

NEGOTIATED RESOLUTION¹

University of Massachusetts Lowell – Case No. 020140

September 13, 2023

I. CASE SYNOPSIS

The University of Massachusetts Lowell (UMass Lowell) and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree this case should be resolved as Level I – Mitigated for the institution. Then head coach is a non-participating party.² The enforcement staff believes this case should be resolved as Level I – Aggravated for then head coach.

On December 3, 2021, former men's soccer student-athlete (student-athlete 1) returned to UMass Lowell's campus for an event celebrating the seniors on the team. While there, he informed then director of student-athlete enrichment (then director) that he chose not to use his fifth year of NCAA eligibility because of money he owed to then head coach. Student-athlete 1 explained that then head coach gave him \$2,000 cash to pay for rent during his sophomore year and subsequently required him to return his scholarship refunds to then head coach. Then director reported this information to athletics leadership, and the senior associate director of athletics/senior woman administrator (senior associate director of athletics) reached out to student-athlete 1 and arranged a Zoom meeting the following week to talk with then director, senior associate director of athletics and the associate director of athletics for compliance. During the Zoom meeting, student-athlete 1 confirmed the information he told then director and reported further that in the fall of 2020, then head coach awarded him athletics aid and directed him to give any money he received from the institution as a refund to then head coach, who would redistribute the money to other men's soccer student-athletes. In January 2021, student-athlete 1 received a refund check for \$10,000 to pay for his off-campus living expenses. Then head coach directed student-athlete 1 to give him \$10,000 in cash. Student-athlete 1 paid then head coach \$7,000 cash via four separate payments and used the additional \$3,000 to pay an outstanding bill for a summer course. Additionally, student-athlete 1 provided text messages and a recording of a phone conversation with then head coach documenting then head coach's attempts to get him to repay the money.

UMass Lowell leadership immediately referred this matter to its police department for investigation, and senior associate director of athletics met with UMass Lowell police department (UMass Lowell PD) December 20, 2021, to relay the information reported by student-athlete 1. UMass Lowell PD interviewed then head coach December 21, 2021, and obtained his cell phone

¹ 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.

² Then head coach participated in an interview with the enforcement staff January 6, 2023. Subsequently, the enforcement staff communicated on multiple occasions with then head coach about the allegations and processing options. On March 31, 2023, then head coach confirmed in writing that he did not want to participate in the processing of the case.

and placed him on administrative leave that same day. UMass Lowell's human resources staff interviewed then head coach December 23, 2021, and provided him with a notice of termination for cause. UMass Lowell PD continued its investigation and drafted an initial report January 6, 2022.

In February 2022, the institution engaged outside counsel and arranged a call with enforcement staff leadership shortly thereafter. In March 2022, the institution provided the enforcement staff with the UMass Lowell PD report, and the institution and enforcement staff began a collaborative investigation that started with imaging then head coach's phone and reviewing thousands of pages of text exchanges, along with relevant notes and call logs. From August through December 2022, the institution and enforcement staff jointly conducted interviews of current and former coaches, student-athletes and staff, and the enforcement staff conducted one interview with a former staff member who would not allow the institution to participate.

Through the review of numerous documents and information gathered during interviews in this collaborative investigation, the enforcement staff and institution identified additional potential NCAA violations, which led to the development of information that substantiated additional findings identified in Agreed-Upon Findings of Fact Nos. 2 through 5 below.

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, 15.3.2.3 and 15.3.4.2 (2020-21)]
(Level I)

The institution and enforcement staff agree that in January 2021, then head coach violated the NCAA principles of ethical conduct when he failed to deport himself in accordance with generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics when he directed student-athlete 1 to pay him \$7,000 in cash from the institution's approximately \$20,000 athletics aid award to student-athlete 1.³ Student-athlete 1 did not engage in any activities that would permit the institution to reduce the aid award. In addition, the institution failed to notify student-athlete 1 in writing that his institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction.

³ Pursuant to NCAA Bylaw 19.10.2.1, the enforcement staff shall include the violations and penalties related to any party not participating in the case.

2. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 12.11.1, 16.8.1 and 16.11.2.1 (2018-19 through 2021-22); 16.11.2.2-(a) (2019-20); and 16.11.2.2-(c) (2020-21 and 2021-22)] (Level I)

The institution and enforcement staff agree that during the 2018-19 through 2021-22 academic years, then head coach violated the NCAA principles of ethical conduct when he knowingly provided impermissible benefits in the form of cash loans to two then men's soccer student-athletes and use of an automobile to a third men's soccer student-athlete. The approximate value of the impermissible benefits was \$4,173. As a result of the impermissible benefits, three men's soccer student-athletes competed in 64 contests and received actual and necessary expenses while ineligible. Specifically:

- a. In January 2019, then head coach knowingly provided \$2,000 cash to student-athlete 1 for his rent and living expenses. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1 (2018-19)]
- b. During the summer of 2020, then head coach knowingly provided a \$1,000 cash loan to a then student-athlete (student-athlete 2) for personal expenses. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 16.11.2.1 and 16.11.2.2-(a) (2019-20)]
- c. From September 2020 through December 2021, then head coach knowingly provided a then student-athlete (student-athlete 3) the use of a car, paid for the automobile insurance and an on-campus parking permit. The total value of the impermissible benefits was approximately \$1,173. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 16.11.2.1 and 16.11.2.2-(c) (2020-21 and 2021-22)]

3. [NCAA Division I Manual Bylaws 17.1.1.1, 17.1.3, 17.1.7.2-(a) and 17.1.7.3.4 (2020-21)] (Level II)

The institution and enforcement staff agree that from September to November 2020, then head coach and two then assistant men's soccer coaches directed men's soccer student-athletes' participation in countable athletically related activities (CARA) beyond NCAA legislated playing season limitations. Further, then head coach failed to ensure the accurate recording of student-athletes' countable hours in weekly reports to the compliance staff. Specifically, for approximately three months, when the institution's competition season was cancelled because of the COVID-19 pandemic, the men's soccer coaching staff directed and observed men's soccer student-athletes in

off-campus practice for approximately one and one-half hours per day, four days per week for 13 weeks outside the season. As a result, the men's soccer program violated CARA limitations for a total of approximately 26 practice hours.⁴

4. [NCAA Division I Manual Bylaws 12.11.1, 12.11.2, 13.1.1.3 and 16.8.1 (2019-20)] (Level II)

The institution and enforcement staff agree that from September through December 2019, then head coach had impermissible communications with a student-athlete (student-athlete 3) enrolled at another NCAA Division III institution. Specifically, then head coach had regular communications with student-athlete 3 via text message without first obtaining written permission or authorization from the Division III institution. As a result of the impermissible contact, student-athlete 3, who transferred to the institution, participated in 17 contests and received actual and necessary expenses while ineligible.

5. [NCAA Division I Manual Bylaw 13.02.5.5⁵ (2020-21)] (Level III)

The institution and enforcement staff agree that during the December 2020 COVID-19 recruiting dead period, then head coach and then assistant men's soccer coach (then assistant coach) engaged in impermissible recruiting activities with a then men's soccer prospective student-athlete when he visited the institution's campus. Specifically, then head coach and then assistant coach arranged for a then men's soccer student-athlete to provide the then men's soccer prospective student-athlete with an in-person tour of the campus.

6. [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19 through 2021-22)] (Level I)

The institution and enforcement staff agree that from January 2019 through December 2021, then head coach 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, then head coach did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement and involving his assistant coaches in the violations.

⁴ During the fall of 2020, the institution permitted a designated coach to conduct practice on-campus with limited training in groups of ten student-athletes. For the fall of 2020, then head coach notified the institution's administration that the men's soccer program would not be conducting CARA and therefore did not declare a playing season as required by Bylaw 17.1.3. If he had, these training sessions would have been permissible under NCAA bylaws and would not have resulted in violations since men's soccer did not use 54 of their in-season days which would have covered all of this time.

