



**U.S. AIR FORCE ACADEMY
PUBLIC INFRACTIONS DECISION
March 10, 2023**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division I membership and the public charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved violations in the football program at the U.S. Air Force Academy (Air Force). The violations included impermissible recruiting activities and unethical conduct.

The panel processed violations related to Air Force, three former assistant football coaches, and one Air Force Academy Preparatory School football coach through the negotiated resolution (NR) process. The parties to the NR agreed to the facts, violations, and penalties. The approved NR may be found at Appendix Two of this decision. A fourth former assistant football coach did not participate in the NR and contested his alleged violations. Thus, this decision solely relates to the assistant coach's conduct.

The violations in this case stemmed from conduct by four former men's football assistant coaches and one prep school coach intended to circumvent the NCAA COVID-19 recruiting dead period during which any in-person recruiting contacts were prohibited. The assistant coaches established an arrangement to have the prep school coach provide on-campus tours for prospects. The assistant coaches failed to communicate with the compliance office, or any other football staff, to ensure their arrangement was permissible. Overall, the assistant coaches organized 23 impermissible visits. The assistant coach participated in the violations and arranged for on-campus tours for four prospects.

In addition to his involvement in arranging impermissible visits, the assistant coach committed additional violations when he denied involvement in and knowledge of the violations and tried to conceal his actions. First, despite setting up the visits, the assistant coach claimed in his interviews that he did not learn of the visits until after they occurred. Additionally, the assistant coach contacted two prospects in an effort to conceal his violations. He instructed one prospect to tell the institution and enforcement staff he did not participate in an on-campus tour with the prep school coach and instructed the other not to post about his visit on social media. Based on these actions, it is inconceivable that the assistant coach lacked knowledge that his conduct violated NCAA legislation.

¹ Infractions cases are decided by hearing panels comprised of COI members. Panels issue decisions on behalf of the COI.

The COI recognizes that the assistant coach's conduct appears limited when compared to the total number of impermissible recruiting tours in this case. However, the panel is particularly concerned with the assistant coach's disregard of the NCAA's COVID-19 regulations, putting prospects at risk and gaining an advantage over otherwise compliant programs that abided by the extended dead period. Moreover, the assistant coach tried to conceal his actions by instructing prospects to withhold information and provide false or misleading information about the visits. Given the assistant coach's disregard for the COVID-19 recruiting dead period and his attempts to exert influence over student-athletes, his violations are Level I. The panel classifies the assistant coach's violations as Level I-Aggravated and prescribes a three-year show-cause order.

II. CASE HISTORY

The violations in the overall case came to light on January 25, 2021, when athletics department staff noticed two football prospects in Air Force's football stadium. The associate director of athletics for compliance began investigating why football prospects were present on campus during the COVID-19 recruiting dead period. The institution began investigating and later contacted the NCAA enforcement staff.

On April 28, 2022, the enforcement staff issued a notice of allegations (NOA) to Air Force, four former assistant football coaches and the prep school coach. On July 22, 2022, the institution's director of athletics notified the COI that the enforcement staff, Air Force, three former assistant football coaches and the prep school coach planned to submit an NR and requested a 45-day extension of the NOA response deadline. The COI chair asked the enforcement staff to confirm that any remaining issues related to the fourth assistant coach (assistant coach) would not involve disagreements of material fact, violation or level that could lead to potential inconsistent outcomes. On August 1, 2022, the enforcement staff responded noting the remaining areas of disagreement and confirming that all parties were notified of potential risks associated with processing a case via multiple case processing paths and agreed to proceed. In light of these representations, the chair acknowledged that the COI was prepared to review the forthcoming NR and resolve remaining issues for the assistant coach via a contested hearing.

The enforcement staff, Air Force, three former assistant coaches, and the prep school coach submitted the proposed NR on August 16, 2022. In accordance with NCAA Bylaw 19.5.12, a three-member panel preliminarily approved the negotiated resolution.² Although the agreed-upon penalties became effective with the panel's preliminary approval, the agreement was not final until the panel resolved the remaining contested issues for the assistant coach in this case.

On September 12, 2022, the assistant coach, through his counsel, submitted a response contesting the allegations in the NOA. The enforcement staff issued a written reply on October 31, 2022. The panel held a videoconference hearing on January 31, 2023, to resolve the assistant coach's remaining contested issues.

² Beginning on January 1, 2023, bylaws addressing negotiated resolution moved from Bylaw 19.5.12 to Bylaw 19.10 as part of broader infractions reforms. The COI processed this case in accordance with the bylaws in effect prior to January 1, 2023.

III. FINDINGS OF FACT

At the beginning of the NCAA temporary COVID-19 recruiting dead period, Air Force closed campus to all visitors. Between mid-March and late-September 2020, Air Force did not have a mechanism for any prospective student to visit campus during COVID-19. The football coaching staff believed this significantly disadvantaged its recruiting program and brainstormed possible alternatives for prospects to visit Air Force. One such alternative involved the use of U.S. Air Force Academy Preparatory School (prep school).

In addition to housing, Air Force's campus contains several other facilities, including the prep school. Prospects who do not meet the necessary academic requirements for admission to Air Force may spend a year at the prep school to try and achieve those requirements. Although the prep school is on campus and reports to the superintendent of Air Force, it has separate academic and athletic facilities and is approximately three miles away from the main Air Force campus.

During an August 2020 football staff meeting, a staff member proposed the idea of having prep school coaches provide campus tours during the COVID-19 recruiting dead period. At that time, the Air Force football coaches incorrectly believed prep school coaches were not considered "NCAA coaches" and the COVID-19 recruiting dead period did not apply to them. At or around the same time, athletics compliance and other athletics department staff reached out to the admissions office to see if it could provide an Air Force tour that all potential admitted students could utilize, including prospects.

On September 9, 2020, in an effort to gain further understanding on potential recruiting alternatives, the football program's then director of recruiting and player personnel sent the associate director of athletics for compliance an email. In that email, he asked if prep school football coaches could provide Air Force tours to prospects during the COVID-19 recruiting dead period.³ That same day, the associate director of athletics for compliance responded that it was impermissible because prep school coaches were institutional staff members not affiliated with the admissions office and subject to the same restrictions as Air Force coaches. During the hearing, the director of recruiting and player personnel could not confirm whether he forwarded the email to the entire football staff, and there is no documentary evidence of forwarding the email in the record. However, the director of recruiting and player personnel confirmed during the hearing that it is his typical practice to forward all compliance emails to the entire football staff or discuss the information contained in such emails at the football staff meetings. He also confirmed that he had no reason to believe that he did not follow his normal protocol in this case. The assistant coach admitted during the hearing that the email may have been sent to his Air Force Academy email address, but he did not check this email regularly and there is no evidence he ever opened the email.

