



**YOUNGSTOWN STATE UNIVERSITY  
PUBLIC INFRACTIONS DECISION  
January 11, 2022**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved academic integrity and recruiting inducement violations in the women's soccer program at Youngstown State University (YSU).<sup>2</sup> The former head women's soccer coach was at the center of these violations, and his personal involvement demonstrated that he failed to promote an atmosphere of compliance in the women's soccer program. Additionally, after separating from the institution, the head coach violated principles of ethical conduct and cooperation during the investigation in this case.

The academic violations in this case occurred when the head coach circumvented fundamental academic eligibility requirements in order to ensure three international student-athletes were immediately eligible to compete. The three student-athletes, who hailed from the head coach's home country, were high school graduates. At the time they came to the United States to compete for the head coach, they had never been enrolled at a four-year institution. However, the head coach knew that he could bypass initial eligibility requirements by bringing them in as transfer student-athletes. Thus, between May 2016 and January 2017, the head coach arranged for false transcripts from a four-year institution in his home country for the three student-athletes. Based on those transcripts, the institution admitted and erroneously certified the three student-athletes as transfers, and they went on to compete in a total of 61 contests while ineligible. The academic integrity violations are Level I.

The head coach also provided impermissible recruiting inducements to one of the international student-athletes prior to her arrival on campus in 2017. Specifically, he arranged for another student-athlete to pay her application fee, arranged cost-free housing with a host family while she competed in an amateur summer league, and provided her with transportation to and from the host family's home. The inducement violations are Level II. The notice of allegations also alleged that the inducements supported a Bylaw 10 unethical conduct violation because the head coach

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<sup>1</sup> Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

<sup>2</sup> A member of the Horizon League and the Missouri Valley Football Conference, YSU has an enrollment of approximately 12,700 students. It sponsors nine men's and 11 women's sports. This is the institution's third Level I, Level II or major infractions case. YSU's prior cases occurred in 2021 (football) and 2000 (football).

provided them knowingly. However, the panel concluded that the Bylaw 10 violation was not demonstrated because the head coach sought guidance from the compliance office prior to arranging the student-athlete's housing, and the violation was the result of a legitimate misunderstanding.

The head coach's personal involvement in the violations demonstrated that he did not promote an atmosphere of compliance in the women's soccer program. By intentionally disregarding the Association's foundational academic integrity rules in order to gain a competitive advantage, he fell far short of the standards to which the membership holds head coaches. The head coach responsibility violation is Level I.

Finally, the head coach's conduct during the investigation also fell short of his legislated responsibilities. The head coach provided false or misleading information to the enforcement staff regarding his knowledge of and involvement in the falsified transcripts. He also failed to participate in a second interview and provide cellphone records requested by the enforcement staff. The head coach's failure to cooperate hindered the enforcement staff's investigation, and the lack of complete information in the case record made this panel's task more difficult. The head coach's conduct during the investigation violated principles of ethical conduct and the obligation to cooperate. The violation is Level I.

After considering applicable aggravating and mitigating factors, the panel classifies this case as Level I-Standard for YSU and Level I-Aggravated for the head coach. Utilizing the applicable penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: three years of probation; a one-year postseason ban; a fine of \$5,000 plus two percent of the budget of the women's soccer program; scholarship reductions; recruiting restrictions; vacation of records; and a five-year show-cause order for the head coach.

## **II. CASE HISTORY**

The violations in this case came to light in October 2018 when a National Association of Intercollegiate Athletics (NAIA) institution notified YSU that it had received a false University of Ghana transcript from a former YSU women's soccer student-athlete. The NAIA institution also informed YSU that the student-athlete alleged that YSU's former head women's soccer coach (head coach) coordinated the falsification and submission of the transcript. This information prompted YSU to review the academic files of other international students, which uncovered additional false University of Ghana transcripts in the files of two other women's soccer student-athletes. YSU reported the falsified transcripts to the NCAA enforcement staff on November 9, 2018, and identified the head coach as an individual potentially involved in violations.

Between November 2018 and September 2019, the enforcement staff and the institution engaged in a collaborative investigation. On November 13, 2019, the enforcement staff issued a notice of allegations (NOA) to YSU and the head coach, as well as a separate NOA to the head coach related to conduct following his separation from the institution. The parties submitted timely responses

to the NOAs in January 2020. That same month, YSU submitted a self-report to the enforcement staff detailing potential recruiting violations in the institution's football program. On February 28, 2020, the enforcement staff notified the COI of its intent to reopen the investigation to look into the potential football violations. On March 10, 2020, the then COI chair asked the enforcement staff to clarify the effect of the reopened investigation on the processing of the women's soccer allegations.<sup>3</sup> In response, the enforcement staff notified the COI that the parties agreed to postpone the processing of the women's soccer allegations while the football investigation was pending.

The enforcement staff concluded its supplemental football investigation in November 2020. Via correspondence on December 15, 2020, and January 13, 2021, the enforcement staff notified the COI that the parties had agreed to process the football violations as a negotiated resolution, and the enforcement staff would therefore bifurcate the football and women's soccer allegations into two distinct matters.<sup>4</sup> The enforcement staff stated that the existing NOAs would not be amended, and the processing of the women's soccer allegations could resume. On January 25, 2021, the current COI chair established new deadlines for the remaining written submissions in this case.<sup>5</sup>

Pursuant to the new deadlines, the enforcement staff submitted its written reply on April 2, 2021. The panel held a hearing via videoconference on August 16, 2021.

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

#### **Falsification of Transcripts for International Women's Soccer Student-Athletes**

The head coach was born and raised in Ghana and completed his undergraduate studies at the University of Ghana, where he also coached soccer. In 2006, the head coach came to the United States to pursue his master's degree. He also entered the collegiate coaching ranks around this time, serving stints as an assistant soccer coach and later a head women's soccer coach at two NCAA Division II member institutions before accepting a head coaching position at a Division I institution in 2014. He departed that institution in December 2015 to accept the position of head women's soccer coach at YSU.

At both YSU and his previous Division I institution, the head coach utilized his Ghanaian connections in recruiting. At his previous institution, the head coach recruited two former players

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<sup>3</sup> In the same March 10, 2020, correspondence, the then chair also requested that the head coach submit an amended NOA response that complied with the formatting and content requirements set forth in the COI's Internal Operating Procedures (IOPs). Although the head coach submitted a timely amended response, it still did not comply with all IOP requirements. However, in light of the short length of the head coach's response and the looming deadline for the enforcement staff's written reply, the current COI chair accepted the non-compliant response into the record.

<sup>4</sup> The parties to the football violations submitted a negotiated resolution for the COI's preliminary assessment on March 5, 2021. A panel of the COI approved the negotiated resolution, and it was publicly released on April 20, 2021. *See Youngstown State University* (2021).

<sup>5</sup> The chair's letter noted that although bifurcation is generally disfavored, it appeared to be the most logical processing option for these cases.

from the Ghanaian national team. One of these student-athletes (student-athlete 1) decided to follow the head coach to YSU as a transfer student-athlete. While at YSU, the head coach also recruited two of student-athlete 1's teammates on the Ghanaian national team—(student-athlete 2) and (student-athlete 3). The head coach offered full scholarships to all three student-athletes.

YSU admitted and certified student-athletes 1, 2 and 3 based on false academic transcripts purportedly from the University of Ghana. However, YSU did not verify the student-athletes' enrollment at that university.<sup>6</sup> Although all three student-athletes had graduated from high school in Ghana, none of them attended the University of Ghana. As a result of the falsified transcripts, they were able to enroll at YSU as transfer student-athletes and were immediately eligible to compete. Student-athletes 2 and 3 indicated that the head coach was involved in arranging and/or obtaining fraudulent University of Ghana transcripts, and student-athlete 1 declined to speak to the institution or enforcement staff on this matter. During his March 16, 2019, interview with the enforcement staff and continuing throughout the processing of this case, the head coach denied that he falsified or arranged for the falsification of the three student-athletes' transcripts.

#### *Student-Athlete 1*

The head coach recruited student-athlete 1 to his previous institution, where she competed during the 2014-15 and 2015-16 academic years. During his interview and at the infractions hearing, the head coach reported that he learned of student-athlete 1 through a Ghanaian individual who facilitated connections between Ghanaian athletes and college coaches in the United States. According to the head coach, this individual told him student-athlete 1 attended the University of Ghana. However, the head coach stated that he never personally verified this with the student-athlete. Student-athlete 1 enrolled at the head coach's previous institution as a transfer from the University of Ghana.

When the head coach left his previous institution to accept the head coach position at YSU, student-athlete 1 informed him that she wanted to transfer to YSU and continue playing for him there. Thus, in early 2016, she approached her then head coach (the head coach's successor) to request a transfer release. The head coach's successor told the enforcement staff he was reluctant to grant the request because he was unhappy that student-athlete 1 wanted to leave his program. The head coach reached out to his successor and, in an attempt to persuade him, offered to connect his successor with other Ghanaian soccer prospects. The head coach's successor eventually relented and granted the transfer release.

