football prospective student-athlete's father's June 23, 2023, charity golf outing. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2022-23)]

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<sup>3</sup> Clinkscale's violations are included in Allegation No. 3 – specifically 3-a-(1), 3-a-(3), 3-b and 3-c – as a part of the full notice of allegations issued August 23, 2024, to the institution and other involved individuals. Because the institution and the other involved individuals named in Allegation No. 3 are not a party to this resolution method, only Clinkscale's portions of the allegation are included in this negotiated resolution.

## NEGOTIATED RESOLUTION

*University of Michigan* - Case No. 020311

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

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

Clinkscale and the enforcement staff agree that on June 7, 2024, after his employment with the University of Michigan ended, Clinkscale failed to fully satisfy his responsibility to cooperate with the enforcement staff when he did not provide full and complete information regarding his involvement in recruiting violations detailed in Allegation No. 3 in Case No. 020311.

### **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 – Aggravated for Clinkscale.

#### **Involved Individual (Clinkscale):**

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

## NEGOTIATED RESOLUTION

*University of Michigan* - Case No. 020311

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### 2. Mitigating factors (Bylaw 19.12.4.2).

- a. 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-(d)].
- b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

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

None.

### **IV. REVIEW OF OTHER ISSUES**

Clinkscale and the enforcement staff considered the appropriate level for Clinkscale's failure to cooperate violation, and both parties understand that providing anything short of full and complete information during an investigation is presumptively a Level I violation. In this case, Clinkscale acknowledged certain aspects of the underlying impermissible activity involving Prospect 1 and either fully acknowledged and/or promptly self-disclosed the violations related to Prospects 2 and 3 during his June 7, 2024, interview. Considering these case-specific factors, Clinkscale and the enforcement staff believe Clinkscale's failure to cooperate allegation is most appropriately assessed as a Level II violation.<sup>4</sup>

### **V. PARTIES' AGREED-UPON PENALTIES<sup>4</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<sup>5</sup>:

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<sup>4</sup> While agreeable to submitting these violations as Level II with the belief that doing so is in the best interests of the Association in light of the current state of collegiate athletics, the enforcement staff cautions that this negotiated resolution agreement, like all others, is specific to the facts of this case and has no precedential value.

<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.

**Core Penalties for Level II – Aggravated Violations (Bylaw 19.12.7)**

1. Show-cause order: Clinkscale provided impermissible recruiting inducements to three football prospective student-athletes and failed to fully satisfy his responsibility to cooperate. Therefore, Clinkscale shall be subject to a two-year show-cause order from **February 7, 2025, through February 6, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure 5-15-5, any employing member institution shall restrict Clinkscale from all athletically related activity during the show-cause period. Any member institution that employs Clinkscale in an athletically related position during the two-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
2. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Clinkscale in an athletically related position shall suspend Clinkscale from 50% of the football regular season contests during the first year of the show-cause period. This suspension corresponds with six regular season contests. The provisions of this suspension apply to all athletically related duties and require that Clinkscale not be present with or have contact or communication with football coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the regular season. The prohibition includes all athletically related 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, Clinkscale 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 11.02.2.1 to replace Clinkscale on a temporary basis during the period of suspension. The results of those contests from which Clinkscale is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.
3. Public reprimand and censure through the release of the negotiated resolution agreement.

**VI. PARTIES TO THE CASE**

**A. Party to negotiated resolution.**

Clinkscale and the enforcement staff.

## NEGOTIATED RESOLUTION

*University of Michigan* - Case No. 020311

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### **B. Not party to the negotiated resolution (pursuing separate resolution method).**

All remaining allegations involving the other parties involved in Case No. 020311 have or will be alternatively resolved.

## **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-Aggravated for Clinkscale.

If a hearing panel approves the negotiated resolution, Clinkscale agrees that he will take every precaution to ensure that the terms of the penalties are observed. Clinkscale acknowledges that he has or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by Clinkscale 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.

## NEGOTIATED RESOLUTION

*University of Michigan* - Case No. 020311

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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 classification are appropriate for this process. Further, the parties classified this case as Level II-Aggravated for Clinkscale. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Aggravated cases in Figure 19-1 and Bylaw 19.12.7. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Clinkscale that he should take every precaution to ensure that he observes the terms of the penalties. Any action by Clinkscale 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  
Norman Bay, chief hearing officer  
Stephen Madva  
Christian Spears