³ This was at least the third request from the director of recruiting and player personnel on permissible conduct during the COVID-19 recruiting dead period. Previously, he requested clarification as to whether student managers could provide tours and whether coaches could FaceTime with prospects during their visit to campus. In both instances, Air Force's associate director of athletics for compliance replied that this conduct would be impermissible.

In late-September 2020, Air Force’s admissions office began offering “windshield tours”—self-guided, no-contact, driving tours—for any prospective admitted student through an online registration process. The admissions office provided a map to those that signed up for the tours to see designated sights on campus. The tour required the participants to always remain in their vehicles.

The assistant coach told four prospects to sign up for a windshield tour and provided the prospects with contact information for the prep school coach so they could meet during their visits. The assistant coach also contacted the prep school coach via text message, provided him with each prospect’s contact information, and asked the prep school coach to arrange a tour with the prospects. The prep school coach contacted each prospect, scheduled a time to meet on the day of the prospects’ windshield tour, either picked up prospects in his car at the main entrance to Air Force or met them once on campus and provided tours. During the tours, prospects accessed the football stadium, football stadium locker room, athletics department weight room and the indoor athletics facility. None of these facilities was utilized by the prep school football program on a regular basis and none was included on the itinerary for windshield tours. At no point did the assistant coach notify the head football coach or the compliance office about the details of these visits.

The assistant coach also instructed two of the prospects to conceal information regarding the visits. In his interview with the enforcement staff, one prospect stated that the assistant coach contacted him after his visit and told him not to post about it on social media. Another prospect stated that, after the compliance office started their investigation, the assistant coach called the prospect and told him he was probably going to be contacted by the institution and to “just tell them you went on a windshield tour and that’s all you’ve got to say.”

On January 25, 2021, athletics department staff noticed two football prospects in Air Force’s football stadium. The associate director of athletics for compliance began investigating the prospects’ presence on campus. The associate director of athletics for compliance and then senior associate director of athletics questioned the assistant coach about the prospects and he stated he did not know how the prospects got on base and that he only instructed prospects to sign up for a windshield tour. The assistant coach further stated that he introduced one of the prospects to a prep school coach but had no involvement in arranging the visit and did not know of any other prospect who met with a prep school coach. In his initial interview with the institution and enforcement staff on March 17, 2021, the assistant coach reported the same information. In his second interview on January 5, 2022, the assistant coach admitted that he provided the prep school coach’s contact information to at least four prospects. However, when the enforcement staff asked whether he did more than just provide contact information, the assistant coach stated “no, absolutely not.”

Contrary to the assistant coach’s statements in his interviews, text messages and interviews with the prospects and the prep school coach indicated that the assistant coach played a significant part in arranging visits for four prospects between January 9, 2021, and January 16, 2021. One of the two prospects spotted in Air Force’s football stadium on January 25, 2021, stated in his interview

that the assistant coach provided him with the prep school coach's contact information and arranged for him to meet with the prep school coach during his windshield visit. Another prospect also stated in his interview that the assistant coach provided him with the prep school coach's contact information and arranged for a meeting with the prep school coach. Additionally, text messages from the assistant coach to the prep school coach and from the prep school coach to the prospects confirm the assistant coach arranged visits for two additional prospects.

During the infractions hearing, the assistant coach modified his story, stating that he was aware that other coaches were providing prospects with prep school coaches' contact information and followed suit. The assistant coach claimed that he did not know it was a violation and denied that the coaches acted in concert. The assistant coach acknowledged, however, that having a prep school on campus provided Air Force with an advantage over other schools that Air Force recruited against. During the hearing, the assistant coach stated that Air Force is "unique" because the schools Air Force recruits against "don't have prep schools." The assistant coach went on to say that having this arrangement with the prep school was "a heck of a deal" and "I guess you'd call it an advantage."

IV. ANALYSIS

The violations in the contested portion of this case involved the assistant coach's direct involvement in impermissible recruiting violations. The assistant coach also violated principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff during an interview and when he knowingly influenced football prospects to provide false or misleading information to the institution and/or enforcement staff. Both violations are Level I.

A. IMPERMISSIBLE RECRUITING [NCAA Division I Manual Bylaws 13.02.5.5, 13.1.1.1.1, 13.1.2.1, 13.2.1, 13.5.1 and 13.7.5 (2020-21)]

Between January 9, 2021, and January 16, 2021, during the temporary COVID-19 recruiting dead period, the assistant coach arranged inducements and impermissible on-campus recruiting contacts between football prospects and institutional staff members working as prep school coaches. In doing so, the assistant coach committed impermissible recruiting violations. The panel concludes a violation occurred and the violation is Level I.

1. NCAA legislation relating to impermissible recruiting.

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

2. The assistant coach violated NCAA legislation when he arranged impermissible on-campus recruiting contacts between football prospects and institutional staff members working as prep school coaches.

Between January 9, 2021, and January 16, 2021, during the temporary COVID-19 recruiting dead period, the assistant coach arranged for preparatory school coaches to provide on-campus transportation and athletics facility tours to at least four prospects. The assistant coach's conduct constituted impermissible inducements and contacts because the transportation and tours occurred during periods when the admissions office did not offer tours or only offered self-guided, noncontact, driving tours. The assistant coach agreed that his involvement in facilitating the tours violated NCAA bylaws but contested that the violation was Level I in nature. The panel concludes that his conduct violated Bylaw 13 and that it is Level I.

Bylaw 13 governs recruiting. With regard to permissible recruiting periods, Bylaw 13.02.5.5 defines a "recruiting dead period" as a period of time when it is not permissible to make in-person recruiting contacts or evaluations or to permit official or unofficial visits by prospects. As a result of the COVID-19 pandemic, the NCAA established a temporary recruiting dead period that was effective March 13, 2020, through May 31, 2021.

Similarly, Bylaw 13.1.2.1 outlines permissible recruiters (i.e., authorized institutional staff members) who may contact a prospect. Additionally, Bylaw 13.2.1 generally prohibits institutional staff members from any involvement in providing, arranging, or offering benefits to a prospect that are not expressly permitted by NCAA legislation. Specific prohibitions are set forth in 13.2.1.1. Relatedly, Bylaw 13.5.1 describes permissible transportation for a prospect. Bylaw 13.7.5 states that off-campus contact between staff members and a prospect may occur during an unofficial visit within one mile of campus.⁴

Whether acting in concert or with general awareness of each other's actions, Air Force assistant coaches arranged for impermissible recruiting contacts to occur during institutionally offered windshield tours. Specifically, they arranged for the prospects to meet with prep school coaches who provided them with transportation and/or access to athletics facilities outside of the windshield tours. The assistant coach acknowledged only that he provided contact information to the prospects and the prep school coach but claimed he did not know that such arrangements were impermissible. Even if true, ignorance is not an excuse. Coaches—particularly those with decades of experience like the assistant coach—understand the limitations around dead periods. In that way, the COVID-19 recruiting dead period was not novel. To the extent the assistant coach had questions about the permissibility of using prep school coaches during a dead period, he should have asked. He did not. As a result, he arranged for impermissible contacts and inducements in violation of Bylaw 13.

