

NEGOTIATED RESOLUTION¹

Fordham University – Case No.020226

April 22, 2025

I. CASE SYNOPSIS

Fordham University (Fordham); Ed Kull (Kull), former director of athletics; Trevonn Morton (Morton), director of men's basketball operations; Keith Urgo (Urgo), head men's basketball coach; and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree that this case should be resolved as Level II – Standard for the institution and Urgo, Level II – Mitigated for Kull and Level II – Aggravated for Morton.²

The case originated in September 2022, when the institution's athletic business office discovered that Morton, Urgo and the men's basketball program provided impermissible recruiting benefits in the form of entertainment expenses to two men's basketball prospective student-athletes and their family members during official visits. On November 2, 2022, the institution self-reported the violation involving a men's basketball prospective student-athlete (Prospect 3) and his family's attendance at the U.S. Open (Agreed-Upon Finding of Fact No. 1-c). While the institution also detected a similar violation regarding a men's basketball prospective student athlete (Prospect 4) and his family's attendance at a New York Giants game (Agreed-Upon Finding of Fact No. 1-d) it inadvertently failed to include it in the self-report.

On January 18, 2023, the enforcement staff provided the institution a notice of inquiry and began a collaborative investigation. When the enforcement staff conducted interviews with Morton and Urgo, among others, in January 2023 about the U.S. Open violation, the enforcement staff was not aware of the related Giants game violations, and none of those interviewed disclosed the Giants game violations. The enforcement staff learned of some of the Giants game violations from the institution's former compliance coordinator following her interview.

During Prospect 4's initial interview in which his parents participated, they were not forthcoming about the Giants game, including their access to the suite. The institution and enforcement staff then interviewed Morton and Urgo a second time and interviewed Kull. None of those interviewed disclosed that Prospect 4 and his family had access to the suite. Later, after the enforcement staff requested the institution to audit all men's basketball official visit entertainment expenses, the parties discovered Prospect 4's access to the suite as well as the remaining violations in Agreed-Upon Finding of Fact No. 1.

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 Due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from Division I NCAA Bylaws 19.1 (Violation Structure), 19.12 (Penalties) and Figure 19-1 (Penalty Matrix). This discretion was based on the specific facts of this case and has no precedential value.

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To elicit full information, the enforcement staff requested and the NCAA Division I Committee on Infractions granted limited immunity for Prospect 4. During his second interview, Prospect 4 revealed the details of his visit, including Morton's visit to the suite. The institution and enforcement staff then interviewed Kull, Morton and Urgo again. Kull and Urgo reported details about Prospect 4's access to the Giants suite, and Kull confirmed Morton's visit to the suite. However, Morton denied knowledge of the violations or visiting the suite.

The investigation ultimately substantiated the initial self-report of the U.S. Open violation. It also developed additional facts supporting violations including (1) impermissible recruiting benefits in the form of entertainment expenses to a total of eight men's basketball prospective student-athletes and their families during their official visits; (2) Kull's awareness of circumstances constituting impermissible recruiting benefits to a men's prospective student-athlete (Prospect 4); (3) impermissible publicity of 24 men's basketball prospective student-athletes during their official visits; (4) a failure to cooperate by Morton, who denied his involvement in the arrangement and provision of impermissible benefits to Prospect 4; (5) a head coach responsibility violation for Urgo; and (6) the institution's failure to monitor.

Impermissible recruiting benefits during official visits (Agreed-Upon Finding of Fact No. 1).

As previously noted, the case originated in the fall of 2022 when the institution detected and self-reported the entertainment expenses provided to Prospect 3 and subsequently self-reported the entertainment expenses provided to Prospect 4. On May 17, 2023, the enforcement staff requested the institution to review entertainment expenses for all men's basketball prospective student-athletes who completed official visits from the 2019-20 through 2022-23 academic years. This review resulted in the discovery of multiple other violations identified in Agreed-Upon Finding of Fact No. 1.

Morton and Urgo arranged for and provided the impermissible entertainment expenses. They denied intentionally committing the violations, asserting a misunderstanding of the applicable legislation and that the then compliance coordinator approved the expenses. Kull, who intended to and ultimately did use the Giants suite to host donors and alumni, unintentionally facilitated and then did not prevent the impermissible hosting of Prospect 4 in the suite. While Prospect 4 reported being in the suite seats for the duration of the game, Kull indicated that Prospect 4 only stopped by with Morton and Urgo for five to 10 minutes and, therefore, he did not believe that was impermissible.