Student-athlete 1 applied to YSU in March 2016. Her application listed her previous institution as a college or university that she had attended, but it did not list the University of Ghana. The head coach went to Ghana on a recruiting trip the following month. During his interview with the

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<sup>6</sup> At the infractions hearing, the panel questioned whether the institution completed a transfer tracer for any of the three international student-athletes. The institution stated that this was likely not part of its process at the time; however, it could not answer definitively because the compliance director and international admissions coordinator who were involved in the admission of student-athletes 1, 2 and 3 were no longer with the institution. The enforcement staff noted that there was no indication a tracer had been completed based on the information provided by the institution during the investigation.

enforcement staff, the head coach stated that YSU was waiting on an original copy of student-athlete 1's University of Ghana transcript, so he picked it up while he was in the country. He stated that the transcript was in a sealed envelope when he picked it up. The head coach also recounted personally delivering the transcript to YSU's International Programs Office (IPO), where the international admissions coordinator opened the sealed envelope in front of him and joked that the transcript was a fake.

In his NOA response and at the hearing, however, the head coach denied delivering student-athlete 1's transcript to YSU. Specifically, he claimed that his earlier interview statements were mistaken, and student-athlete 1's University of Ghana transcript was sent to YSU by his and the student-athlete's previous institution. YSU's contemporaneous records indicate that the IPO received and/or processed the transcript on May 17, 2016. However, those records do not state how the transcript came to the institution.

Method of delivery notwithstanding, YSU processed the transcript, admitted student-athlete 1 and certified her eligibility. She competed during a portion of the fall 2016 season; however, she and student-athlete 2 left YSU midseason in order to compete with the Ghanaian national team in the U-20 World Cup. According to the head coach, he gave both student-athletes permission to leave on October 30, 2016, the team's last day of competition, and explained there would be consequences if they left before that date and without his permission. Specifically, he informed them they would lose their scholarships. Ultimately, student-athletes 1 and 2 chose to leave before that date, and the institution canceled their scholarships.

Approximately two years later, during YSU's review of the reported falsification of student-athlete 2's transcript, the institution discovered that the University of Ghana transcript in student-athlete 1's file was also falsified. To determine this, the international admissions coordinator obtained a true official University of Ghana transcript to compare with student-athlete 1's transcript. She observed several key differences in appearance, including different margins, background lines that went in opposite directions, and a key at the bottom of each legitimate transcript that was either completely or partially missing from the falsified transcript.

In light of the transcript issues at YSU, student-athlete 1's previous institution asked the University of Ghana to verify the authenticity of the transcript student-athlete 1 submitted to the previous institution. The University of Ghana confirmed that the transcript was fake, and the ID number listed on the transcript belonged to another student-athlete in the institution's database. Additionally, the previous institution had two different University of Ghana transcripts in student-athlete 1's file, both of which were different than the transcript in student-athlete 1's file at YSU.

### *Student-Athlete 2*

The head coach recruited student-athlete 2 to YSU during the 2015-16 academic year. According to the head coach, student-athlete 1 recommended student-athlete 2—who was a former teammate on the Ghanaian national team—and told the head coach that student-athlete 2 attended the

University of Ghana. As with student-athlete 1, the head coach did not personally verify this information with student-athlete 2.

Student-athlete 2 submitted her application for admission on June 12, 2016. Five days later, on June 17, 2016, the head coach delivered a copy of student-athlete 2's University of Ghana transcript to the international admissions coordinator at YSU. The transcript was in a sealed envelope. In his response to the NOA, the head coach claimed that he picked up the sealed transcript during a visit to Ghana. Student-athlete 2 told the enforcement staff she did not know how YSU obtained the University of Ghana transcript.

YSU admitted student-athlete 2 as a transfer student from a four-year institution and certified her eligibility based on the University of Ghana transcript. Because she was admitted as a transfer, student-athlete 2 was not required to submit an SAT or Test of English as a Foreign Language (TOEFL) score. Student-athlete 2 competed during a portion of the fall 2016 season but left midseason with student-athlete 1 to compete in the U-20 World Cup. As with student-athlete 1, the institution cancelled student-athlete 2's scholarship due to her unauthorized midseason departure.

In January 2017, student-athlete 2 transferred to a community college in Texas. The college informed her that she would need to provide a copy of her University of Ghana transcript in order to be eligible to compete on the women's soccer team. According to student-athlete 2, this was the first time she learned there was a University of Ghana transcript in her academic record. Student-athlete 2 told the enforcement staff that she contacted the head coach twice via WhatsApp to ask about the transcript, but he told her there was nothing he could do. After the second of these conversations, student-athlete 2 asked her uncle to contact the head coach, which he did. The student-athlete stated that she was unsure what her uncle and the head coach discussed; however, following that conversation, the head coach sent a copy of the University of Ghana transcript to the community college and mailed a separate copy to her. Student-athlete 2 told the enforcement staff that she never asked the head coach where the transcript came from.

In 2018, student-athlete 2 transferred to an NAIA institution in Ohio. She told the enforcement staff that she felt she had no option but to provide the University of Ghana transcript to the institution as it was now part of her academic record. She still had the copy the head coach mailed her in 2017 but could not provide the transcript herself. Thus, she took a picture of the copy in her possession and sent it to an individual in Ghana. That individual used the photo to create a false transcript and sent that transcript to the NAIA institution.

At some point in the late summer to early fall of 2018, the NAIA Eligibility Center identified that student-athlete 2's transcript was fraudulent. The NAIA institution contacted YSU in October 2018 to notify YSU of the false transcript and seek information for a waiver. In a September 10, 2018, letter to the NAIA in support of the waiver, student-athlete 2 stated that her "old Youngstown State coach (also Ghanaian) told me that I should always use [the false transcript] . . . [and] should always say that I went to the University of Ghana during that timeframe." Later, during her February 13, 2019, interview with the enforcement staff, student-athlete 2 amended this statement,

clarifying that the head coach did not tell her she should always use the false transcript. She explained that she made the statement to the NAIA because she was under a lot of pressure at the time.

During the investigation in this case, the institution and enforcement staff discovered that student-athlete 2's false University of Ghana transcript was identical to the transcript of a student-athlete at the head coach's previous institution (non-YSU student-athlete). The head coach had been in contact with the non-YSU student-athlete in 2016, around the same time he was recruiting student-athlete 2. At the time, the non-YSU student-athlete was a student at the University of Ghana and was interested in playing collegiate soccer in the United States. At the infractions hearing, the head coach stated that she was not a good fit for YSU, so he recommended her to his successor at his previous institution—a fulfillment of the head coach's promise to connect his successor with other Ghanaian student-athletes.

In an interview with the enforcement staff, the non-YSU student-athlete stated that the head coach talked to her about the academic requirements she would need to meet in order to be eligible to compete at his previous institution. In May 2016, he asked her to send a screenshot of her University of Ghana grades, which she did. Text messages in the record document that the head coach forwarded the screenshot to his successor at his previous institution on May 14, 2016. The head coach also asked the non-YSU student-athlete to send a copy of her official transcript and told her he knew someone in the University of Ghana registrar's office who could assist with this. The student-athlete reported that she obtained the transcript as instructed and mailed it to the head coach. According to the head coach's successor at his previous institution, the head coach hand delivered the transcript to him at his office on May 25, 2016. A few weeks later, on June 17, 2016, the head coach delivered a nearly identical transcript to YSU on behalf of student-athlete 2.<sup>7</sup>

In his written response and at the hearing, the head coach denied portions of the non-YSU student-athlete's account. Specifically, he claimed that the non-YSU student-athlete did not mail him her transcript; rather, he retrieved it from her in-person during a trip to Ghana. He acknowledged, however, that he personally delivered the transcript to his successor at his previous institution. The head coach also stated that he did not know anyone in the University of Ghana registrar's office.

At the request of the enforcement staff, the head coach's previous institution contacted the University of Ghana to authenticate the non-YSU student-athlete's transcript. The University of Ghana confirmed that the non-YSU student-athlete had been enrolled there in 2014, but it could not authenticate the transcript because it did not reflect the student-athlete's academic record in the university's system.

### *Student-Athlete 3*

The head coach recruited student-athlete 3 to YSU in late 2016. At the infractions hearing, the head coach stated that student-athlete 1 recommended student-athlete 3—a former teammate on

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<sup>7</sup> The courses, grades and GPAs listed on the two transcripts were identical. The transcripts differed only in the identifying information for each student-athlete.

the Ghanaian national team—and told the head coach she attended the University of Ghana. However, in his interview with the enforcement staff, the head coach reported that an individual in Ghana told him about student-athlete 3 and informed him that she attended the University of Ghana. In either event, as with student-athletes 1 and 2, the head coach did not personally verify this information with student-athlete 3.

On December 12, 2016, student-athlete 3 applied for admission as a transfer from the University of Ghana. YSU's records show that the institution received student-athlete 3's University of Ghana transcript on January 6, 2017.<sup>8</sup> The institution admitted student-athlete 3 as a transfer student from a four-year institution and certified her eligibility based on the University of Ghana transcript. She competed as a member of the women's soccer team in 2017 and 2018. The head coach left YSU at the end of 2017.

After YSU learned of the false University of Ghana transcripts in fall 2018, members of the athletics department met with student-athlete 3, the only one of the three international student-athletes who was still enrolled at the institution. A few days later, the then associate director of athletics for compliance/senior woman administrator (former compliance director) memorialized the brief, 10-minute meeting in an email.<sup>9</sup> According to the former compliance director, student-athlete 3 confirmed that she did not attend the University of Ghana. She said that the head coach told her he would arrange for her to have transcripts from the University of Ghana so that she would be immediately eligible to participate on the soccer team and receive an athletics scholarship. The student-athlete also said she knew she was lying, but she wanted to follow what the head coach told her to do so that she could attend college in the United States.