In recent cases, the COI has concluded that recruiting contact and inducement violations occurred when coaches arranged for impermissible recruiting contacts and provided prospects and their families with transportation, meals and/or athletic gear during the COVID-19 recruiting dead

⁴ Bylaw 13.7.5 addresses permissible activities with a prospect while on an unofficial visit. In this case, because the dead period prohibited unofficial visits altogether, it is unclear whether this bylaw and the specific unofficial visit restrictions are applicable. Rather, violations appear to have occurred regardless of whether the coaching staff complied with the traditional parameters of an unofficial visit. Ultimately, the panel determined that the application of this bylaw does not materially affect the outcome of this violation.

period. See *California State University, Northridge (CSUN)* (2022) and *Louisiana State University (LSU)* (2022). Although the COI concluded that both cases involved Level II violations, the conduct in those cases was less egregious and more limited in nature. Specifically, the conduct at issue in those cases involved fewer student-athletes/prospects (e.g., one prospect and his family in *LSU* in two consecutive weekends and two prospects in *CSUN* over one weekend). Here, by contrast, the conduct involved four prospects, one of whom was declared ineligible and needed to be reinstated through the NCAA student-athlete reinstatement process. Additionally, the assistant coach's conduct was consistent with a broader practice. Although he denies a structured scheme, he was aware of the general practice of utilizing prep school coaches on windshield tours and went along with it. In the assistant coach's own words, it provided Air Force with an advantage not otherwise afforded to other institutions.

The panel recognizes that the COVID-19 pandemic presented several recruiting challenges, but those challenges were not unique to the Air Force. The NCAA implemented the necessary restrictions to protect student-athlete safety and to level the playing field for all institutions. The assistant coach should have communicated with the Air Force compliance office to ask whether the recruiting activities with the prep school coaches were permissible. Instead, he intentionally took advantage of what he perceived to be a loophole. Furthermore—and possibly the most disconcerting aspect of the assistant coach's conduct—he took deliberate steps to conceal the impermissible on-campus contacts by instructing one prospect not to post details of his visit on social media and asking another to provide false or misleading information to the institution and/or enforcement staff. These actions indicate that the assistant coach knew his conduct was improper. Thus, the panel concludes that the assistant coach committed Level I impermissible recruiting violations.

B. UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.01.1, 10.1 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21 and 2021-22)]

The assistant coach violated NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and involvement in the impermissible on-campus tours and when he encouraged prospects to provide false or misleading information to the institution and enforcement staff. The assistant coach's denials are not credible based on the information in the record. The panel concludes a violation occurred and the violation 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 assistant coach violated principles of ethical conduct and failed to cooperate when he provided false or misleading information to the institution and enforcement staff and encouraged prospects to provide false or misleading information to the institution and enforcement staff.

In interviews held on March 17, 2021, and January 5, 2022, the assistant coach reported that he only learned about one prospect's on-campus visit from the compliance office during its investigation and had no knowledge of any other prospects involved in impermissible campus tours. His statements, however, are simply not credible based on his own actions (i.e., asking one prospect not to post images of the visit on social media) and later admissions at the infractions hearing (i.e., he knew other coaches were using prep school coaches on windshield tours). In addition to his denials, the assistant coach contacted another prospect and instructed him to tell the institution and enforcement staff that he only took a windshield tour. The assistant coach's conduct violated fundamental principles of conduct under Bylaws 10 and 19.

Bylaw 10.1 prohibits unethical conduct, including knowingly furnishing or influencing others to furnish false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation. *See* Bylaw 10.1-(c). Relatedly, Bylaw 19.2.3 obligates all current and former institutional employees to cooperate with the objectives of the Association and its infractions program, which includes timely participation in interviews and providing complete and truthful responses. *See* Bylaw 19.2.3-(b).

Stated simply, the assistant coach violated these fundamental obligations. The assistant coach's statement during his initial interview that he only learned about one prospect's on-campus visit from the compliance office during its investigation was false and contradicted by the prospect's direct statements that the assistant coach made arrangements for the prospect and the prep school coach to meet. The prospect further stated during his interview that the assistant coach told him not to post about his visit on social media. The prospect had no reason to fabricate these events, and the panel finds his statements more credible than the assistant coach's.

The assistant coach also lied when he denied any knowledge about other prospects involved in impermissible tours. One additional prospect stated that the assistant coach made arrangements for the prospect to meet with the prep school coach, and the text messages in the record confirmed the assistant coach's attempts to arrange meetings for two additional prospects. One of the prospects stated that the assistant coach called him and told him to report he only took a windshield tour when asked. The panel found the prospect's interview statements more credible than the assistant coach's. The panel concludes that the assistant coach provided false and misleading information during his interviews. Most troubling, however, is the assistant coach's attempt to manipulate the narrative around the arrangement by influencing the prospects to also provide false and misleading information. In doing so, the assistant coach abused his position of trust and fell well short of the high standards of conduct expected of coaching staff members.

The COI has consistently concluded that staff members engaged in unethical conduct when they knowingly provided false or misleading information about their involvement in violations or influenced others to provide false or misleading information. Further, it is well established that unethical conduct violations are presumed Level I. *See Georgia Institute of Technology (Georgia Tech) (2019)* (concluding that an assistant men's basketball coach engaged in Level I unethical conduct when he knowingly provided false and misleading information about his involvement in recruiting violations and attempted to influence a student-athlete to provide false and misleading

information as a cover up); *University of Connecticut* (2019) (concluding that the head men’s basketball coach engaged in Level I unethical conduct when he knowingly provided false or misleading information about his involvement in recruiting and benefits violations); *University of Mississippi* (2016) (concluding that football coaches engaged in Level I unethical conduct when they denied their involvement in other violations); and *Georgia Southern University* (2016) (concluding that an athletics staff member engaged in Level I unethical conduct when she told a false story regarding other violations). Similar to these individuals, the assistant coach committed Level I violations.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level I violations of NCAA legislation. Level I violations are not isolated or inadvertent, provide or are intended to provide more than a minimal advantage, and include intentional violations of NCAA legislation.

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-Aggravated for the assistant coach.

Aggravating Factors

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

Bylaw 19.9.3-(e): Unethical conduct;

Bylaw 19.9.3-(f): Violations were premeditated, deliberate, or committed after substantial planning;

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-(o): Other facts warranting a higher penalty range.

The assistant coach did not agree that Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*, should apply because he did not believe he was responsible for any Level I violations. Specifically, he asserted that his involvement in the underlying recruiting violations constituted a Level II or Level III violation, and he argued that he did not commit an unethical conduct violation. The panel concludes that both violations occurred and are Level I and therefore applies Bylaw 19.9.3-(a) with normal weight. See *Creighton University* (2021) (expressly stating that the factor applies when a case involves more than one Level I violation, even when the second violation is related unethical conduct).