⁵ 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 Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended the COVID-19 recruiting dead period through May 31, 2021.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.⁶

1. [NCAA Division I Manual Bylaws 19.2.1-(d), 19.2.2-(a) and 19.2.2-(b) (as of January 2023)]⁷ (Level I)

During his January 6, 2023, interview, after then head coach's employment with UMass Lowell had ended, he failed to cooperate with the enforcement staff when he refused to provide truthful and complete information. Specifically, he refused to answer questions related to specific possible violations.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.10.3-(e), the institution and enforcement staff agree that the aggravating and mitigating factors identified below for the institution are applicable. The participating parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution. In reaching a mitigated classification, the institution and enforcement staff agreed that significant weight should be given to the mitigated factors in Bylaws 19.12.4.1-(b), 19.12.4.1-(g) and 19.12.4.1-(i) because the institution accepted its responsibility for the violations and expended substantial resources to work proactively with the enforcement staff to identify additional violations. Also, the institution secured the cooperation of former international student-athletes not subject to the duty to cooperate under Bylaw 19.1.1. These former student-athletes were living overseas and were hesitant to participate in the investigation.

As it pertains to then head coach, the enforcement staff believes the case should be properly resolved as Level I – Aggravated.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or multiple Level II violations of which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].

⁶ The post-separation violations occurred while then (now former) head coach, who is no longer participating in the case, was not employed at the institution and do not attach to the institution.

⁷ Effective January 1, 2023, prior applicable responsibility to cooperate (Bylaw 19.2.3) and unethical conduct (Bylaw 10.1) legislation became responsibility to cooperate (Bylaw 19.2.1) and failure to cooperate (Bylaw 19.2.2).

- c. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
- a. Prompt self-disclosure of the violation(s) [Bylaw 19.12.4.1-(a)].
 - b. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
 - c. Institution self-imposed meaningful corrective measures and/or penalties [Bylaw 19.12.4.1-(c)].
 - d. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.1-(d)].
 - e. An established history of self-reporting Level III violations [Bylaw 19.12.4.1-(e)].⁸
 - f. Exemplary cooperation [Bylaw 19.12.4.1-(g)].
 - g. The absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years [Bylaw 19.12.4.1-(h)].
 - h. Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.1.1 [Bylaw 19.12.4.1-(i)].

Involved Individual (then head coach):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or multiple Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Failing or refusing to take all appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter including steps that hinder or thwart the institution and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].

⁸ The institution reported 39 Level III or secondary violations during calendar years 2018 through 2022, approximately eight violations each year.

- c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - d. One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
 - e. Conduct intended to generate pecuniary gain for the individual [Bylaw 19.12.3.2-(h)].
 - f. Intentional, willful or blatant disregard for NCAA bylaws [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 [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The enforcement staff considered whether a failure to monitor allegation related to the CARA violations identified in Agreed-Upon Findings of Fact No. 3 was appropriate. This was based primarily on statements then head coach made in his NCAA interview that a UMass Lowell staff member knew about the off-campus training sessions the men's soccer team was conducting. In weighing then head coach's statements against statements by other interviewees, along with relevant text exchanges between then head coach, his assistants and UMass Lowell staff, the enforcement staff and institution agreed credible evidence in the record countered then head coach's unsubstantiated interview statements and showed that then head coach misled a senior athletics staff member about the practices.

Specifically, in October 2020, a local high school director of athletics contacted the UMass Lowell senior associate director of athletics because he had received a complaint from a school board member about individuals using a school field. The high school director of athletics believed one of the individuals using the field may have been a player from UMass Lowell.⁹ Text messages captured the senior associate director of athletics' follow up communications with then head coach.

⁹ The senior associate director of athletics' son attended school in the area, and he has a personal relationship with the high school director of athletics.

Instead of admitting the team was training off-campus, then head coach misled the senior associate director of athletics by saying he "checked with my player who is from [the area]. He said he was there today with other kids.... No other Mass Lowell guys there, though. He said it was a group of guys playing pick-up." However, earlier that morning then head coach and two of his then assistant coaches texted about arranging practice that day in that location.

In his interview, the senior associate director of athletics confirmed this text exchange accurately captured what was relayed to him by the high school director of athletics and what he, in turn, relayed to then head coach. None of these individuals – aside from then head coach – was aware that the board member had observed an off-site training session of the men's soccer team.