YSU's current head women's soccer coach (current head coach) was also present for the meeting with student-athlete 3. In a January 28, 2019, interview with the enforcement staff, the current head coach indicated that although student-athlete 3 was vague about the former head coach's role in procuring the false transcripts, the student-athlete had generally been aware that the head coach was taking care of the transcript issue. According to the former compliance director and another athletics administrator who was present at the meeting, student-athlete 3 reported that she was to tell people she attended the University of Ghana if asked. Both individuals indicated it was the head coach who told the student-athlete to say this.

Although the head coach did not provide cell phone records requested by the enforcement staff, he submitted with his NOA response a copy of what appeared to be a WhatsApp exchange between

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<sup>8</sup> According to a timeline of events prepared by YSU, the institution received the University of Ghana transcript from the head coach in a sealed envelope. However, the institution's incoming mail log appeared to show that the transcript was delivered via shipping carrier. The panel notes that the conflicting information in the record regarding whether the head coach *delivered* student-athlete 3's transcript was not material to its analysis of whether the head coach *arranged for* the transcript.

<sup>9</sup> The meeting with student-athlete 3 took place on November 6, 2018. The former compliance director's email summary of the meeting is not dated; however, the former compliance director sent the email in response to a November 7, 2018, email inquiry from YSU's Office of Student Conduct. Thus, it is likely that the former compliance director sent the email summary within a few days of the November 6, 2018, meeting.

the head coach and student-athlete 3 that took place after the enforcement staff issued the NOA.<sup>10</sup> In the exchange, the head coach stated it had come to his attention that student-athlete 3 told YSU he produced her University of Ghana transcript. Student-athlete 3 responded, "Coach that is not true. I never said anything like that. That is not true at all."

Following the athletics administrators' meeting with student-athlete 3, YSU provided a hearing opportunity through the student conduct process. Student-athlete 3 did not attend. YSU removed the transfer credits from student-athlete 3's academic record and expelled her from the institution.

### **Cost-Free Housing, Transportation and Payment of Application Fee for Student-Athlete 3**

In addition to the head coach's involvement with student-athlete 3's transcript, he assisted her in other ways prior to her arrival at YSU. This included arranging for another student-athlete to pay student-athlete 3's \$45 application fee, arranging cost-free summer housing for her, and providing transportation to that housing and, later, to campus. At the infractions hearing, the head coach admitted that this conduct occurred.

First, in December 2016, the head coach arranged for another women's soccer student-athlete (student-athlete 4) to pay student-athlete 3's \$45 university application fee. In an interview with the enforcement staff, student-athlete 4's stepmother reported that the head coach asked student-athlete 4 if she could help another student-athlete with a payment. Student-athlete 4 asked her stepmother if she could borrow her debit card to make the payment because she did not have a card of her own. The stepmother agreed to loan her the card with the understanding that the head coach would reimburse student-athlete 4. YSU's records showed that the fee was paid by student-athlete 4's stepmother on December 13, 2016. The stepmother's bank records also showed a \$45 debit card charge on this date.

Second, in spring 2017, the head coach arranged for student-athlete 3 to live with a host family while she competed with an amateur soccer team during the summer prior to enrollment at YSU. The head coach had encouraged student-athlete 3 to come to the United States early and play in a summer league so she could get accustomed to the country. He found a team for her to play with through another YSU women's soccer student-athlete (student-athlete 5). During the summers, student-athlete 5 played with an amateur women's soccer team located in Pittsburgh, and she provided the head coach with the contact information for the amateur team's head coach. The team had an open spot on the roster, and the amateur team's head coach agreed to give student-athlete 3 a tryout.

In his NOA response and at the infractions hearing, the head coach stated that he asked the former compliance director if student-athlete 3 could stay with student-athlete 5 during the summer while they both competed with the amateur team. According to the head coach, the former compliance director told him this would not be permissible because student-athlete 5 was connected to YSU. The head coach stated that he understood this to mean student-athlete 3 could stay with someone

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<sup>10</sup> The messages reference student-athlete 3's first name only. In questioning student-athlete 3, the head coach did not provide the other parties with notice or a reasonable opportunity to participate as required by COI IOP 4-13-1.

else as long as the person was unaffiliated with YSU. Accordingly, he reached out to the amateur team's head coach to ask whether she could find summer housing for student-athlete 3 until the start of YSU's preseason. On April 13, 2017, the amateur team head coach emailed the head coach a flyer with information about student-athlete 3, which she planned to send to prospective host families. She asked the head coach if he wanted to review the flyer with YSU's compliance office, but he responded, "[w]e are all good from compliance."

Throughout early May 2017, the amateur team head coach updated the head coach via email as she searched for a host family for student-athlete 3. At one point, she forwarded the head coach a question from a prospective host regarding the logistics of student-athlete 3's housing needs, and the head coach responded. When the amateur team head coach informed the head coach that a few potential host families had expressed interest, he asked the amateur team head coach to put him in touch with the families to work out the details. Ultimately, one of these families agreed to host student-athlete 3 during the summer of 2017. The family's daughter was also a Division I women's soccer student-athlete who would be playing with the amateur team that summer.

Student-athlete 3 arrived in the United States on or around May 16, 2017. The head coach picked the student-athlete up from the airport and drove her to the host family's home, which was approximately 45 minutes outside of Pittsburgh.<sup>11</sup> Members of the host family—specifically, the mother and daughter—told the enforcement staff that the head coach did not stay very long after dropping off student-athlete 3 and did not give them any information or directions about what she would need while she was staying with them. He told them he would contact them when student-athlete 3's campus housing was ready; however, the mother reported that the head coach never checked back in with them during the time student-athlete 3 was staying in their home.

The head coach did not discuss the topic of rent with the host family. The family told the enforcement staff they considered student-athlete 3 a guest and therefore did not charge her rent. They did not purchase anything for the student-athlete, but she had access to the family's kitchen and was free to eat anything she wanted. Members of the family drove her to a mosque approximately three or four times that summer and provided her with transportation to and from practice and competition with the amateur team. In late July, at the end of the amateur team's summer season, the head coach picked up student-athlete 3 from the host family's home and drove her to YSU for enrollment.<sup>12</sup>

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<sup>11</sup> During the head coach's interview with the enforcement staff, he stated that the host family drove student-athlete 3 from the airport to their home and later from their home to YSU's campus. These statements were inconsistent with statements from the host family, who stated in separate interviews that the head coach drove the student-athlete to and from their house. Later, during a prehearing conference and at the infractions hearing, the head coach acknowledged that he provided the transportation.

<sup>12</sup> The enforcement staff did not provide an estimate for the value of the cost-free housing or the transportation to and from the host family's home. Likewise, the enforcement staff did not place a value on the food and transportation provided by the host family during student-athlete 3's stay and did not include these in any allegation.

### **The Head Coach's Participation in the Investigation**

The head coach was the central figure in the investigation and participated in an interview with the enforcement staff on March 16, 2019. As the investigation progressed throughout the spring and summer, the enforcement staff uncovered additional information that it determined warranted a second interview with the head coach. Thus, on July 22, 2019, the enforcement staff emailed the head coach to request a telephonic follow-up interview. When the head coach did not respond, the staff sent a second email on July 29, 2019. Again, the head coach did not respond. On August 1, 2019, the enforcement staff sent the head coach an email and a letter via overnight mail renewing the request for a second interview, reminding him of his legislated obligation to cooperate and informing him that pursuant to Bylaw 19.2.3.2.2, the failure to participate in an interview may be viewed by the hearing panel as an admission that the alleged violation occurred. The head coach still did not respond.

At the infractions hearing, the head coach claimed he did not receive the emails requesting a second interview and only learned of the request for the first time during the March 2021 prehearing conference with the enforcement staff. The head coach did not address whether he received the request the enforcement staff mailed to his residence. In response to questions from the panel, the enforcement staff acknowledged that it did not attempt to reach the head coach by phone to request a second interview.

In addition to seeking a second interview, the enforcement staff also requested the head coach's cellphone records. Immediately following the head coach's March 16, 2019, interview, the staff asked for copies of the head coach's cellphone records for the period from December 2016 through June 2017, as well as any WhatsApp messages between the head coach and student-athletes 1, 2 and 3. The staff asked that he provide these records by April 15, 2019.

On April 12, 2019, the head coach notified the enforcement staff that he had requested the records from his cellphone provider. He also stated that he could not retrieve the WhatsApp messages without erasing the memory from his cellphone and asked for the staff's advice on how to retrieve the messages safely. The enforcement staff advised that he could restore his WhatsApp chat history by reinstalling the app. The head coach also asked if the enforcement staff would cover the costs of producing his records. The staff responded in the affirmative.

On May 6, 2019, in response to the enforcement staff's request for a status update, the head coach stated that he requested his cellphone records from his provider on April 30 and was still waiting on information from the enforcement staff's IT department on how to recover his WhatsApp messages. The enforcement staff directed the head coach back to its earlier response regarding the WhatsApp messages and clarified that the staff's IT department does not support outside devices or users. The enforcement staff offered, however, to connect the head coach with an outside vendor that could mirror the contents of his cellphone and extract data using search terms provided by the enforcement staff. The head coach informed the enforcement staff that he would consult an attorney regarding the request because it involved privacy issues. The enforcement staff offered to speak with the head coach's attorney and answer questions, but the head coach did not provide

his attorney's name or contact information. He did, however, provide an April 30 chat transcript with his cellphone provider, which stated that the provider had processed his records request.