The assistant coach disputed the application of Bylaw 19.9.3-(e), *Unethical conduct*, because he denied that he knowingly engaged in any unethical conduct. The panel concludes that the prospects’ interview statements in the record support its finding that the assistant coach was untruthful when questioned about his involvement in the impermissible recruiting activities. The

panel also concludes that the assistant coach committed unethical conduct when he encouraged one prospect to provide false and misleading information to the institution and enforcement staff. The COI has consistently applied this factor when it concludes that an individual has committed a Bylaw 10.1 unethical conduct violation. *See University of Southern California (2021)* (determining the aggravating factor applied where the assistant coach participated in a bribery scheme to steer men’s basketball student-athletes to a business management company) and *Georgia Tech* (applying the factor to an assistant coach who denied his involvement in underlying violations and attempted to influence a student-athlete to provide false and misleading information). The panel applies Bylaw 19.9.3-(e) with normal weight.

The panel applies Bylaw 19.9.3-(f), *Violations were premeditated, deliberate, or committed after substantial planning*, because the assistant coach suggested that the prospects meet with the prep school coach, coordinated with the prospects and the prep school coaches well in advance of the prospects’ arrival, and arranged the tours of the institution. The assistant coach claimed his conduct did not amount to “substantial planning” because he only relayed contact information between four prospects and a prep school coach via text message and/or phone call, and he did not know his conduct was a violation. The assistant coach’s violations were not a result of misunderstanding or spontaneous action. Regardless of his claims that he did not know he was committing NCAA violations, his actions were deliberate and an attempt to gain a competitive advantage. As a veteran coach, he was well aware of the restrictions around dead periods. In that way, he knew or should have known the restrictions around the COVID-19 recruiting dead period. Yet, he failed to ask questions regarding whether his “work around” complied with the dead period restrictions and acted with intent to gain a recruiting advantage.

The COI has applied Bylaw 19.9.3-(f) where violations were committed deliberately and with some level of planning or coordination. *See University of Akron (2021)* (applying the factor to an associate athletic director who provided cash loans from his personal bank account to student-athletes after learning the bursar’s office would not provide advances on their scholarship monies) and *DePaul University (2019)* (applying the factor to the associate head men’s basketball coach, who arranged for the assistant director of basketball operations to stay at a prospect’s home and monitor his progress on coursework to ensure he would meet initial eligibility requirements). The panel applies Bylaw 19.9.3-(f) with normal weight.

The panel applies Bylaw 19.9.3-(h), *Persons of authority condoned, participated in, or negligently disregarded the violation or related wrongful conduct*, because the assistant coach personally participated in arranging the impermissible contacts and the prospects relied on the assistant coach to know the COVID-19 recruiting dead period rules. Additionally, the assistant coach used his position of authority to try and influence prospects to provide false and misleading information about their interactions with prep school coaches. The assistant coach acknowledged that he committed violations during the COVID-19 recruiting dead period but argued factor 19.9.3-(h) should be given little weight because he did not engage in unethical conduct. Unethical conduct, however, is not a legislated element required for the aggravating factor to apply. As an assistant coach, he was an authoritative figure, and he participated in the conduct. His later involvement in unethical conduct provided additional support for the factor. The COI regularly applies Bylaw

19.9.3-(h) to involved individuals who are in a position of authority and commit violations. *See Oklahoma State University (2020), University of Alabama (2020) and Georgia Tech.* The panel applies aggravating factor 19.9.3-(h) with normal weight.

The panel applies aggravating factor Bylaw 19.9.3-(o), *Other facts warranting a higher penalty range*, because the assistant coach disregarded the COVID-19 restrictions and put prospects, visitors, coaches, and student-athletes at risk. The assistant coach argued that this factor should not apply because at the time of the impermissible visits, the campus was “open” to the public and the institution hosted NCAA contests on campus during the COVID-19 recruiting dead period. The assistant coach further argued that this factor should not apply because the prospects and their families followed social distancing and wore masks during the impermissible visits, and no one got sick. Lastly, the assistant coach argued that “there have been no Level I infractions cases that have cited the COVID-19 recruiting dead period as a reason to assess an aggravating factor.”

The COI recently applied Bylaw 19.9.3-(o) to an assistant recruiting director because he violated the COVID-19 recruiting dead period restrictions. *See LSU.* There, the COI determined:

The dead period restrictions did not allow room for individual discretion as to what constituted a ‘safe’ interaction. Rather, the membership prohibited all in-person recruiting contact because that is the most effective way to keep the most people safe. Additionally, the blanket prohibition leveled the playing field across different geographic regions of the country that had differing degrees of state and local COVID-19 restrictions in place.

The COI also recently applied the factor to all three involved individuals in *CSUN* citing similar rationale. Further, the fact that no one confirmed that they contracted COVID-19 as a result of this impermissible activity is irrelevant. The NCAA implemented certain restrictions to mitigate risks and the assistant coach was under an obligation to follow those restrictions. Finally, arguing that campus was “open” disregards the level playing field component of the COVID-19 recruiting dead period.

Although the institution was open, many other institutions may not have been open at that time. To ensure that no institution gained recruiting advantages over others, the NCAA adopted the dead period. The assistant coach’s failure to adhere to dead period restrictions ran afoul of both components of the rationale in support of the dead period. The panel applies Bylaw 19.9.3-(o) with normal weight.

The enforcement staff proposed, and the panel considered, two additional aggravating factors: Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect*, and Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for the NCAA constitution and bylaws.* The panel declines to apply these factors. Regarding Bylaw 19.9.3-(i), the assistant coach acknowledged that one prospect was found ineligible and had to be reinstated, but he did not believe the ineligibility should be found “significant or substantial harm” because the prospect paid a nominal amount for the extra benefits and did not miss any practice or

competition. The panel determined that Bylaw 19.9.3-(i) did not apply because the prospect did not compete while ineligible and the assistant coach's actions did not cause substantial harm to the prospect's eligibility. With respect to Bylaw 19.9.3-(m), the assistant coach argued that this factor should not apply because he was not aware that his conduct was a violation due to lack of education, the pandemic, and miscommunication from the compliance staff. The panel declined to apply Bylaw 19.9.3-(m). Although the facts could support application of the factor, the panel determined that the conduct was better addressed by Bylaw 19.9.3-(f). Although the assistant coach intended to arrange the impermissible recruiting activities, he did not willfully disregard NCAA bylaws. Instead, he blindly followed a practice that was in place. To be clear, ignorance is not a sufficient defense with respect to violations or potential aggravating factors. However, the panel determined that Bylaw 19.9.3-(m) did not apply in this case. The circumstances of the case did not warrant the application of Bylaws 19.9.3-(i) or 19.9.3-(m).