Emails and other information document the former compliance coordinator's assertion that she provided appropriate rules education and guidance. While Kull, Morton, Urgo and the enforcement staff do not agree whether they should have known it was impermissible for Prospect 4 and his family to sit in and/or visit the suite, there is no evidence that Kull, Morton and Urgo attempted to conceal any of the arrangements from the institution. Instead, they sought guidance from the former compliance coordinator and submitted related expenses to the business office. Because the institution did not appropriately monitor official visit expenses for men's basketball, it did not timely detect all the violations.

Impermissible publicity during official visits (Agreed-Upon Finding of Fact No. 2).

From June 2021 through November 2022, the men's basketball staff arranged for approximately 24 men's basketball prospective student-athletes to participate in impermissible public photo shoots at Times Square in New York City during their official visits. The men's basketball staff arranged for a professional photographer and provided institutional uniforms to the men's basketball prospective student-athletes and institutionally branded hats and/or shirts to their families to wear during the photo shoots. The public activities constituted impermissible publicity of a prospective student-athlete. The men's basketball staff was not aware the activities were violations and incorrectly assumed that the compliance coordinator was aware of them.

Unethical conduct and failure to cooperate (Agreed-Upon Finding of Fact Nos. 3 and 4).

Throughout the period of the violations, Morton and Urgo committed unethical conduct violations by knowingly arranging for and providing impermissible recruiting benefits in the form of entertainment expenses that exceeded the permissible amount of \$75 per day. Even though Morton and Urgo met with Kull and the then compliance coordinator to discuss the U.S. Open, Morton and Urgo subsequently arranged for excessive entertainment for other men's basketball prospective student-athletes because they believed it to be permissible.

Additionally, Morton provided false and misleading information during his September 20, 2023, interview, when he denied any knowledge of and involvement in Agreed-Upon Finding of Fact No. 1-d and denied that he was present in the suite.

Urgo's head coaches' responsibility (Agreed-Upon Finding of Fact No. 5).

Due to the violations that occurred within the men's basketball program and Urgo's direct personal involvement in some of those violations, Urgo could not rebut the presumption of responsibility by demonstrating he promoted an atmosphere of compliance or adequately monitored his staff. Urgo made efforts to promote compliance, including a compliance component in every full men's basketball staff meeting, and through occasional meetings between the men's basketball staff and compliance staffs. However, Urgo's participation in NCAA rules violations demonstrates that his compliance efforts were inadequate. While he asked pointed questions to compliance regarding entertainment expense during official visits, Urgo – a veteran men's basketball coach with 18 years of Division I coaching experience – did not verify NCAA rules before inadvertently committing violations.

Failure to monitor (Agreed-Upon Finding of Fact No. 6).

As discussed above, the institution failed to establish adequate compliance systems to deter and detect the recruiting violations in the men’s basketball program and did not monitor official visit activities. Specifically, the men’s basketball staff submitted all of the impermissible entertainment expenses to the business office, but the institution did not have systems in place to identify all of the violations. Further, even though it ultimately detected the Giants game violations, it did not timely conduct a full investigation of the matter or self-report it to the enforcement staff.

II. PARTIES’ AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.2.1 and 13.6.7.5 (2020-21 through 2022-23) and 12.11.1 and 16.8.1 (2020-21 and 2021-22)] (Level II)

The institution, Kull, Morton, Urgo and enforcement staff agree that from June 2021 through April 2023, Kull, Morton, Urgo and the men’s basketball staff arranged for, had awareness of and/or provided impermissible recruiting benefits in the form of entertainment expenses to eight men’s basketball prospective student-athletes and their respective family members during their official visits to the institution.³ The approximate value of the impermissible benefits was \$10,736. As a result of the impermissible benefits, two men’s basketball student-athletes competed in 21 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On June 15, 2021, the men’s basketball staff rented jet skis for a men’s basketball prospective student-athlete (Prospect 1) and his guardian through Sea the City, a cost of \$179 per person for a total of \$358. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$283. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2020- 21)]
- b. Between October 13 and 15, 2021, the men’s basketball staff provided a men’s prospective student-athlete (Prospect 2) and his family \$378 in impermissible entertainment expenses for the two-day official visit. Specifically:
 - (1) On October 13, the men’s basketball staff provided suite tickets for Prospect 2 and one family member to attend a New York Knicks professional basketball game in Madison Square Garden, a cost of \$210 per person and total of \$420. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$345. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2021-22)]
 - (2) On October 15, the men’s basketball staff provided tickets for Prospect 2 and two family members to visit the Edge NYC, valued at \$36 per person for a total of \$108. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$33. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2021-22)]

³ Agreed-Upon Finding of Fact Nos. 1-a and 1-b occurred prior to Urgo being named head coach and Morton director of operations.