The head coach notified the enforcement staff on May 20, 2019, that he would not agree to have his cellphone mirror imaged due to privacy concerns. The enforcement staff informed the head coach that it would only have access to information from his cellphone that was relevant to the staff's search request, reminded him of his obligation to cooperate and requested a call to discuss the matter further. The enforcement staff and the head coach spoke on June 5, 2019, and the enforcement staff explained the mirror imaging process in greater detail. Although the head coach still had concerns, he offered to provide the enforcement staff with power of attorney to obtain his records from his cellphone provider. The enforcement staff declined, explaining that it was customary for the owner of the phone to request the records.

A few days later, on June 10, 2019, the head coach informed the enforcement staff that after talking to individuals in the field of technological advancement, he had decided to deny the request to mirror his phone. He expressed his concern that the enforcement staff's vendor would keep the data from his phone until completion of the investigation, which he viewed as an infringement on his personal privacy. On June 14, 2019, the enforcement staff renewed its request for the head coach's cellphone records and WhatsApp messages, reminded him again of his obligation to cooperate, and explained that his failure to produce the requested materials could be viewed by the hearing panel as an admission that the materials would support violations.

The head coach responded on June 27, 2019, stating "failure to comply to [a] directive that [has] the potential to violate my privacy does not mean I am culpable." He also noted that he had been too busy to go into one of his cellphone provider's stores to request the records in person as the enforcement staff had suggested. As an attachment to his email, the head coach provided another chat transcript with his cellphone provider dated June 26, 2019, in which he requested his records again and the provider confirmed the request had been processed. However, the head coach still did not produce records in the months that followed, and the enforcement staff proceeded to issue an NOA on November 13, 2019. When the head coach submitted his written response to the NOA, he provided copies of two additional chat transcripts with his cellphone provider—one dated April 22, 2019, and another dated May 15, 2019—in which he requested copies of his records.

#### **IV. ANALYSIS**

The underlying violations in this case occurred in the women's soccer program over a roughly one-year period. The case also involved the head coach's violations during the investigation in this case, following his separation from the institution. The violations fall into four areas: (A) academic misconduct and unethical conduct; (B) impermissible recruiting inducements; (C) head coach responsibility; and (D) post-separation unethical conduct.

**A. ACADEMIC MISCONDUCT AND UNETHICAL CONDUCT [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b) and 10.1-(g) (2015-16) and 12.11.1, 14.1.2.1-(a), 14.1.2.1-(b) and 16.8.1 (2016-17)]**

Over an approximately one-year period, the head coach knowingly arranged for false University of Ghana transcripts for three international women's soccer student-athletes who wanted to enroll and compete at YSU. The institution erroneously certified the three student-athletes based on the false transcripts, and they subsequently competed and received expenses while ineligible. YSU agreed that Level I violations occurred. The head coach denied arranging for the false transcripts. The panel concludes the violations occurred, and they are Level I.

**1. NCAA legislation relating to academic misconduct and unethical conduct.**

The applicable portions of the bylaws may be found at Appendix One.

**2. The head coach knowingly arranged for false transcripts for three international women's soccer student-athletes in order to ensure their immediate eligibility as transfers.**

In May and June 2016 and January 2017, the head coach knowingly arranged for false transcripts from the University of Ghana for student-athletes 1, 2 and 3. The use of the false transcripts enabled the three international student-athletes to enroll at YSU as transfers from a four-year institution, thus making them immediately eligible to compete. The head coach's conduct violated Bylaws 10 and 14. When the institution erroneously certified the student-athletes based on the false transcripts and allowed them to compete and receive expenses while ineligible, violations of Bylaws 12 and 16 occurred.

Bylaw 10 requires current and former institutional staff members to conduct themselves in an ethical manner and to act with honesty and sportsmanship at all times. Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of behaviors specifically identified as unethical. Among these are Bylaw 10.1-(b) (2015-16), knowing involvement in arranging for false transcripts for a prospect, and Bylaw 10.1-(g) (2015-16), failure to provide complete and accurate information to the NCAA Eligibility Center or an institution's admissions office regarding an individual's academic record. Effective August 1, 2016, the membership moved academic integrity violations from Bylaw 10 (Unethical Conduct) to Bylaw 14 (Eligibility). Thus, Bylaws 10.1-(b) and 10.1-(g) became Bylaws 14.1.2.1-(a) (2016-17) and 14.1.2.1-(b) (2016-17), respectively. Bylaw 12.11.1 obligates institutions to withhold ineligible student-athletes from competition. Relatedly, under Bylaw 16.8.1, an institution may provide actual and necessary expenses only to eligible student-athletes who represent the institution in practice and competition.

All parties agreed that the arrangement of false University of Ghana transcripts for student-athletes 1, 2 and 3 would constitute a violation of Bylaws 10 and 14 if demonstrated. The primary question for the panel was whether the information in the record demonstrated that the head coach was responsible for arranging the false transcripts. YSU and the enforcement staff agreed that he was.

The head coach denied any responsibility. Ultimately, the panel concludes that the record supports the head coach's involvement in arranging for the false transcripts.

The panel found the following four factors to be particularly persuasive in demonstrating the head coach's involvement: (1) student-athlete 3's statement to YSU implicating the head coach in the falsification of her transcript; (2) the nearly identical transcripts of student-athlete 2 and the non-YSU student-athlete; (3) the head coach's involvement in delivering the transcripts to YSU; and (4) the lack of an alternative explanation for how the false transcripts came into being. The panel also had concerns regarding the head coach's credibility due to inconsistent statements.

First, the statements made by student-athlete 3 during her meeting with the institution indicate the head coach had a role in procuring her falsified transcript. The former compliance director's written summary of that meeting is the most reliable account of what the student-athlete said as it was compiled only a few days after the meeting. According to the former compliance director, the student-athlete stated that the head coach told her he would arrange for her to have transcripts from the University of Ghana—a school she did not attend—so that she would be immediately eligible to participate on the soccer team and receive an athletics scholarship. When interviewed a few months later, the current head coach recalled student-athlete 3's statements being more vague. However, he confirmed that the student-athlete was generally aware that the head coach was taking care of the transcript issue. Additionally, both the former compliance director and another athletics administrator who attended the meeting recalled student-athlete 3 stating that she was told to say she went to the University of Ghana if asked. Both individuals indicated it was the head coach who told her to stay this. The panel does not find student-athlete 3's later denial in a private WhatsApp message to the head coach to be credible, particularly where the current head coach, former compliance director and another athletics administrator corroborated her earlier statements to the institution.

Second, it is significant that the head coach was in possession of the non-YSU student-athlete's University of Ghana transcript mere weeks before delivering a nearly identical transcript to YSU on behalf of student-athlete 2. When questioned about this at the hearing, the head coach could not provide an explanation as to why these two transcripts reflected exactly the same courses, grades and GPAs for the two student-athletes. He attempted to call the non-YSU student-athlete's credibility into question by asserting that she never mailed him her transcript as she claimed; rather, he picked it up from her in Ghana. But he could not explain to the panel why the non-YSU student-athlete would lie, speculating only that she might have thought she was doing him a favor or thought she was in trouble. Moreover, whether she mailed or hand delivered the transcript to the head coach is irrelevant because she also messaged him a screenshot of her grades—a fact the head coach did not deny. The head coach also emphasized that he was not recruiting the non-YSU student-athlete. However, this only makes his possession and transmittal of her transcript all the more curious.

Third, the head coach admitted that he delivered the transcripts for student-athletes 1 and 2 to YSU. At the infractions hearing, the head coach denied delivering student-athlete 1's transcript. However, during his March 2019 interview, he described picking up her transcript, delivering it to

YSU, and watching the international admissions coordinator open the sealed envelope and joke with him that the transcript was fake. The panel finds the head coach's interview statements to be more credible than his statements at the hearing because they were made closer to the time of the conduct at issue and were more detailed. Although the head coach claimed he was not aware that the transcripts were false, his involvement in delivering transcripts purportedly from the same university for two different student-athletes on two different occasions suggests more than mere coincidence. Additionally, his changing narrative regarding the delivery of student-athlete 1's transcript was a credibility concern for the panel.

Finally, the head coach was unable to provide a plausible alternative explanation as to how the false transcripts came into being. Admitting that he was "speculating," he suggested at the hearing that student-athlete 1 showed the other two student-athletes how to falsify their transcripts. He also theorized that student-athlete 2 was motivated to implicate him in the falsification because she was upset that the head coach cancelled her scholarship when she left midseason to compete in the World Cup. This does not explain, however, what would have motivated the three student-athletes to falsify their transcripts in the first instance. Rather, it is the head coach—who had an interest in getting the student-athletes on the playing field as quickly as possible—who had a reason to falsify the transcripts. By bringing the three student-athletes in as four-year transfers, they were immediately eligible and did not have to submit test scores or meet other initial eligibility requirements.