UMass Lowell senior athletics leadership emailed coaches and staff weekly about COVID-19 and return-to-play protocols throughout the fall of 2020. Coaches were fully educated on this topic, and some teams that had initially elected not to practice during the fall changed course in October and began training on-campus in pods. Attendance records for fall 2020 reflect then head coach attended compliance meetings in September, October and December. At no time did he raise any questions about the permissibility of conducting practices off campus or otherwise notify staff the men's soccer team was practicing during that timeframe.

V. PARTIES' AGREED-UPON PENALTIES¹⁰

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)¹¹

1. Probation: Two years of probation from September 13, 2023, through September 12, 2025.
2. Financial penalty: The institution shall pay a fine of \$5,000 plus 1% of the men's soccer budget to the NCAA.
3. Recruiting restrictions in the men's soccer program:

¹⁰ 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.

¹¹ The institution and enforcement staff agreed the facts of this case do not warrant a post-season ban or scholarship reductions, which are within the range identified by the Figure 19-1 penalty guidelines.

- a. The institution shall reduce official paid visits in the men's soccer program during the 2023-24 and 2024-25 academic years by 12.5% of the average number of official paid visits in the men's soccer program during the previous four years.
- b. A four-week reduction in unofficial visits (to be satisfied by December 31, 2023).
- c. A four-week reduction in off-campus recruiting (to be satisfied by December 31, 2023).

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

4. Show-cause order: Then head coach engaged in unethical conduct when he knowingly provided impermissible benefits to student athletes and directed a student-athlete to pay him cash from his athletics aid refund. Further, then head coach directed men's soccer student-athletes' participation in countable athletically related activities beyond the legislated playing season limitations and violated recruiting legislation. Then head coach also violated head coach responsibility legislation when he did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement in the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 4. Finally, then head coach (while no longer with the institution) failed to meet his responsibility to cooperate with the enforcement staff when he failed to provide truthful and complete information in his interview and subsequently refused to participate in the processing of this case. Given the scope of violations in the men's soccer program and disregard for the cooperative principle, a significant show-cause order is warranted. Therefore, then head coach is subject to a five-year show cause order from September 13, 2023, through September 12, 2028. In accordance with Bylaw 19.12.6.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution, shall restrict then head coach from all athletically related activities during the show-cause period. If the head coach becomes employed by a member institution in an athletically related position during the five-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 (OCOI) to make arrangements to show cause why the terms of the order should not apply.
5. Head coach restriction: Then head coach violated head coach responsibility legislation when he engaged in Level I violations and did not participate in the processing of the case. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, in the year following the expiration of the show-cause period, any member institution employing the head coach in an athletically related position shall suspend the head coach from 100% of the men's soccer regular season dates

of competition. The provisions of this suspension require that head coach not be present in the facility where the contests are played and have no contact or communication with the men's soccer coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, then head coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which then head golf coach is suspended shall not count toward then head coach's career coaching record.

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

6. CARA: Countable activities in the men's soccer program will be reduced by 26 hours during the 2023-24 academic year.
7. Public reprimand and censure through the release of the negotiated resolution agreement.
8. Vacation of team and individual records: Ineligible participation in the men's soccer program occurred over 2019 through 2022 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, UMass Lowell 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, UMass Lowell'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, UMass Lowell's records regarding its men's soccer program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in men's soccer 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 OCOI at the same time.

9. 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 OCOI by October 31, 2023, 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 August 1st during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting, financial aid, impermissible benefits and athletically related activities.
 - d. Inform prospects in all sports programs 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.
 - 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 all sports programs. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the

general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

10. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's chancellor 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).

UMass Lowell.

B. Not in agreement with the negotiated resolution.

None.

C. Not participating in the case.

Then head coach.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution and Level I – Aggravated for then head coach.

If a hearing panel approves the negotiated resolution, the institution and then head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and then head coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties

during their effective periods. Any action by the institution or then head coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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 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 UMass Lowell and Level I – Aggravated for then head coach. The agreed-upon penalties align with the ranges identified for core penalties for Level I – Mitigated and Level I – Aggravated, respectively, 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 UMass Lowell and the head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or then head coach contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Norman Bay, Chief Hearing Officer
Vince Nicastro
Dave Roberts