

## NEGOTIATED RESOLUTION<sup>1</sup>

Lake Erie College – Case No. 020143

February 2, 2023

### **I. CASE SYNOPSIS**

Lake Erie College (Lake Erie); former head men's and women's track and field coach (then head coach); and the NCAA enforcement staff agree with the violations and penalties detailed below.

In early March 2022, the institution terminated the then head coach from the coaching position he held since August 2021. The then head coach did not complete several expense reports prior to his separation and the institution delegated this responsibility to the then assistant men's and women's track and field coach (then assistant coach). While filing expense reports, the then assistant coach noticed a \$506 FedEx charge. The institution investigated the origin of the charge and discovered that the then head coach mailed two track and field prospective student-athletes several pieces of athletic gear to wear on National Letter of Intent signing day.<sup>2</sup> On March 7, 2022, the institution submitted a secondary violation concerning the impermissible provision of gear.

On May 6, 2022, the enforcement staff interviewed the then head coach who reported that, in addition to the gear he sent to two prospects, he also provided gear to any track and field prospective student-athlete who visited the institution either on an unofficial or official visit. The then head coach estimated that he provided between one to three pieces of gear to between 15 and 20 track and field prospective student-athletes and a t-shirt to each family member attending a track and field prospective student-athlete's visit. Both the men's and women's track and field graduate assistant and the then assistant coach reported that they witnessed the then head coach place gear on a table in the track and field office when prospects were present but did not know for what purpose.

In May, while responding to the enforcement staff's document request, the then assistant coach found several flight itineraries for prospective student-athletes and their families paid for by the institution's track program. Prior to this discovery, the institution did not know that the track and field program provided official visits because the then head coach failed to complete official visit forms and provide them to compliance.<sup>3</sup> Due in part to not consulting compliance regarding official visits, the then head coach committed further violations when he paid for meals and lodging for the girlfriend of a track and field prospective student-athlete during an official visit, held an

---

<sup>1</sup> In reviewing this agreement, the committee made editorial revisions pursuant to NCAA Division II 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> One of the prospective student-athletes lives in the United Kingdom. This accounts for the high shipping costs.

<sup>3</sup> During the time frame of the violations, the institution provided only two official visits: one in women's basketball and one in men's lacrosse. Both sports had the appropriate official visit documentation on file with the compliance office.

impermissible tryout during an official visit and failed to obtain official transcripts and place prospective student-athletes on institutional request lists prior to hosting their official visits.

In addition to violations involving track and field prospective student-athletes, the then head coach provided impermissible benefits to men's and women's track and field student-athletes when he provided them meals and beverages without adhering to the institution's occasional meals policy. The then head coach would occasionally take certain student-athletes out for a meal to discuss team matters. Additionally, the then head coach would purchase coffee for student-athletes who carpooled with him on the way to track and field practice.<sup>4</sup>

On July 27, 2022, the enforcement staff interviewed the then head coach for a second time. During his interview, the then head coach confirmed the violations that were discovered after his initial interview. As a result, the then head coach did not rebut the presumption of responsibility for the violations that occurred in his program because he was personally involved in the violations. Further, the institution failed to adequately monitor the track and field program when it provided insufficient rules education to the then head coach and did not employ sufficient monitoring efforts to ensure the track and field program adhered to NCAA recruiting and benefits legislation.

## **II. PARTIES' AGREEMENTS**

### **Agreed-upon findings of fact and violations of NCAA legislation.**

1. [NCAA Division II Manual Bylaws 13.2.1, 13.2.3-(b), 13.6.7, 14.12.1 16.5.1-(f), 16.8.1 and 16.11.2.1 (2021-22)] (Major)

The institution, the then head coach and enforcement staff agree that between August 2021 and March 2022, the then head coach, and the men's and women's track and field program provided multiple prospective student-athletes and student-athletes approximately \$2,436 in impermissible recruiting inducements and benefits in the form of athletic gear, meals, coffee and hotel accommodations. As a result of the impermissible benefits, seven men's and women's track and field student-athletes competed in 14 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On February 2, 2022, the then head coach directed a track and field graduate assistant to send \$140 worth of athletic gear to two men's track and field prospective student-athletes for them to wear while signing National Letters of Intent. The cost of the international overnight shipping was \$506. [NCAA Bylaws 13.2.1 and 13.2.3-(b) (2021-22)]

---

<sup>4</sup> The track and field facility is off campus and not within walking distance. Student-athletes would carpool to the location.

- b. Between August 2021 and March 2022, the then head coach provided approximately \$1,450 worth of athletic gear to approximately 15 to 20 track and field prospective student-athletes and their families during their official or unofficial visits. Each prospective student-athlete received between one and three items such as t-shirts, hooded sweatshirts and backpacks. Additionally, each family member accompanying a prospective student-athlete received a t-shirt. [NCAA Bylaws 13.2.1 and 13.2.3-(b) (2021-22)]
- c. During a then prospective student-athlete's spring of 2022 official visit to the institution, the then head coach permitted the girlfriend of a then prospective student-athlete to stay in the same hotel room and receive meals paid for by the institution. The approximate value of these inducements was \$80. [NCAA Bylaws 13.2.1 and 13.6.7 (2021-22)]
- d. Between January and March 2022, the then head coach provided approximately \$260 in impermissible benefits in the form of meals and/or coffee to track and field student-athletes without following the institution's policy regarding occasional meals. Due to the impermissible benefits, approximately seven track and field student-athletes competed and received actual and necessary expenses while ineligible in 14 contests. [NCAA Bylaws 14.12.1, 16.5.1-(f), 16.8.1 and 16.11.2.1 (2021-22)]

2. [NCAA Division II Manual Bylaw 13.11.1 (2021-22)] (Secondary)

The institution and enforcement staff agree that on February 6, 2022, the then head coach directed a track and field graduate assistant to work out a then men's track and field prospective student-athlete, who was on campus for an official visit, during the institution's track and field practice while the track and field coaching staff observed.