The panel recognizes that much of the information supporting this violation is circumstantial. However, the membership has given the COI authority to base its decisions on "information that directly *or circumstantially* supports the alleged violation." *See* Bylaw 19.7.8.3 (emphasis added). In its written submissions and at the infractions hearing, the enforcement staff repeatedly reminded the panel that it could view the head coach's failure to participate in a second interview and produce cellphone records as an admission that the alleged violation occurred. *See* Bylaws 19.2.3.2.1 and 19.2.3.2.2. However, the panel does not conclude this violation occurred based on inferences.<sup>13</sup> Rather, the information, though primarily circumstantial, demonstrated that the head coach possessed the information necessary to falsify the student-athletes' transcripts and a reason to do so. It also demonstrated that he delivered two false transcripts to YSU on two separate occasions and played some role in procuring student-athlete 3's false transcript.

Thus, based on the facts and circumstances in the record, the panel concludes that the head coach knowingly arranged false transcripts for student-athletes 1, 2 and 3 in violation of Bylaws 10.1-(b) (2015-16) and 14.1.2.1-(a) (2016-17). He also failed to provide complete and accurate information regarding the student-athletes' academic records in violation of Bylaws 10.1-(g) (2015-16) and 14.1.2.1-(b) (2016-17). YSU erroneously certified the three student-athletes based on the false transcripts, which led to the student-athletes competing in a total of 61 contests while ineligible.

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<sup>13</sup> The panel took note of the enforcement staff's heavy reliance on the inferences that are permitted by Bylaw 19 when an individual does not fully cooperate with an investigation. Although these inferences are approved by the membership and may be appropriate in some cases, the panel is reluctant to rely on them when it is not clear that the enforcement staff has done everything in its power to secure the individual's cooperation and ensure the individual understands the ramifications of non-cooperation or, in this case, when the involved individual participated in the infractions hearing and the panel had an opportunity to probe this issue directly with him.

When YSU failed to withhold the ineligible student-athletes from competition and provided them with actual and necessary expenses, the institution violated Bylaws 12.11.1 and 16.8.1.

The COI has previously concluded that Level I academic misconduct violations occur when institutional staff members arrange for fraudulent academic credit or false transcripts for prospective student-athletes. *See University of the Pacific* (2017) (concluding Level I academic misconduct violations occurred when the head men's basketball coach arranged for fraudulent academic credit by providing prospects with answers to coursework and exams in their summer distance learning courses); *University of Mississippi* (2016) (concluding a Level I academic misconduct violation occurred when the former director of basketball operations and former assistant basketball coach completed coursework for two prospects in five online courses); and *Southern Methodist University* (2016) (concluding a Level I academic misconduct violation occurred when a basketball administrative assistant obtained an incoming student-athlete's username and password and completed all his assignments and exams for an online course).

Consistent with these cases, the panel concludes the academic misconduct violation in this case is Level I. *See also* Bylaw 19.1.1 (identifying academic misconduct as an example of a Level I severe breach of conduct). The head coach's conduct seriously undermined and threatened the integrity of the NCAA Collegiate Model. The violation also provided YSU a substantial recruiting and competitive advantage by allowing the three student-athletes to bypass initial eligibility requirements and compete as four-year transfers.<sup>14</sup>

**B. IMPERMISSIBLE RECRUITING INDUCEMENTS [NCAA Division I Manual Bylaws 12.11.1, 13.2.1, 13.2.1.1-(h), 13.5.1, 13.5.4, 13.15.1 and 16.8.1 (2016-17)]**

During the 2016-17 academic year, the head coach arranged for or provided impermissible recruiting inducements to student-athlete 3 in the form of payment of an institutional fee, cost-free summer housing, and cost-free transportation to and from the summer housing. YSU agreed that violations occurred and are Level II. The head coach agreed to the violations but argued they should be designated Level III. The panel concludes the violations occurred and are Level II.

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

The applicable portions of the bylaws may be found at Appendix One.

**2. Prior to student-athlete 3's enrollment at YSU, the head coach arranged for or provided recruiting inducements, including arranging for another student-athlete to pay her application fee, arranging for cost-free summer housing and providing her with cost-free transportation to and from the summer housing.**

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<sup>14</sup> The panel was troubled by YSU's apparent failure to complete a transfer tracer for student-athletes 1, 2 and 3 in order to confirm their previous enrollment and academic records at the University of Ghana. Because transfer tracers are a standard compliance operation, the panel viewed this as a significant gap in YSU's compliance program at the time. Thus, the panel considered whether this failure could potentially support a failure to monitor violation. However, the information in the record was incomplete on this issue, and the panel ultimately deferred to the enforcement staff's charging decision.

Between December 2016 and late July 2017, the head coach assisted student-athlete 3 with her transition from Ghana to YSU by providing or arranging the following: (1) payment of the student-athlete's \$45 application fee; (2) cost-free housing with a host family while the student-athlete competed with an amateur soccer team during the summer; and (3) cost-free transportation from the airport to the host family's house and from the host family's house to campus. The recruiting inducements violated Bylaw 13 and rendered student-athlete 3 ineligible. Student-athlete 3 went on to compete in 33 contests while ineligible. When YSU failed to withhold the student-athlete from competition and provided her with expenses, Bylaw 12 and 16 violations occurred.

Bylaw 13 governs recruiting, with Bylaw 13.2.1 generally prohibiting institutional staff members from being directly or indirectly involved in arranging or providing benefits to a prospective student-athlete that are not otherwise available to prospective students generally. Bylaw 13.2.1.1-(h) identifies "free or reduced-cost housing" as a specifically prohibited benefit. Pursuant to Bylaw 13.5.1, institutions may not provide transportation to prospects except during an official visit or in limited circumstances during an unofficial visit. Relatedly, Bylaw 13.5.4 generally prohibits institutional staff members from providing a prospect with transportation to campus for purposes of enrollment. Bylaw 13.15.1 prohibits an institution or booster from providing or arranging financial assistance, directly or indirectly, to pay the cost of a prospect's educational or other expenses for any period prior to his or her enrollment. Finally, as referenced above, institutions are obligated to withhold ineligible student-athletes from competition and may not provide them with actual and necessary expenses pursuant to Bylaws 12 and 16.

The head coach's assistance to student-athlete 3 in the months leading up to her enrollment at YSU violated multiple provisions of Bylaw 13. First, when he arranged for another student-athlete to pay student-athlete 3's \$45 application fee, the head coach provided financial assistance for a prospect's pre-enrollment educational expenses in violation of Bylaw 13.15.1. Second, and most significantly, the head coach's involvement in arranging cost-free housing for student-athlete 3 while she competed with the amateur team during the summer of 2017 violated Bylaw 13.2.1.1-(h). Finally, by providing transportation to a prospect outside of an official or unofficial visit—including transportation to campus for initial enrollment—the head coach violated Bylaws 13.5.1 and 13.5.4. The institution's subsequent failure to withhold student-athlete 3 from competition and its provision of expenses to the student-athlete while ineligible violated Bylaws 12.11.1 and 16.8.1 respectively.

The COI has previously concluded that recruiting violations occur when an institutional staff member arranges housing for a prospect during the summer prior to initial enrollment. See *Monmouth University* (2017) (concluding Bylaw 13 violations occurred when the head men's tennis coach arranged free housing for a prospect prior to enrollment) and *Southeastern Louisiana University* (2015) (concluding a Bylaw 13 violation occurred when the assistant women's volleyball coach arranged for two incoming freshman student-athletes to live with enrolled student-athletes for approximately one week prior to the incoming student-athletes' enrollment). As in these cases, the head coach's actions in facilitating housing and other inducements for student-athlete 3 prior to her initial enrollment violated Bylaw 13.

The head coach agreed that his conduct violated Bylaw 13 recruiting legislation but argued the violations were Level III, not Level II as alleged. The panel disagrees. The violations were not isolated or limited as they took place over a period of roughly seven months, beginning in December 2016 and ending in July 2017. Additionally, the arrangement of housing for student-athlete 3 provided more than a minimal advantage or benefit because it enabled the student-athlete to compete with an amateur team during the summer prior to enrollment and sharpen her skills. In past cases, the COI has concluded that recruiting inducements of a similar scope and nature constituted Level II violations. *See Monmouth* and *Southeastern Louisiana*. As in these cases, and consistent with Bylaw 19.1.2, the panel concludes the recruiting inducements and related Bylaw 12 and 16 violations constitute a collective Level II violation.

**C. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2015-16 and 2016-17)]**

The head coach's direct involvement in arranging for false transcripts and recruiting inducements demonstrated that he failed to promote an atmosphere of compliance in the women's soccer program. The head coach did not take a clear position on the head coach responsibility allegation, merely noting his disagreement with the underlying academic misconduct allegation and his admission that he provided impermissible recruiting inducements to student-athlete 3. The institution agreed that the head coach's conduct constituted a Level I violation of NCAA head coach responsibility legislation. The panel concludes that the violation occurred, and it is Level I.

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

The applicable portions of the bylaws may be found at Appendix One.

**2. The head coach did not demonstrate that he promoted an atmosphere of compliance in the women's soccer program due to his personal involvement in violations and his disregard of fundamental academic integrity legislation.**

During the 2015-16 and 2016-17 academic years, the head coach failed to meet his responsibility to promote an atmosphere of compliance in his program. The head coach was personally involved in violations of foundational NCAA academic integrity legislation when he arranged for false transcripts for three international women's soccer student-athletes. He was also involved in arranging or providing recruiting inducements to one of the student-athletes prior to her enrollment at YSU. The panel concludes that the head coach's conduct violated Bylaw 11 head coach responsibility legislation.

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor individuals in their programs who report to them. The bylaw presumes that head coaches are responsible for the violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.