Mitigating Factors

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

The enforcement staff and the assistant coach agreed with the mitigating factor identified above. The panel applies this mitigating factor and gives it normal weight.

Penalties for Level I-Aggravated Violations

Show-Cause Order: The assistant coach was directly involved in impermissible recruiting activities when he arranged inducements and impermissible on-campus recruiting contacts between football prospects and institutional staff members working as prep school coaches during the COVID-19 recruiting dead period. Further, the assistant coach violated NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and involvement in the impermissible on-campus tours and when he encouraged a prospect to provide false or misleading information to the institution and enforcement staff. Therefore, the assistant coach shall be subject to a three-year show-cause order from March 10, 2023, through March 9, 2026. In accordance with Bylaw 19.5.2.2 and COI Internal Operating Procedure (IOP) 5-16-1, any institution employing the assistant coach during the three-year show-cause period shall restrict the assistant coach from all athletically related activities. Any NCAA member institution employing the assistant coach during the three-year show-cause period shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

Although each case is unique, this show-cause order is consistent with the three-year show-cause order prescribed to the assistant coach in Georgia Tech who committed Level I-Aggravated conduct. *Georgia Tech* (prescribing a three-year show-cause order for an assistant coach's Level I-Aggravated violations that arranged for inducements and extra benefits for a basketball prospect).

The COI advises the assistant coach to take every precaution to ensure that he or any employing institution observes the terms of the show-cause order. The COI will monitor the penalties during the effective period. Any action by the assistant coach contrary to the terms of the show-cause order or any additional violations will cause the COI to consider extending the show-cause order, prescribing more severe penalties, or may result in additional allegations and violations.

NCAA DIVISION I COMMITTEE ON INFRACTIONS

Norman Bay

Steve Madva

Gary Miller, Chief Hearing Officer

Vince Nicastro

Dave Roberts

APPENDIX ONE
Bylaw Citations

Division I 2020-21 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:

(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.

13.02.5.5 Dead Period. A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

13.1.1.1.1 Exception -- Baseball and Football. In baseball and football, off-campus recruiting contacts shall not be made with an individual (or his family members) before July 1 following the completion of his junior year in high school, or the opening day of classes of his senior year in high school (as designated by the high school), whichever is earlier.

13.1.2.1 General Rule. All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

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 family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the

institution's prospective students or their family members or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.

13.5.1 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.

13.7.5 Off-Campus Contact Within One Mile of Campus Boundaries. Off-campus contact between an institutional staff member and a prospective student-athlete (and those accompanying the prospective student-athlete) and off-campus contact between an enrolled student-athlete and a prospective student-athlete (and those accompanying the prospective student-athlete) may occur during an unofficial visit within one mile of campus boundaries.

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 resolution process. Full cooperation includes, but is not limited to:

(b) Timely participation in interviews and providing complete and truthful responses.

Division I 2021-22 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 student-athlete or 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 the individual does not receive compensation for such work, may include, but is not limited to, the following:

(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, 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 resolution process. Full cooperation includes, but is not limited to:

- (b) Timely participation in interviews and providing complete and truthful responses

NEGOTIATED RESOLUTION

U.S. Air Force Academy – Case No. 01259.

September 12, 2022

I. CASE SYNOPSIS

The U.S. Air Force Academy (Air Force); former men's football assistant coaches 1, 2 and 3; and NCAA enforcement staff agree with the violations and penalties detailed below. Former assistant coach 4 disputes the violations set forth in this agreement and in the related notice of allegations.

At the beginning of the NCAA temporary COVID-19 recruiting dead period, Air Force closed campus to all visitors. Between mid-March and late-September 2020, Air Force did not have a mechanism for any prospective student to visit campus during COVID-19. The football coaching staff believed this significantly disadvantaged its recruiting program and brainstormed possible alternatives for prospective football student-athletes to visit Air Force.

In addition to housing Air Force, the institution's campus contains several other facilities, including the U.S. Air Force Academy Preparatory School (Prep School). Prospective student-athletes who do not meet the necessary academic requirements for admission to Air Force may spend a year at the Prep School to try and achieve those requirements. Although the Prep School is on campus and reports to the superintendent of Air Force, it has separate academic and athletics facilities and is approximately three miles away from the main Air Force campus. Because Prep School students are considered prospects under NCAA legislation, Air Force's NCAA compliance office provided clear and consistent instructions to the football staff concerning what type of engagement Air Force coaches could have with Prep School students.

During an August 2020 football staff meeting, an unidentified staff member proposed the idea of having Prep School football coaches provide campus tours during the COVID-19 recruiting dead period. The rationale for Air Force coaches having Prep School football coaches provide tours was they believed Prep School coaches were not considered "NCAA coaches" and the COVID-19 recruiting dead period did not apply to them.¹ At or around the same time, athletics compliance and other athletics department staff reached out to admissions to see if the admissions office could provide an Air Force tour that all potential admits could utilize, including prospective football student-athletes.

On September 9, 2020, the football program's then director of recruiting and player personnel sent the associate director of athletics for compliance an email asking if Prep School football coaches could provide Air Force tours to prospective football student-athletes during the COVID-

¹ Air Force and enforcement staff sought an interpretation from NCAA academic and membership affairs staff asking if the Prep School coaches were considered institutional staff members. The interpretation confirmed that the Prep School coaches were indeed institutional staff members.

19 recruiting dead period. That same day, the associate director of athletics for compliance responded it was impermissible because Prep School coaches were institutional staff members not affiliated with the admissions office and subject to the same restrictions as Air Force coaches.

In late-September 2020, Air Force's admissions office began offering windshield tours for any prospective admit through an online registration process. The admissions office included a map to those who signed up for the tours to see designated sights on campus. The tour required the participants to always remain in their vehicles. Then assistant football coaches 1, 2, 3 and 4 arranged for prospects to leave their vehicles during windshield tours and for Prep School football coaches to provide them tours of Air Force athletics facilities. As part of this arrangement, Prep School coaches either picked up prospects at the main entrance to Air Force or met them once on campus and provided tours to these identified prospects. During the tours, prospects accessed the football stadium, football stadium locker room, athletics department weight room and the indoor athletics facility. None of these facilities were utilized by the Prep School football program on a regular basis and none were included on the itinerary for windshield tours.

At no point did the involved assistant coaches notify the head football coach about the details of these visits. Additionally, some of the involved then assistant football coaches directed the prospects to not post pictures on social media and/or instructed them to tell the head football coach they only went on a windshield tour. COVID-19 restrictions further complicated matters because the football staff did not meet in person but instead via Zoom.

