

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

University of Nevada, Las Vegas – Case No. 020263

July 2, 2024

### **I. CASE SYNOPSIS**

The University of Nevada, Las Vegas (UNLV) and NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree that this case should be resolved as Level I – Mitigated for the institution. The institution modeled exemplary cooperation by embracing their responsibility and exceeding expectations resulting in a consummate collaborative investigation. Finally, Dorian Scott (D. Scott), former head women's track and field coach, is a nonparticipating party. The enforcement staff believes this case should be resolved as Level I – Aggravated for D. Scott.

The case originated in December 2022 when the institution received end of season survey submissions from the women's track and field student-athletes. The submissions included allegations that a coaching staff member provided an impermissible benefit in the form of a loan to two women's track and field student-athletes and a non-coaching staff member provided technical and tactical instruction during practices. As a result, the institution investigated the allegations and interviewed all members of the women's track and field program and select administrators. The institution's investigation determined that the alleged violations occurred and also revealed additional, unreported violations.

On March 22, 2023, the institution self-reported violations to the enforcement staff regarding the women's track and field program and D. Scott including (1) impermissible benefits in the form of a loan to two women's track and field student-athletes, (2) exceeding the limits of countable coaches and (3) the provision of impermissible supplements. After receipt, the enforcement staff began a collaborative investigation with the institution. The collaborative investigation substantiated the self-reported violations and developed additional facts that substantiated additional violations including impermissible benefits in the form of roundtrip airfare and \$500 cash to then women's track and field student-athlete (student-athlete 1).

Specifically, D. Scott provided roundtrip airfare to student-athlete 1, a native of Brazil, to visit her family in July 2022. Additionally, D. Scott directed student-athlete 1 to provide false and misleading information to the institution by instructing her to report that the visit to Brazil was for international competition and to falsify institutional compliance documents related to her trip. When student-athlete 1 returned from Brazil in August 2022, D. Scott provided her approximately \$500 in cash for groceries and arranged for a women's track and field volunteer coach to provide student-athlete 1 and women's track and field student-athlete (student-athlete 2) an impermissible loan to secure housing. Further, during the institution's initial investigation, D. Scott directed both student athletes to lie about receiving the loan. Lastly, D. Scott failed to cooperate despite the enforcement staff's multiple efforts to secure his interview, including written correspondence and an in-person visit October 17, 2023, at his residence in Las Vegas, Nevada, in which he declined to interview with the enforcement staff.

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

Finally, the facts developed in the collaborative investigation demonstrated that the institution had robust compliance monitoring systems that exceed industry standards to deter and detect the violations and was exemplary in their assistance with all aspects of the investigation.

## **II. PARTIES' AGREEMENTS**

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

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1 (2021-22 and 2022-23) and 12.11.1 and 16.11.2.2-(a) (2022-23)] (Level I)

The institution and enforcement staff agree that from June through August 2022, D. Scott violated the NCAA principles of ethical conduct when he arranged for the provision of and provided impermissible benefits in the form of international airfare, grocery expenses and/or a cash loan to two women's track and field student-athletes. The approximate value of the impermissible benefits was \$3,963. As a result of the impermissible benefits, one student-athlete competed in three contests while ineligible. Specifically:

- a. On June 9, 2022, D. Scott arranged for the institution to provide roundtrip airfare for student-athlete 1 to travel July 2 through August 16, 2022, to Brazil, student-athlete 1's home country, for outside competition. However, D. Scott knew student-athlete 1 was injured and unable to compete and instead planned to visit her family. The value of the transportation was \$1,463. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1 (2021-22)]
- b. In August 2022, D. Scott arranged for a then women's track and field volunteer coach, to provide a \$2,000 cash loan to both student-athletes to secure housing at a local apartment. On or around September 1, 2022, both student-athletes repaid the then women's track and field volunteer coach. Additionally, D. Scott provided approximately \$500 in cash to student-athlete 1 for grocery expenses. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 16.11.2.1 and 16.11.2.2-(a) (2022-23)]

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

2. [NCAA Division I Manual Bylaws 11.01.6 (2021-22) and 11.7.1, 11.7.1.1 and 11.7.6 (2021-22 and 2022-23)<sup>2</sup>] (Level II)

The institution and enforcement staff agree that from July 2022 through January 2023, D. Scott arranged for the then women's track and field volunteer coach to receive impermissible compensation and benefits. Additionally, D. Scott permitted the then women's track and field volunteer coach and a women's track and field consultant, to impermissibly participate in on-and off-field activities with women's track and field student-athletes consistent with the actions of a countable coach. As a result,

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<sup>2</sup> Effective July 1, 2023, [Proposal 2022-28](#) substantively amended Bylaws 11.01 and 11.7.1 and renumbered Bylaw 11.7.3 and 11.7.6 to Bylaws 11.7.2 and 11.7.5 respectively.