Here, the head coach failed to rebut the presumption. His direct involvement in the violations demonstrated that he did not promote an atmosphere of compliance. He knew he could bypass initial eligibility requirements and ensure student-athletes 1, 2 and 3 were immediately eligible as four-year transfers, and he took steps to make that happen. Specifically, the head coach arranged false transcripts for the three student-athletes—an action he knew to be a violation of NCAA academic integrity legislation and contrary to the principles of competitive equity that are a pillar of the Collegiate Model. The head coach's involvement in providing and arranging recruiting inducements further demonstrates that he did not promote an atmosphere of compliance. In his written materials and at the hearing, the head coach did not provide any information regarding his efforts to promote compliance or monitor his staff. For these reasons, the head coach did not rebut the presumption of responsibility.

The COI has previously concluded that head coaches failed to promote an atmosphere of compliance when they were directly involved in violations. *See University of Northern Colorado* (2017) (concluding a Level I head coach responsibility violation occurred when the head men's basketball coach was involved in academic misconduct violations, including personally completing a prospect's summer coursework and enlisting an athletic trainer to do the same) and *Pacific* (concluding a Level I head coach responsibility violation occurred when the head men's basketball coach was personally involved in academic misconduct violations, including providing prospects with answers to coursework). As in these cases, the panel concludes that the head coach's conduct violated Bylaw 11 head coach responsibility legislation. Consistent with Bylaw 19.1.1 and the COI's past cases, the violation is Level I because it derived from an underlying Level I severe breach of conduct.

**D. POST-SEPARATION UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.1-(c) (2018-19) and 10.1, 10.1-(a), 19.2.3, 19.2.3-(b), (c) and (d) (2018-19 and 2019-20)]**

During the investigation in this case, after the head coach was no longer employed by the institution, he provided false or misleading information to the enforcement staff when he denied having any knowledge of or involvement in the academic misconduct violations. The head coach also failed to meet his obligation to cooperate when he declined to participate in a second interview and failed to produce cellphone records requested by the enforcement staff. The head coach disputed the allegation. The panel concludes the violation occurred and is Level I.

**1. NCAA legislation relating to unethical conduct and the responsibility to cooperate.**

The applicable portions of the bylaws may be found at Appendix One.

**2. The head coach violated the principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the enforcement staff, did not participate in a second interview and failed to produce records requested by the enforcement staff.**

Beginning in March 2019, the head coach's conduct during the investigation failed to uphold the standards of ethical conduct and cooperation established by the membership. The head coach provided false or misleading information to the enforcement staff when he denied any involvement in arranging false transcripts for student-athletes 1, 2 and 3. Additionally, the head coach did not meet his obligation to cooperate when he did not respond to the enforcement staff's requests for a second interview and failed to produce cellphone records requested by the enforcement staff or permit mirror imaging of his phone. The head coach's conduct violated Bylaws 10 and 19.

As described previously, Bylaw 10 lists specific examples of conduct the membership has deemed unethical. Among other things, these include an individual's refusal to furnish information relevant to an investigation of possible violations (*see* Bylaw 10.1-(a)) and knowingly furnishing false or misleading information concerning an individual's involvement in or knowledge of possible violations (*see* Bylaw 10.1-(c)). Further, under Bylaw 19.2.3, current and former institutional staff members have an affirmative obligation to cooperate fully with the NCAA enforcement staff to further the objectives of the Association and its infractions program. Full cooperation includes the following: (1) timely participation in interviews and providing complete and truthful responses (*see* Bylaw 19.2.3-(b)); (2) full and complete disclosure of relevant information, including timely production of materials or information requested by the enforcement staff (*see* Bylaw 19.2.3-(c)); and (3) disclosing and providing access to all electronic devices used for business purposes (*see* Bylaw 19.2.3-(d)).

The head coach's conduct during the investigation did not meet the standards established by the membership. First, the head coach provided false or misleading information to the enforcement staff during his March 16, 2019, interview. Specifically, he denied arranging the false transcripts for student-athletes 1, 2 and 3. However, factual information in the record substantiates that the head coach knew the student-athletes did not attend the University of Ghana and he was involved in arranging false transcripts for them as described in Section IV.A. of this decision. The head coach's knowing provision of false or misleading information violated Bylaw 10.1-(c).

Second, the head coach did not respond to multiple requests by the enforcement staff for a second interview. The head coach claimed he was not aware of the requests because he did not receive the enforcement staff's email correspondence. The panel does not find this claim to be credible for two reasons. First, the enforcement staff sent a third request via mail, which the head coach did not address and did not deny receiving. Second, the enforcement staff issued the NOA alleging the head coach's failure to respond to the interview request on November 13, 2019. But it was not until the prehearing conference in March 2021 that the head coach informed the staff that he never received the request. If this had truly been an instance of missed communications, it seems more

probable that the head coach would have alerted the enforcement staff to the situation immediately upon receiving the NOA.<sup>15</sup> Thus, the panel concludes that the head coach's failure to participate in a second interview violated Bylaw 10.1-(a) and 19.2.3-(b).

Finally, the head coach did not provide cellphone records requested by the enforcement staff and refused the staff's requests to mirror his phone. The panel is sensitive to the privacy concerns raised by the head coach. However, the enforcement staff made significant efforts to accommodate those concerns and offered to speak with the head coach's attorney on multiple occasions to address and alleviate any concerns he may have. The panel also recognizes that the head coach attempted to obtain records from his cellphone provider via electronic chats. Ultimately, these efforts did not go far enough. The head coach did not, for example, heed the enforcement staff's suggestion to visit the provider's store in-person to request the records. The membership's bylaws place an unequivocal obligation on current and former institutional staff members to make a full, complete and timely disclosure of information requested by the enforcement staff, including providing access to electronic devices used for business purposes. The head coach failed to do this and thereby violated Bylaws 10.1-(a), 19.2.3-(c) and 19.2.3-(d).

Consistent with Bylaw 19.1.1, the panel concludes that the head coach's failure to cooperate and unethical conduct violations are Level I. *See* Bylaw 19.1.1-(c) and (d) (identifying failure to cooperate and individual unethical conduct as examples of Level I violations). This designation is consistent with past case guidance. The COI has routinely concluded that individuals who provide false or misleading information during an investigation, fail to participate in interviews or fail to provide information relevant to an investigation commit Level I violations of Bylaws 10 and 19. *See Missouri State University* (2021) (concluding that the head women's volleyball coach engaged in Level I unethical conduct when she provided false or misleading information regarding her involvement in violations); *University of Connecticut* (2019) (concluding that the head men's basketball coach engaged in Level I violations when he declined to participate in a second interview with the enforcement staff); and *University of Louisiana at Lafayette* (2016) (concluding that an assistant football coach engaged in Level I violations when he declined to participate in a third interview and furnish phone records). As in these cases, the head coach's provision of false or misleading information, failure to participate in a second interview and refusal to provide requested records is a Level I violation.

## **V. VIOLATION NOT DEMONSTRATED**

The NOA alleged that the head coach violated Bylaw 10 unethical conduct legislation by *knowingly* arranging recruiting inducements for student-athlete 3. The panel concludes that the facts do not support an unethical conduct violation because the head coach took the proper steps

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<sup>15</sup> During the infractions hearing, some panel members expressed concern that the enforcement staff did not attempt to contact the head coach by phone when he did not respond to their email requests. To be clear, the head coach's failure to respond to the enforcement staff's *written* correspondence constitutes a violation of Bylaws 10 and 19. As a matter of best practices, however, the panel encourages the enforcement staff to use all available means to reach individuals, particularly when those individuals are central figures in the investigation and have previously been active and responsive participants.

in speaking with the compliance office before acting and did not willfully attempt to subvert NCAA recruiting legislation. It is noteworthy that the head coach's actions in this area—*i.e.*, his proactive engagement of the compliance office—differs drastically from his actions related to the false transcripts.<sup>16</sup>

Bylaw 10 requires institutional staff members to conduct themselves in an ethical manner. In accordance with Bylaw 10.1-(b), staff members must not knowingly involve themselves in offering or providing a prospect with an impermissible recruiting inducement.

The head coach followed protocol by seeking the input and approval of the former compliance director before taking steps to facilitate summer housing for student-athlete 3. Specifically, the head coach asked the former compliance director if student-athlete 3 could stay with another YSU student-athlete who was also competing on the amateur team that summer. When the former compliance director told him this was not permissible because the other student-athlete was connected with YSU, the head coach took this to mean student-athlete 3 could stay with someone else as long as the person was unaffiliated with the institution. Thus, the head coach's subsequent actions—*i.e.*, asking the amateur team's head coach to find housing for student-athlete 3—was the result of a legitimate misunderstanding rather than an attempt to skirt the rules.

The COI addressed a similar situation in *University of the Pacific (2017)*. There, the COI concluded that although the head baseball coach violated Bylaw 16 extra benefits legislation when he provided impermissible financial aid to a student trainer, his conduct was not unethical in violation of Bylaw 10 because he sought approval of the financial aid arrangement before acting. Specifically, the head baseball coach consulted with the associate athletic director who oversaw financial aid compliance and followed the advice he was given. Thus, the COI concluded that the head baseball coach did not act unethically because he was not willfully attempting to subvert NCAA rules.