On January 25, 2021, athletics department staff noticed two football prospective student-athletes in Air Force's football stadium. The associate director of athletics for compliance began investigating why football prospects were walking around campus. The associate director of athletics for compliance and then senior associate director of athletics questioned then assistant football coaches 2, 3 and 4, who all stated they did not know how the prospects got on base and that they only instructed them to sign up for a windshield tour. Then assistant football coach 4 stated that he introduced one of the prospects to a Prep School coach but had no involvement in arranging the visit and did not know of any other prospect who met with a Prep School coach.

In their initial interviews with the institution and enforcement staff, then assistant football coaches 1, 2, 3 and 4 reported the same information. The Prep School assistant football coach stated in his interview with the institution that the tours he led were not pre-arranged. However, interviews with the prospects and other Prep School football coaches indicated that then assistant football coaches 1, 2, 3 and 4 arranged for the visits, knew they occurred and, on occasion, asked prospects to state to the institution and enforcement staff that they only went on a windshield tour.

During subsequent interviews, then assistant football coaches 1 and 2 and the Prep School assistant football coach acknowledged their involvement in the violations and attempts to conceal them. Then assistant football coach 3 continued to deny involvement in the violations and their cover-up until confronted with irrefutable factual information contradicting his statements near the conclusion of his second interview.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.02.5.5,² 13.1.1.1.1, 13.1.2.1, 13.2.1, 13.5.1 and 13.7.5 (2020-21)] (Level I)

The institution; then assistant football coaches 1, 2 and 3; and enforcement staff agree that between August 2020 and January 2021, during the temporary COVID-19 recruiting dead period, then assistant football coach 1, then assistant football coach 2, then assistant football coach 3 and then assistant football coach 4,³ arranged inducements and impermissible on-campus recruiting contacts between at least 23 football prospective student-athletes and institutional staff members working as Prep School coaches. Further, on or around November 11, 2020, and on January 24, 2021, then assistant football coach 2 had impermissible off-campus recruiting contacts with two football prospective student-athletes. Specifically:

- a. Between August 2020 and January 2021, then assistant football coaches 1, 2, 3 and 4, arranged for preparatory school coaches to provide on-campus transportation and athletics facility tours to at least 23 prospective student-athletes. These activities constituted impermissible inducements and contacts because the transportation and tours occurred during periods when the admissions office did not offer tours or only offered self-guided, noncontact, driving tours. Then assistant football coaches were involved in arranging these tours as follows:

Date of visit	Football prospective student-athlete	Assistant football coach arranging contact
August 8, 2020	Prospective student-athlete 1	Unknown
September 12, 2020	Prospective student-athlete 2	Then assistant coach 2
September 12, 2020	Prospective student-athlete 3	Then assistant coach 2
September 26, 2020	Prospective student-athlete 4	Then assistant coach 3
September 26, 2020	Prospective student-athlete 5	Then assistant coach 2
October 11, 2020	Prospective student-athlete 6	Then assistant coach 2
October 11, 2020	Prospective student-athlete 7	Then assistant coach 2
November 11, 2020	Prospective student-athlete 8	Then assistant coach 2
December 5, 2020	Prospective student-athlete 9	Then assistant coach 2
December 5, 2020	Prospective student-athlete 10	Then assistant coach 2
December 12, 2020	Prospective student-athlete 11	Then assistant coach 1

² As a result of the COVID-19 pandemic, the NCAA Division I Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in NCAA Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021.

³ The enforcement staff and then assistant football coach 4 could not come to agreement pertaining to his conduct detailed in the April 28, 2022, notice of allegations. Therefore, the processing of assistant coach 4 will be conducted via a contested hearing.

Date of visit	Football prospective student-athlete	Assistant football coach arranging contact
December 12, 2020	Prospective student-athlete 12	Then assistant coach 2
December 12, 2020	Prospective student-athlete 13	Then assistant coach 1
December 12, 2020	Prospective student-athlete 14	Then assistant coach 1
December 29, 2020	Prospective student-athlete 15	Then assistant coach 3
January 9, 2021	Prospective student-athlete 16	Then assistant coach 3
January 9, 2021	Prospective student-athlete 17	Then assistant coach 4
January 16, 2021	Prospective student-athlete 18	Then assistant coach 4
January 16, 2021	Prospective student-athlete 19	Then assistant coach 4
January 16, 2021	Prospective student-athlete 20	Then assistant coach 3
January 23, 2021	Prospective student-athlete 21	Then assistant coach 3
January 25, 2021	Prospective student-athlete 22	Then assistant coach 2/3
January 25, 2021	Prospective student-athlete 23	Then assistant coach 4

[NCAA Bylaws 13.02.5.5, 13.1.2.1, 13.2.1 and 13.5.1 (2020-21)]

- b. On or around November 11, 2020, then assistant football coach 2 met with football prospective student-athlete 8 and his family at an off-campus restaurant after they completed their tour with the Prep School coach. Additionally, on or around January 24, 2021, then assistant football coach 2 met with football prospective student-athlete 24 during a visit to then assistant football coach 2's son's high school football practice in Nevada. Football prospective student-athlete 24 was a junior in high school at the time of contact. [NCAA Bylaws 13.02.5.5, 13.1.1.1.1 and 13.7.5 (2020-21)]

2. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21 and 2021-22)] (Level I)

The institution, then assistant football coach 3 and enforcement staff agree that between January 2021 and January 2022, then assistant football coach 3 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly influenced football prospective student-athletes to provide false or misleading information to the institution and/or enforcement staff and knowingly provided false or misleading information to the institution and enforcement staff during his interviews. Specifically:

- a. In January 2021, after the institution discovered the COVID-19 recruiting dead period violations, then assistant football coach 3 instructed then football prospective student-athletes 15, 20 and 22 to report to the institution and/or enforcement staff that they only participated in the admission office's publicly available self-guided driving tour despite then assistant football coach 3's knowledge that they had participated in facilities tours with the Prep School football coaches. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c) and 19.2.3 (2020-21)]

- b. During his March 18, 2021, interview with the institution and enforcement staff, then assistant football coach 3 provided false or misleading information and failed to cooperate regarding his knowledge of and involvement in impermissible on-campus tours conducted by the Prep School coaches. Then assistant football coach 3 reported that he did not know about the campus tours and was not involved in arranging the tours. However, the factual information establishes that then assistant football coach 3 arranged and was fully aware of the tours provided to the prospects for whom he was the primary recruiter. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]
 - c. During his January 5, 2022, interview with the institution and enforcement staff, then assistant football coach 3 provided false or misleading information and failed to cooperate regarding his involvement with the on-campus tours conducted by the Prep School coaches until confronted with irrefutable documentary evidence. Then assistant football coach 3 only acknowledged his conduct when provided copies of text messages and confronted with information from other interviews establishing his involvement in the impermissible visits. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2021-22)]
3. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-2021)] (Level I)