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the women's track and field program exceeded the permissible number of countable coaches by two. Specifically:

- a. From July 2022 through January 6, 2023, even though D. Scott declared and identified the then women's track and field volunteer coach as a volunteer coach, D. Scott arranged for the institution to provide compensation in the amount of approximately \$8,500 to the then women's track and field volunteer under the guise of a consultant. During that time, D. Scott permitted the then women's track and field volunteer to regularly provide technical and tactical instruction to women's track and field student-athletes during practices. As a result, the women's track and field program exceeded the number of countable coaches. [NCAA Bylaws 11.01.6 (2021-22) and 11.7.1, 11.7.1.1 and 11.7.6 (2021-22 and 2022-23)]
- b. From September 29 through November 2022, D. Scott permitted the women's track and field consultant, who was not one of the three declared countable coaches, to lead women's track and field student-athletes' workouts and provide technical and tactical instruction during practices on approximately 12 occasions. As a result, the women's track and field program exceeded the number of countable coaches. [NCAA Bylaws 11.7.1, 11.7.1.1 and 11.7.6 (2022-23)]

This finding of fact serves as part of the basis for Agreed-Upon Finding of Fact No. 5.

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

The institution and enforcement staff agree that in September 2022, D. Scott knowingly arranged for the provision of an impermissible supplement to women's track and field student-athletes. Specifically, D. Scott deviated from the institution's normal process for requesting and purchasing supplements by directing an assistant women's track and field coach to order online and distribute the amino acid L-Glutamine, an NCAA impermissible supplement, to women's track and field student-athletes. The next day, the institution's nutritionist informed the women's track and field coaching staff that L-Glutamine was an impermissible supplement; however, D. Scott made no attempt to recover it from the women's track and field student-athletes.

This finding of fact serves as part of the basis for Agreed-Upon Finding of Fact No. 5.

4. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(c) (2021-22 and 2022-23)] (Level I)

The institution and enforcement staff agree that in June and December 2022, D. Scott violated the NCAA principles of ethical conduct when he instructed two women's track and field student-athletes to provide false and misleading information to the institution regarding the impermissible benefits detailed in Agreed-Upon Finding of Fact No. 1. Specifically:

- a. In late June 2022, during the institution's inquiry into the June 9, 2022, airfare purchase detailed in Agreed-Upon Finding of Fact No. 1-a, D. Scott influenced student-athlete 1 to falsely report

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that her trip to Brazil was intended for outside competition even though he knew she could not compete. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2021-22)]

- b. In December 2022, during the institution's inquiry into the August 2022 cash loans, D. Scott influenced both student-athletes to falsely report that he had no knowledge of the cash loan detailed in Agreed-Upon Finding of Fact No. 1-b even though he arranged the loan. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(c) (2022-23)]

This finding of fact serves as part of the basis for Agreed-Upon Finding of Fact No. 5.

5. [NCAA Division I Manual Bylaw 11.1.1.1 (2021-22 and 2022-23)] (Level I)

The institution and enforcement staff agree that from June 9 through December 22, 2022, D. Scott is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 4 and did not rebut the presumption of responsibility. Specifically, D. Scott did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in the violations. Additionally, D. Scott is responsible for the violations detailed in Agreed-Upon Finding of Fact No. 3 occurring on and after January 1 through January 6, 2023.

### **B. Post-separation findings of fact, violations of NCAA legislation and violation levels.<sup>3</sup>**

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d) and 19.2.2-(a) (2022-23 and 2023-2024)] (Level I)

From October 4, 2023, after his employment with UNLV, and continuing to the time of this resolution, D. Scott failed to cooperate with the enforcement staff when he refused to participate in an interview and provide information relevant to an investigation of violations, despite multiple attempts through telephone calls, written correspondence and an in-person request.

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

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

#### **Institution:**

1. Aggravating factors (Bylaw 19.12.3.1).
  - a. Multiple Level I and/or multiple Level II violations for which the institution is responsible [NCAA Bylaw 19.12.3.1-(a)].

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<sup>3</sup> The post-separation violations occurred while D. Scott was not employed at the institution and do not attach to the institution.

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- b. Violations were premeditated, deliberate, or committed after substantial planning [NCAA Bylaw 19.12.3.1-(d)].
  - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.1-(e)].
  - d. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.1-(f)].
  - e. Intentional, willful, or blatant disregard for NCAA bylaws by a person with institutionally derived authority [NCAA Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
- a. Prompt self-disclosure of the violations [NCAA Bylaw 19.12.4.1-(a)].
  - b. Prompt acknowledgement and acceptance of responsibility for the violations [NCAA Bylaw 19.12.4.1-(b)].
  - c. Institution self-imposed meaningful corrective measures and/or penalties [NCAA Bylaw 19.12.4.1-(c)].
  - d. Affirmative steps to expedite final resolution of the matter, including timely submission of a summary disposition report pursuant to Bylaw 19.9.3 [NCAA Bylaw 19.12.4.1-(d)].
  - e. An established history of self-reporting Level III or secondary violations [NCAA Bylaw 19.12.4.1-(e)].<sup>4</sup>
  - f. Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards [NCAA Bylaw 19.12.4.1-(f)].
  - g. Exemplary cooperation [NCAA Bylaw 19.12.4.1-(g)].
  - h. The absence of prior conclusions of Level I, Level II, or major violations committed by the institution within the past 10 years [NCAA Bylaw 19.12.4.1-(h)].