Likewise, the panel concludes that the head coach's conduct was not unethical in this case because he asked questions before acting and simply misinterpreted the answer he received. The Bylaw 10 unethical conduct violation was not demonstrated.<sup>17</sup>

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<sup>16</sup> To be clear, simply engaging the compliance office does not eliminate the possibility that an involved individual committed unethical conduct. Here, however, the head coach went to compliance and specifically sought advice related to pre-enrollment housing—the exact subject matter where the violation occurred. Further, although the conversation and advice may have been general in nature, the head coach appears to have followed the advice and, at least initially, attempted to comply with NCAA legislation.

<sup>17</sup> The panel notes that the NOA also included the other Bylaw 13 recruiting inducements—payment of a \$45 application fee and cost-free transportation to and from the host family's home—as part of the Bylaw 10 unethical conduct allegation. Although the enforcement staff did not place a value on the housing and transportation, the panel views the arrangement of housing as the most significant component of the Bylaw 13 violation because the housing arrangement lasted approximately two months and enabled student-athlete 3's access to free meals and other incidental transportation during her stay with the host family. By comparison, the scope and probable value of the application fee and transportation provided by the head coach are less significant and may not support a Level II violation in isolation. Accordingly, the panel declines to attach a Bylaw 10 unethical conduct violation to those inducements notwithstanding that the head coach may have acted knowingly in providing them.

## VI. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involves Level I and Level II violations of NCAA legislation. Level I violations are severe breaches of conduct that seriously undermine or threaten the integrity of the NCAA Collegiate Model, including violations that provide or are intended to provide a substantial or extensive recruiting, competitive or other advantage. 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 or benefit.

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Standard for YSU and Level I-Aggravated for the head coach.

### Aggravating Factors for YSU

19.9.3-(a): Multiple Level I violations by the institution;

19.9.3-(b): A history of Level I, Level II or major violations by the institution;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct; and

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect.

YSU agreed with the application of Bylaws 19.9.3-(a) and (h). With respect to the former, the factor applies because the institution is responsible for more than one Level I violation—specifically, it is responsible for Level I academic misconduct and head coach responsibility violations.<sup>18</sup> Bylaw 19.9.3-(h) applies because the head coach was a person of authority who was directly involved in academic misconduct and recruiting inducement violations. The panel applies normal weight to both factors.

With regard to Bylaw 19.9.3-(b), the institution acknowledged its infractions history but argued the factor should not apply—or should be given less weight—because its only previous major infractions case was decided in 2000 and involved violations that occurred over 30 years ago (specifically, from 1988 through 1992).<sup>19</sup> This argument, however, does not account for the institution's 2021 negotiated resolution involving violations in the football program. Although those violations were discovered as part of the investigation in this case, the COI has previously stated that a bifurcated case may be considered a prior case for purposes of Bylaw 19.9.3-(b). *See*

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<sup>18</sup> The enforcement staff also proposed Bylaw 19.9.3-(g), *Multiple Level II violations*, as a potential aggravating factor for both YSU and the head coach. However, the panel does not apply this factor because it concluded only one Level II violation was present in this case.

<sup>19</sup> In its response to the NOA, YSU argued the factor should not apply. At the hearing, however, YSU agreed that the factor should apply but noted the length of time that had passed between this case and the institution's 2000 case. The panel views this as a request to apply less weight to the factor.

*Georgia Institute of Technology (Georgia Tech)* (2021) (noting that "an institution cannot bifurcate multiple violations and then argue that the bifurcated case should not be considered when applying Bylaw 19.9.3-(b)"). In *Georgia Tech*, the panel applied significant weight to the factor due to that institution's recent bifurcated case as well as two other cases occurring within the past decade, all of which demonstrated a pattern of noncompliance in the men's basketball program. Here, the 2021 negotiated resolution is YSU's only recent case, and it involved violations in a different program. The panel notes, however, that both cases involved recruiting violations. Thus, while significant weight is not appropriate as it was in *Georgia Tech*, the panel applies normal weight to the factor in light of YSU's prior 2021 case and the similar nature of the violations involved in both cases.<sup>20</sup>

Finally, although not identified by the parties, the panel applies Bylaw 19.9.3-(i) because the academic misconduct and impermissible inducement violations resulted in student-athletes 1, 2, and 3 competing in a total of 61 contests while ineligible over a period of three academic years.<sup>21</sup> At the infractions hearing, YSU asserted that this factor should not apply because the institution had already accounted for the ineligible competition by self-imposing a vacation of records penalty. However, the COI has applied this factor as a matter of course when violations lead to significant ineligible competition. See *Missouri State* (applying the factor to both the institution and the head women's volleyball coach where 13 student-athletes competed in a total of 150 contests while ineligible over a period of four academic years); *Siena College* (2020) (applying the factor to both the institution and the head men's basketball coach where 28 student-athletes competed while ineligible over three academic years); and *Georgia Institute of Technology (Georgia Tech)* (2019) (applying the factor to the institution and assistant men's basketball coach where three student-athletes competed while ineligible over three academic years). In each of these cases, the COI also prescribed vacation of records. Thus, the aggravating factor applies here. The panel gives the factor less weight, however, due to YSU's *proactive* efforts to vacate wins and restore the competitive equity lost through the student-athletes' ineligible competition.

### **Mitigating Factors for YSU**

19.9.4-(b): Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties; and

19.9.4-(c): Affirmative steps to expedite final resolution of the matter.

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<sup>20</sup> As part of the 2021 negotiated resolution, YSU agreed that this factor applied and specifically identified this unresolved women's soccer case as supporting the application of the factor. Although the COI has not previously applied unresolved matters prospectively, it accepted the parties' agreement in that case. The COI has consistently applied this factor when institutions have an infractions history. Thus, it would be analytically unsound to consider both cases in the negotiated resolution but not in this case. Further, such an application would deviate from consistent case guidance.

<sup>21</sup> At the infractions hearing, the enforcement staff explained that it did not identify Bylaw 19.9.3-(i) as an aggravating factor because the violations did not result in significant withholding conditions for purposes of student-athlete reinstatement. Accordingly, the enforcement staff determined that the ineligibility in this case did not cause harm to the student-athletes. However, as the COI has recently explained, any ineligibility caused by the violations of coaching or other institutional staff members is harmful to student-athletes. See *Missouri State*.

YSU agreed with both mitigating factors identified by the enforcement staff and did not propose any additional factors. The panel agrees that both factors apply. With respect to Bylaw 19.9.4-(b), the factor applies because YSU accepted responsibility for all violations and self-imposed significant penalties across the Figure 19-1 penalty guidelines within the ranges for a Level I-Standard case, including a postseason ban. Additionally, when YSU learned of student-athlete 2's false transcript, the institution acted quickly to review the files of other international students and self-report the potential violations to the enforcement staff. YSU's actions demonstrate that the institution took this matter seriously and held itself accountable. With respect to Bylaw 19.9.4-(c), YSU's quick response following the discovery of the violations and its cooperation with the enforcement staff expedited the investigation in this case. The institution also agreed to all allegations and was willing to resolve the case via negotiated resolution. The head coach's disagreement with the academic misconduct allegation, however, resulted in a contested hearing. Because YSU took affirmative steps throughout this case to expedite resolution of the matter, the factor applies. The panel gives normal weight to Bylaws 19.9.4-(b) and (c).

### **Aggravating Factors for the Head Coach**

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect; and

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

The head coach agreed that Bylaw 19.9.3-(a) should apply if the panel concluded he was responsible for multiple Level I violations, and Bylaw 19.9.3-(e) should apply if the panel concluded he committed an unethical conduct violation. Because the panel concluded the head coach was responsible for more than one Level I violation—including an unethical conduct violation—both factors apply. The panel gives them normal weight.

The enforcement staff proposed two additional aggravating factors with which the head coach did not agree: Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct*, and Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws*. The head coach did not provide a rationale for his disagreement with these factors. The panel determines that both factors apply and gives them normal weight.

With respect to Bylaw 19.9.3-(h), the factor applies because the head coach was a person of authority who personally engaged in academic misconduct and recruiting inducement violations. The COI has regularly applied this factor to coaches who are directly involved in violations. *See Missouri State* (determining the factor applied to the head women's volleyball coach, who personally engaged in recruiting inducement and extra benefit violations and directed or had

awareness of other violations in her program) and *University of California, Santa Barbara (UCSB)* (determining the factor applied to the head track coach and the head men's water polo coach who were both personally involved in violations). Likewise, the factor applies here, and the panel gives it normal weight.

Bylaw 19.9.3-(m) applies because the head coach acted intentionally in arranging false transcripts for the three international student-athletes, and his conduct demonstrated willful disregard for foundational NCAA academic integrity rules. The COI has previously applied this factor when institutional staff members intentionally and willfully engage in academic misconduct violations. See *University of Missouri, Columbia* (2019) (applying the factor to an athletics department tutor who completed academic work on behalf of 12 student-athletes) and *Pacific* (applying the factor to the head men's basketball coach who provided prospects with answers to coursework and exams). The factor also applies here. The panel gives it normal weight.

Finally, Bylaw 19.9.3-(i) applies to the head coach for the same reason it applies to YSU. Specifically, the panel determines the factor applies because the head coach was involved in violations that resulted in significant ineligibility for student-athletes 1, 2 and 3. The factor applies to the head coach with normal weight because he was not involved in YSU's decision to vacate records and did not otherwise act to mitigate the ineligibility caused by his conduct.