The institution, then assistant football coach 2 and enforcement staff agree that between January 2021 and May 2021, then assistant football coach 2 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly influenced football prospective student-athletes to provide false or misleading information to the institution and/or enforcement staff and knowingly provided false or misleading information to the institution and enforcement staff during an interview. Specifically:

- a. Between January 2021, when the institution initially discovered the COVID-19 recruiting dead period violations, and May 2021, then assistant football coach 2 instructed then football prospective student-athletes 2, 3, 9 and 22 to report to the institution and/or enforcement staff that they only participated in the admission office's publicly available self-guided driving tour despite then assistant football coach 2's knowledge that they had participated in a facilities tour with the Prep School coaches. Further, then assistant football coach 2 instructed football prospective student-athlete 24 to not inform the head football coach that football prospective student-athlete 24 had impermissible off campus contact with then assistant football coach 2 during the COVID-19 dead period. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]
- b. During his March 17, 2021, interview with the institution and enforcement staff, then assistant football coach 2 provided false or misleading information and failed to cooperate regarding his knowledge of and involvement in impermissible on-campus tours conducted by the Prep School coaches. Then assistant football coach 2 reported that he did not know about and was not involved in arranging the campus tours. However, the factual

information establishes that then assistant football coach 2 arranged and was fully aware of the tours provided to the prospects for whom he was the primary recruiter. [NCAA Bylaws 10.01.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

4. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)] (Level I)

The institution, then assistant football coach 1 and enforcement staff agree that between January 2021 and June 2021, then assistant football coach 1 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly influenced football prospective student-athletes to provide false or misleading information to the institution and/or enforcement staff and knowingly provided false or misleading information to the institution and enforcement staff during an interview. Specifically:

- a. In approximately January 2021, after the institution discovered the COVID-19 recruiting dead period violations, then assistant football coach 1 instructed then football prospective student-athletes 11 and 14 to report to the institution and/or enforcement staff that they only participated in the admission office's publicly available self-guided driving tour despite then assistant football coach 1's knowledge that they had participated in a facilities tour with the Prep School coaches. Further, in approximately June 2021, after the enforcement staff began interviewing prospective student-athletes, then assistant football coach 1 again provided the same instruction to both individuals. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c) and 19.2.3 (2020-21)]
- b. During his March 17, 2021, interview with the institution and enforcement staff, then assistant football coach 1 provided false or misleading information and failed to cooperate regarding his knowledge of and involvement in impermissible on-campus tours conducted by Prep School coaches. Then assistant football coach 1 reported that he did not know about the campus tours and was not involved in arranging the tours. However, the factual information establishes that then assistant football coach 1 arranged and was fully aware of the tours provided to the prospects for whom he was the primary recruiter. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

5. [NCAA Division I Manual Bylaws 10.01.1, 10.1 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21 and 2021-22)] (Level I)

The institution and enforcement staff agree that on March 17, 2021, and January 5, 2022, then assistant football coach 4⁴ violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and involvement in impermissible on-campus tours conducted by the Prep School coaches. Specifically, then assistant football coach 4 reported that he only learned

⁴ The enforcement staff and then assistant football coach 4 could not come to agreement pertaining to his conduct in the notice of allegations. Therefore, the processing of assistant coach 4 will be conducted via a contested hearing.

about football prospective student-athlete 23's on-campus visit from the compliance office during its investigation and had no knowledge of any other prospects involved in impermissible campus tours. However, the factual information establishes that then assistant football coach 4 arranged football prospective student-athlete 23's and at least three additional prospective student-athletes' visits.⁵

6. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)] (Level I)

The institution, assistant football coach at the Prep School and enforcement staff agree that on March 2, 2021, the assistant football coach at the Prep School violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution. Specifically, in his March 2, 2021, interview with the institution, the assistant football coach at the Prep School reported that he did not know about the impermissible campus tours and was not involved in conducting the impermissible campus tours. However, the factual information established that the assistant football coach at the Prep School conducted the majority of the tours with the prospects.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.5.12.1.3-(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 for the institution; Level I – Aggravated for then assistant football coaches 1, 2 and 3; and Level I – Standard for the assistant football coach at the Prep School.

Institution:

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level I violations by the institution [Bylaw 19.9.3-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
 - c. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
 - d. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].

⁵ The enforcement staff and then assistant football coach 4 could not come to agreement pertaining to his conduct in the notice of allegations. Therefore, the processing of assistant football coach 4 will be conducted via a contested hearing.

2. Mitigating factors (Bylaw 19.9.4).

- a. Prompt self-detection and self-disclosure of the violations [Bylaw 19.9.4-(a)].
- b. Prompt acknowledgement of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties [Bylaw 19.9.4-(b)].
- c. Affirmative steps to expedite final resolution of the matter [Bylaw 19.9.4-(c)].
- d. An established history of self-reporting Level III or secondary violations [Bylaw 19.9.4-(d)].⁶
- e. Exemplary cooperation [Bylaw 19.9.4-(f)].

Involved Individual (Then Assistant Football Coach 1):

1. Aggravating factors (Bylaw 19.9.3).

- a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].
- b. Obstructing an investigation or attempting to conceal the violation [Bylaw 19.9.3-(d)].
- c. Unethical conduct [Bylaw 19.9.3-(e)].
- d. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].
- e. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
- f. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
- g. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.9.3-(j)].
- h. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].

⁶ The institution reported 39 Level III or secondary violations from 2017 to 2022, approximately eight violations each year.

- i. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

Involved Individual (Then Assistant Football Coach 2):

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].
 - b. Obstructing an investigation or attempting to conceal the violation [Bylaw 19.9.3-(d)].
 - c. Unethical conduct [Bylaw 19.9.3-(e)].
 - d. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].
 - e. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
 - f. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
 - g. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.9.3-(j)].
 - h. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].
 - i. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

Involved Individual (Then Assistant Football Coach 3):

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].
 - b. Obstructing an investigation or attempting to conceal the violation [Bylaw 19.9.3-(d)].
 - c. Unethical conduct [Bylaw 19.9.3-(e)].
 - d. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].
 - e. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
 - f. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
 - g. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.9.3-(j)].
 - h. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].
 - i. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

Involved Individual (Assistant Football Coach at the Prep School):

1. Aggravating factors (Bylaw 19.9.3).
 - a. Obstructing an investigation or attempting to conceal the violation [Bylaw 19.9.3-(d)].
 - b. Unethical conduct [Bylaw 19.9.3-(e)].