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<sup>4</sup> The institution reported 57 Level III violations over the past five years, an average of approximately 11 per year.

**Involved Individual (D. Scott):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].
  - b. Violations were premeditated, deliberate or committed after substantial planning [NCAA Bylaw 19.12.3.2-(c)].
  - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.2-(d)].
  - d. One or more violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].
  - e. Conduct or circumstances demonstrating an abuse of a position of trust [NCAA Bylaw 19.12.3.2-(f)].
  - f. Intentional, willful or blatant disregard for NCAA bylaws [NCAA Bylaw 19.12.3.2-(i)].
2. Mitigating factor (Bylaw 19.12.4.2).

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

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

None.

**IV. REVIEW OF OTHER ISSUES**

None.

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

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

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

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

1. Two years of probation from July 2, 2024, through July 1, 2026.
2. The institution shall pay a fine of \$5,000 plus 2% of the budget for the track and field program. Additionally, pursuant to Bylaws 19.12.6.2 and 31.2.2.4 and Committee on Infractions Internal Operating Procedures (IOP) 5-15-6 and 5-15-6-3, the institution shall pay a fine equal to \$2,500 based on a women's track and field student-athlete's receipt of impermissible benefits and her ineligible competition in a 2022-23 NCAA Division I championship event. The parties acknowledge that the 2% fine is an upward departure from the core penalties in Figure 19-1. However, the parties agree that a higher fine was warranted since the probationary period is on the low end of the penalty guidelines.

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

3. D. Scott engaged in unethical conduct when he knowingly provided impermissible benefits and banned substances to student-athletes and directed a student-athlete to provide her athletically related financial aid to two other student-athletes. Further, D. Scott instructed two student-athletes to provide false and misleading information to the institution and enforcement staff. D. Scott also violated head coach responsibility legislation when he did not demonstrate that he promoted compliance due to his personal involvement in the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 4. Finally, D. Scott (while no longer with the institution) failed to meet his responsibility to cooperate with the enforcement staff when he failed to participate in an interview with the enforcement staff and subsequently refused to participate in the processing of this case. Therefore, D. Scott shall be subject to a 10-year show-cause order from July 2, 2024, through July 1, 2034. In accordance with Bylaw [19.12.6.4](#) and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict the D. Scott from all athletically related activity during the show-cause period. Any member institution that employs the D. Scott in an athletically related position during the 10-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

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

4. Bylaw 19.12.6.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, should D. Scott become employed by any NCAA member institution in an athletically related position during the 10-year show-cause order, the employing member institution shall suspend D. Scott from 100% of the first season of his employment. The provisions of this suspension apply to all athletically related duties and require that D. Scott not be present with or have contact or communication with track and field coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, D. Scott may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.2 to replace D. Scott on a temporary basis during the period of suspension. The results of those contests from which D. Scott is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

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

5. The track and field program prohibited the head coach from attending and participating in regular practice for 12 consecutive days during the 2021-22 academic year. (Self-imposed) Additionally, the track and field program shall reduce the number of countable coaches by one at 12 regular practices during the 2023-24 or 2024-25 academic year. The reduction must be of a countable coach who otherwise would have been present at practice. That countable coach cannot recruit or be present at the track and field facilities during the penalty.
6. Public reprimand and censure through the release of the negotiated resolution agreement.
7. Vacation of team and individual records: Ineligible participation in the track and field program occurred on three occasions in March and May 2023 as a result of violations in this case. Therefore, pursuant to Bylaws [19.12.8-\(g\)](#) and [31.2.2.3](#) and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. 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, the institution's records regarding the affected sport program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may



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

8. During this period of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by August 15, 2024, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by May 15<sup>th</sup> during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to extra benefits, countable coaches and banned substances.
  - d. Inform prospects in the track and field program in writing that the institution is on probation for two 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.

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- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the track and field program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

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

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

The institution and enforcement staff.

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

None.

### **C. Not participating in the case.**

D. Scott.

## **VII. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that

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pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution and Level I – Aggravated for D. Scott.

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

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

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

### **VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level I – Mitigated for UNLV and Level I- Aggravated for D. Scott. The agreed-upon penalties align with the ranges identified for core penalties for Level I – Mitigated and Level I – Aggravated cases in Figure 19-1 and Bylaw 19.12.6 and the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises UNLV and D. Scott that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or D. Scott contrary to the terms of any of the penalties or any additional

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violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Jeremy Jordan

Jason Leonard

Stephen Madva, chief hearing officer