### **Mitigating Factors for the Head Coach**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations.

The head coach agreed with the one mitigating factor identified by the enforcement staff and did not propose any additional mitigating factors for his conduct. The panel agrees that Bylaw 19.9.4-(h) applies and gives the factor normal weight.

### **Core Penalties for Level I-Standard Violations (Bylaw 19.9.5)<sup>22</sup>**

1. Probation: Three years of probation to run consecutive to the probationary period prescribed in Case No. 01239.<sup>23</sup> This will extend the current period of probation through April 19, 2026.

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<sup>22</sup> If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted.

<sup>23</sup> The COI's methodology for penalties impacted by COVID-19 does not apply to probation. YSU proposed a three-year period of probation but did not specify whether the proposed three-year period would run consecutive to or concurrent with the institution's current probationary period. Because this case involved severe Level I violations, the panel prescribes a consecutive period of probation.

2. **Competition Penalty:** During the 2019-20 academic year, the women's soccer program ended its season with the last regular-season contest and did not participate in postseason conference or NCAA tournament competition. (Self-imposed.)
3. **Financial Penalty:** YSU shall pay a fine of \$5,000 plus two percent of the budget for the women's soccer program.<sup>24</sup> (Self-imposed.)
4. **Scholarship Reduction:** During the 2020-21 academic year, YSU reduced the number of equivalencies in women's soccer by one. (Self-imposed.)
5. **Recruiting Restrictions:**
  - a. During the 2020-21 academic year, YSU limited official visits in the women's soccer program to five. This represented a 12.5 percent reduction from the average number of visits provided by the program during the previous four years. (Self-imposed.)
  - b. For one academic year during the period of probation, YSU shall prohibit unofficial visits in the women's soccer program for a period of 10 weeks.<sup>25</sup> (Self-imposed.)
  - c. For one academic year during the period of probation, YSU shall prohibit recruiting communication in the women's soccer program for a period of 10 weeks. (Self-imposed.)
  - d. For one academic year during the period of probation, YSU shall prohibit off-campus recruiting in the women's soccer program for a period of 10 weeks. (Self-imposed.)

#### **Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.7)**

6. **Show Cause Order:** The head coach violated core NCAA bylaws that are fundamental to the NCAA Collegiate Model and the infractions process. He engaged in academic misconduct when he arranged false transcripts for three international student-athletes and he arranged for or provided impermissible recruiting inducements to one of the student-athletes. Additionally, the head coach provided false or misleading information during the investigation and failed to cooperate when he would not participate in a second interview or produce cellphone records. Therefore, the head coach shall be subject to a five-year show-cause order from January 11, 2022, through January 10, 2027. Pursuant to COI IOP 5-15-3-1, if the head coach seeks employment or affiliation with an athletically related position at an NCAA member institution

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<sup>24</sup> The fine from the program budget must be calculated in accordance with COI IOPs 5-15-5-4 and 5-15-4-1.

<sup>25</sup> In its response to the NOA, YSU proposed 10-week prohibitions on unofficial visits, recruiting communications and off-campus recruiting. However, the institution did not identify when the recruiting restrictions would be served. Accordingly, in YSU's first annual compliance report, the institution should identify whether any portion of those bans have already been served and set forth a schedule for serving any remaining portions. Any remaining portions of the bans on unofficial visits, recruiting communications and off-campus recruiting must be served within the same academic year during the period of probation. The institution also requested that the 10-week prohibitions be prescribed non-consecutively. Unless the COI states otherwise, institutions always have flexibility to serve restrictions on unofficial visits, recruiting communications and off-campus recruiting during non-consecutive weeks. However, weekly bans may not be further broken down into individual days.

during the five-year show cause period, any employing institution shall be required to contact the Office of the Committee on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

**Head Coach Restriction:** The head coach violated Bylaw 11 head coach responsibility legislation when he failed to promote an atmosphere of compliance in the women's soccer program. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should the head coach become employed in an athletically related position at an NCAA member institution following the five-year show-cause period, the head coach shall be suspended from the first 50 percent of contests in the first season following the show-cause period. The provisions of this suspension require that the head coach not be present in the facility where the contests are played and have no contact or communication with women's soccer coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, the head coach may not participate in any coaching activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record.

Although each case is unique, the show-cause order and head coach restriction are consistent with those prescribed in previous cases involving Level I-Aggravated violations. *See Missouri State* (prescribing a five-year show-cause order and 50 percent suspension for the Level I-Aggravated violations of the head women's volleyball coach, who arranged, provided or permitted approximately \$16,200 in impermissible inducements and was involved in CARA and countable coach violations); *University of Louisiana at Monroe* (2018) (prescribing a six-year show-cause order for the Level I-Aggravated violations of an assistant men's basketball coach, who completed academic coursework for two student-athletes); and *Pacific* (prescribing an eight-year show-cause order and 50 percent suspension for the Level I-Aggravated violations of the head men's basketball coach, who engaged in academic misconduct and knowingly provided prospects with impermissible recruiting inducements).<sup>26</sup>

### **Additional Penalties for Level I-Standard Violations (Bylaw 19.9.7)**

7. Public reprimand and censure through the release of the public infractions decision.
8. Vacation of Team and Individual Records: YSU acknowledged that student-athletes 1, 2 and 3 competed while ineligible as a result of the falsified transcripts, which led YSU to erroneously certify the student-athletes.<sup>27</sup> Therefore, pursuant to Bylaws 19.9.7-(g) and

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<sup>26</sup> Although *University of Louisiana at Monroe* was decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-10-2-2, the panel cites to this case because it involved violations of a comparable scope and nature).

<sup>27</sup> The impermissible recruiting inducements provided by the head coach also rendered student-athlete 3 ineligible. This ineligibility overlapped completely with her ineligibility stemming from the falsified transcript.

31.2.2.3 and COI IOP 5-15-7, YSU shall vacate all regular season and conference tournament wins, records and participation in which ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition.<sup>28</sup> (Self-imposed.) Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, YSU'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, YSU's records regarding its women's soccer program, as well as the records of its 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 the affected sport 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 institution's media relations 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 NCAA Media Coordination and Statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

9. During the period of probation, YSU 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.

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<sup>28</sup> Pursuant to Bylaw 19.9.7-(g), the COI may prescribe vacation of records when a student-athlete competes while ineligible. Among other examples, vacation is particularly appropriate when cases involve academic violations and when coaches are directly involved in the violations. *See* COI IOP 5-15-7. None of these factors, however, are necessary for the COI to prescribe the penalty. *See Brigham Young University*, IAC Decision No. 506 (2019).

- b. Submit a preliminary report to the OCOI by March 1, 2022, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by November 1 during each year of probation. Particular emphasis shall be placed on education and monitoring related to academic integrity, transfers and recruiting inducements.
  - d. Inform prospects in the women's soccer program that YSU is on probation for three years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides for the women's soccer 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.
10. Following the receipt of the final compliance report and prior to the conclusion of probation, YSU's president shall provide a letter to the COI affirming that YSU's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises YSU and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor YSU 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 YSU does not comply or commits additional violations. Likewise, any action by YSU or the head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Thomas Hill

Jason Leonard, Chief Hearing Officer

Joel Maturi

Kay Norton

Joe Novak

David M. Roberts

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

**Division I 2015-16 Manual**

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.**

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;
- (g) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or an institution's admissions office regarding an individual's academic record (e.g., schools attended, completion of coursework, grades and test scores).

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

**Division I 2016-17 Manual**

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

**12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition.** If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to

the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

**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 his or her relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her relatives 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 relatives 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:

- (h) Free or reduced-cost housing.

**13.5.1 General Restrictions.** An institution may not provide transportation to a prospective student-athlete other than on an official paid visit or, on an unofficial visit, to view a practice or competition site in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility when accompanied by an institutional staff member. During the official paid visit, transportation may be provided to view a practice or competition site and other institutional facilities located outside a 30-mile radius of the institution's campus.

**13.5.4 Transportation Prior to Initial Enrollment.** An institution or its representatives shall not furnish a prospective student-athlete, directly or indirectly, with transportation to the campus for enrollment. However, it is permissible for any member of the institution's staff to provide.

**13.15.1 Prohibited Expenses.** An institution or a representative of its athletics interests shall not offer, provide or arrange financial assistance, directly or indirectly, to pay (in whole or in part) the costs of the prospective student-athlete's educational or other expenses for any period prior to his or her enrollment or so the prospective student-athlete can obtain a postgraduate education.

**14.1.2.1 Pre-Enrollment Academic Misconduct.** A prospective student-athlete, student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, shall not engage in the following conduct

- (a) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective student-athlete;
- (b) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or an institution's admissions office regarding an individual's academic record (e.g., schools attended, completion of coursework, grades and test scores).

**16.8.1 Permissible.** An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

### **Division I 2018-19 Manual**

#### **10.1 Unethical Conduct.**

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

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

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members or prospective or enrolled student-athletes of member institutions 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. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

### **Division I 2019-20 Manual**

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if he or she does not receive compensation for such work, may include, but is not limited to, the following:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution;

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the

Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals Committee to further the objectives of the Association and its infractions program, including the independent accountability 9/4/19 3 resolution process. Full cooperation includes, but is not limited to:

- (b) Timely participation in interviews and providing complete and truthful responses;
- (c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- (d) Disclosing and providing access to all electronic devices used in any way for business purposes.