- c. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
 - d. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [NCAA Bylaw 19.9.4-(h)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The institution and enforcement staff agree that violations of head coach responsibility, failure to monitor and lack of institutional control did not occur in this case. First, the football staff sought an interpretation from the institution's NCAA compliance office and compliance provided clear and accurate guidance pertaining to Prep School football coaches and their inability to provide tours to prospects during the COVID-19 dead period. Second, the involved individuals hid their activity from the football coaching staff and compliance staff. The tours frequently occurred on weekends outside of normal working hours and during periods when staff members were encouraged or required to work remotely due to COVID-19 restrictions. Third, the involved individuals encouraged some prospects to provide false or misleading information to both the head football coach and/or compliance. The involved individuals told these prospects to state that they only went on a windshield tour and to not post pictures on social media. Although the head football coach asked probative questions of prospects who he knew visited campus, the actions of the coaches involved in arranging the tours thwarted his potential discovery of the violations. Additionally, when questioned by the compliance office, the involved individuals provided false or misleading information by claiming that they only told the prospects to sign up for a windshield tour. Despite these difficulties, athletics department staff saw two football prospects on campus and immediately notified a member of the compliance staff. Because of the institution's NCAA rules education and monitoring efforts, this observation led to the self-discovery of the violations in this case.

V. PARTIES' AGREED-UPON PENALTIES⁷

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

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree to the following penalties:

Core Penalties for Level I – Mitigated Violations (Bylaw 19.9.5)

1. Two years of probation September 12, 2022 through September 11, 2024.⁸
2. The institution shall pay a fine of \$25,000 to the NCAA.
3. The institution shall reduce official paid visits in football during the 2022-23 and 2023-24 academic years by 46 total, 23 each academic year, from the number of visits permissible.
4. The institution shall prohibit unofficial visits in football for six weeks from September 1 through October 12, 2022.
5. The institution shall prohibit all recruiting communications in football for four weeks during the 2022-23 academic year.
6. The institution shall reduce the number of evaluation days in football by 10 in the spring of 2022 and by 34 in the fall of 2022 from the number of evaluation days permissible.
7. Removed the four then football assistant coaches from on- and off-campus recruiting activities beginning January 7, 2022, through the end of their employment with the institution, forgoing the opportunity to have four additional coaches out recruiting on 16 days, during which it would have been permissible, and resulting in a total of an additional 64 off-campus recruiting opportunities that were forfeited.

⁷ 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.

⁸ Institutions must serve probation during the prescribed penalty period. The COVID-19 next available opportunity penalty methodology does not apply.

Core Penalties for Level I – Aggravated Violations (Bylaw 19.9.5)

8. Show-cause order: Then assistant football coach 1 violated COVID-19 recruiting dead period restrictions and the NCAA principles of ethical conduct and failed to cooperate. Therefore, then assistant football coach 1 shall be subject to a three-year show-cause order from September 12, 2022 through September 11, 2025. In accordance with Bylaw 19.9.5.4 and NCAA Division I Committee on Infractions Internal Operating Procedure (IOP) 5-15-3, any employing member institution shall restrict then assistant football coach 1 from all athletically related activity during the first year of the show-cause period. During the second year of the show-cause period, any employing member institution shall restrict then assistant football coach 1 from any off-campus recruiting activities. During the third year of the show-cause period, any employing member institution shall require NCAA Regional Rules Seminar attendance for then assistant football coach 1. If then assistant football coach 1 becomes employed by a member institution in an athletically related position during the three-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the NCAA office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
9. Show-cause order: Then assistant football coach 2 violated COVID-19 recruiting dead period restrictions and the NCAA principles of ethical conduct and failed to cooperate. Therefore, then assistant football coach 2 shall be subject to a three-year show-cause order from September 12, 2022 through September 11, 2025. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict then assistant football coach 2 from all athletically related activity during the first two years of the show-cause period. During the third year of the show-cause period, any employing member institution shall restrict then assistant football coach 2 from any off-campus recruiting activities and require NCAA Regional Rules Seminar attendance for then assistant football coach 2. If then assistant football coach 2 becomes employed by a member institution in an athletically related position during the three-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.
10. Show-cause order: Then assistant football coach 3 violated COVID-19 recruiting dead period restrictions and the NCAA principles of ethical conduct and failed to cooperate. Therefore, then assistant football coach 3 shall be subject to a four-year show-cause order from September 12, 2022 through September 11, 2026. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict then assistant football coach 3 from all athletically related activity during the first two years of the show-cause period.

During the third year of the show-cause period, any employing member institution shall restrict then assistant football coach 3 from any off-campus recruiting activities. During the fourth year of the show-cause period, any employing member institution shall require NCAA Regional Rules Seminar attendance for then assistant football coach 3. If then assistant football coach 3 becomes employed by a member institution in an athletically related position during the four-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

Core Penalties for Level I – Standard Violations (Bylaw 19.9.5)

11. Show-cause order: The assistant football coach at the Prep School violated the NCAA principles of ethical conduct and failed to cooperate. Therefore, the assistant football coach at the Prep School shall be subject to a two-year show-cause order from September 12, 2022 through September 11, 2024. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict the assistant football coach at the Prep School from all athletically related activity during the show-cause period. Additionally, the assistant football coach at the Prep School is restricted from attending the Air Force collegiate football program's games and practices during the period of the show-cause. Air Force or any member institution that employs the assistant football coach at the Prep School in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the office of the Committees on Infractions to make arrangements to show cause why the terms of the order should not apply.

Additional Penalties for Level I – Mitigated Violations (Bylaw 19.9.7)

12. Football squad size reduction of 10 individuals for a period of four years, beginning with the 2022-2023 academic year.
13. Public reprimand and censure.
14. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.

- b. Submit a preliminary report to the office of the Committees on Infractions by November 15, 2022, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by July 15 during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
 - d. Inform prospects in the sport of football 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 accepts an offer of admission.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the sport of football. 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.
15. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's superintendent 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; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff.

B. Not in agreement with the negotiated resolution.

Then assistant football coach 4.

VII. OTHER AGREEMENTS

The institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5, and a hearing panel comprised of members of the NCAA Division I Committee on Infractions will review the negotiated resolution. The institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff 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 institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff agree that, pursuant to Bylaw 19.1.1, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution, Level I – Aggravated for then assistant football coaches 1, 2 and 3 and Level I – Standard for the assistant football coach at the Prep School.

If a hearing panel approves the negotiated resolution, the institution agrees that they will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution 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 institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff 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 institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff 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 institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff understand that the case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the institution; then assistant football coaches 1, 2 and 3; assistant football coach at the Prep School; and enforcement staff agree that they waive NCAA hearing and appellate opportunities.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.5.12, 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 19.5.12.2. 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 Air Force, Level I-Standard for the assistant football coach at the prep school and Level I-Aggravated for assistant football coaches 1, 2 and 3. The agreed-upon penalties align with or exceed the ranges identified for core penalties for Level I-Mitigated, Standard and Aggravated cases in Figure 19-1 and Bylaw 19.9.5 and the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises Air Force, the assistant football coach at the prep school and assistant football coaches 1, 2 and 3 that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution, and/or the coaches contrary and to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Norman Bay
Steve Madva
Gary Miller, Chief Hearing Officer