3. [NCAA Division II Manual Bylaw 13.6.2.1 (2021-22)] (Secondary)

The institution and enforcement staff agree that between January and March 2022, prior to the official visits of approximately three prospective student-athletes, the then head coach failed to obtain high school transcripts and place the prospective student-athletes on the institutional request lists.

4. [NCAA Division II Manual Bylaw 11.1.2.1 (2021-22)] (Major)

The institution, the then head coach and enforcement staff agree that between August 2021 and March 2022, the then head coach is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1 through 3 and did not rebut the presumption of responsibility. Specifically, the then head coach did not demonstrate that he promoted an atmosphere for

compliance due to his personal involvement in the violations and because he involved the assistant men's and women's track and field coaches in the violations.

5. [NCAA Division II Manual Constitution 2.8.1 (2021-22)] (Major)

The institution and enforcement staff agree that between August 2021 and March 2022, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1 through 3 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its track and field program and to ensure compliance with NCAA recruiting and benefits legislation. Specifically, the institution failed to provide sufficient NCAA rules education to the then head men's and women's track and field coach. Additionally, the institution failed to establish adequate compliance systems and adequately monitor existing compliance systems to ensure the men's and women's track and field program adhered to NCAA legislation pertaining to prospective student-athlete visits. This deficiency contributed to the violations detailed in Agreed-Upon Finding of Fact Nos. 1 through 3.

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

None.

**IV. REVIEW OF OTHER ISSUES**

None.

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

Pursuant to NCAA Bylaw 32.6.2.3-(e), the parties agree to the following penalties:

Penalties for Major Violations (Bylaw 19.5.2)

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. One year probation from February 2, 2023 to February 1, 2023.<sup>6</sup>

---

<sup>5</sup> All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

<sup>6</sup> Institutions must serve probation during the prescribed penalty period.

3. During this period of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
  - b. Submit a preliminary report to the office of the Committees on Infractions by March 30, 2023, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by December 31, 2023. Particular emphasis shall be placed on rules education and monitoring related to recruiting inducements, official visits and unofficial visits.
  - d. Inform prospects in the men's and women's track and field program in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the men's and women's track and field program. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
4. Vacation of team and individual records: Ineligible participation in the men's and women's track and field program occurred over January to March 2022 as a result of violations in this case. Therefore, pursuant to Bylaw 19.5.2-(g) and Executive Regulations 31.2.2.4 and 31.2.2.5, Lake Erie shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, Lake Erie's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for

all eligible student-athletes shall be retained. Further, Lake Erie's records regarding its men's and women's track and field program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in men's and women's track and field program shall be returned to the Association.

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

5. The institution shall pay a fine of \$1,500 to the NCAA.
6. Show Cause Order: Between August 2021 and March 2022, the then head track and field coach was personally involved in multiple recruiting and extra benefit violations. As these violations demonstrate, the then head track and field coach failed to promote an atmosphere for compliance during this time. Therefore, the then head track and field coach shall be subject to a two-year show-cause order from February 2, 2023, through February 1, 2025. In accordance with Bylaw 19.5.2.2.1 and Committee on Infractions Internal Operating Procedure 5-17-1-2, any employing member institution shall restrict the then head track and field coach from all on and off-campus recruiting related activity and require NCAA Regional Rules Seminar attendance for the then head track and field coach during the first year of the show-cause period. During the second year of the show-cause period, any employing member institution shall require NCAA Regional Rules Seminar attendance for the then head track and field coach. If the then head track and field coach becomes employed by a member institution in an athletically related position during the two-year show-cause period, the employing institution shall abide by the terms of the show-cause

order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

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

## **VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 32.6, and 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 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 the violations identified in this agreement occurred and should be classified as major.

If the Committee on Infractions approves the negotiated resolution, the institution and the then head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and the then head coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaw 19.5.

The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution or the then head coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations. Additionally, as required by NCAA legislation for any institution involved in a major infractions case, Lake Erie shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, February 2, 2023.

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 Committee on Infractions, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the Committee on Infractions reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 32.8) or notice of allegations (Bylaw 32.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should the Committee on Infractions approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

## **VII. DIVISION II COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to Bylaw 32.6.5, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI 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 32.6.3. In this case, the COI determines that the agreed-upon facts, violations, and type of violations are appropriate for this process. The agreed-upon penalties align with the penalties available under Bylaw 19.5 and with past case guidance. Pursuant to Bylaw 32.6.5, this negotiated resolution has no precedential value.

The COI advises Lake Erie and the then head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution 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 II COMMITTEE ON INFRACTIONS**

Jessica Chapin  
David Hansburg  
John David Lackey, Chair  
Richard Loosbrock  
Melissa Reilly  
Leslie Schuemann  
Jason Sobolik



**APPENDIX**

**LAKE ERIE COLLEGE'S CORRECTIVE ACTIONS**

1. Separation from then head coach effective March 31, 2022, and ineligible for rehire at Lake Erie College.
2. Attendance at the May 2023 Regional Rules Seminar for the director of compliance.
3. A complete compliance audit conducted by the Great Midwest Athletic Conference before January 1, 2024. The institution will implement any recommendations resulting from the compliance audit.
4. Signed a three-year contract to obtain use of the ARMS compliance software to provide better oversight of the institution's compliance functions.