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- c. On September 11, 2022, Morton and Urgo provided tickets to Prospect 3 and his parents to attend the U.S. Open men's professional tennis match, a cost of \$888 per person for a total of \$2,664. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$2,589. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
- d. Between September 17 and 18, 2022, Morton, Urgo and the men's basketball staff arranged and/or provided Prospect 4 and his parents approximately \$5,595 of impermissible entertainment expenses for the two-day official visit. Kull had awareness of and failed to prevent some of the impermissible benefits at a New York Giants football game. Specifically:
 - (1) On September 17, the men's basketball staff arranged for Prospect 4 and his parents to go bowling, a cost of \$40 per person for a total of \$120. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$45. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
 - (2) On September 18, Morton and Urgo arranged for and/or provided suite access for Prospect 4 and two family members to attend a Giants NFL game in MetLife Stadium, a value of \$1,875 per person for a total of \$5,625. In addition, they arranged for Prospect 4 and his family to be on the football field during pregame activities and meet and greet a former NFL quarterback, at halftime. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$5,550. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
- e. October 21, 2022, Morton and Urgo provided suite tickets for a then men's basketball prospective student-athlete (Prospect 5), three family members and his AAU coach to attend a Brooklyn Nets NBA game, a cost of \$315 per person, for a total of \$1,575. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$1,500. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
- f. On November 27 or 28, 2022, the men's basketball staff provided tickets for a men's basketball prospective student-athlete (Prospect 6) and three family members to visit the Summit One Vanderbilt, a cost of \$79 per person for a total of \$316. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$241. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
- g. Between March 25 and 26, 2023, the men's basketball staff provided a men's basketball prospective student-athlete (Prospect 7) and his mother approximately \$32 of impermissible entertainment expenses for the two-day official visit. Specifically:
 - (1) On March 25, the men's basketball staff arranged for Prospect 7 and his mother to go bowling, a cost of \$41 per person for a total of \$82. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$7. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]
 - (2) On March 26, the men's basketball staff paid for Prospect 7 and his mother to visit the Edge NYC, a cost of \$50 per person for a total of \$100. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$25. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]

h. Between April 18 and 19, 2023, the men's basketball staff provided a men's basketball prospective student-athlete (Prospect 8) and three family members approximately \$118 of impermissible entertainment expenses for the two-day official visit. Specifically:

(1) On April 18, the men's basketball staff paid for Prospect 8 and three family members to go bowling, a cost of \$30 per person, for a total of \$120. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$45. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]

(2) On April 19, the men's basketball staff provided tickets for Prospect 8 and three family members to visit the Summit One Vanderbilt, a cost of \$37 per person for a total of \$148. This resulted in entertainment expenses exceeding the permissible amount of \$75 per day by \$73. [NCAA Bylaws 13.2.1 and 13.6.7.5 (2022-23)]

2. [NCAA Division I Manual Bylaw 13.10.1.4 (2020-21 through 2022-23)] (Level II)

The institution and enforcement staff agree that from June 2021 through November 2022, the men's basketball staff arranged for impermissible publicity of 24 men's basketball prospective student-athletes during their official visits to the institution's campus. Specifically, the men's basketball coaching staff arranged for the men's basketball prospective student-athletes and their family members to participate in an off-campus, professional and public photo shoot at Times Square in New York City.

3. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2022-23) and 19.2.1, 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2022-23 and 2023-24)] (Level II)

The institution, Morton and enforcement staff agree that from September 11 through October 21, 2022, Morton violated the NCAA principles of ethical conduct when he knowingly arranged and/or provided impermissible recruiting benefits as outlined in Agreed-Upon Finding of Fact Nos. 1-c, 1-d and 1-e. Additionally, on September 20, 2023, Morton failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of and involvement in NCAA violations. Specifically:

a. From September 11 through October 21, 2022, Morton knowingly arranged and provided impermissible recruiting benefits in the form of entertainment expenses as detailed in Agreed-Upon Finding of Fact Nos. 1-c, 1-d and 1-e. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(a) (2022-23)]

b. During his September 20, 2023, interview, Morton denied knowledge of and/or involvement in the provision of on-field access, Giants suite access and the exclusive opportunity to meet the former NFL quarterback as detailed in Agreed-Upon Finding of Fact No. 1-d. Additionally, Morton denied being present in the suite. The factual record establishes that Morton was directly involved in arranging the impermissible benefits for the men's basketball prospective student-athlete and his family and was present in the suite. [NCAA Bylaws 19.2.1, 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2023-24)]

4. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(a) (2022-23)] (Level II)

The institution, Urgo and enforcement staff agree that from September 11 through October 21, 2022, Urgo violated the principles of ethical conduct when he knowingly arranged and/or provided entertainment to men's basketball prospective student-athletes and their family members that exceeded the permissible amount of \$75 per day. Specifically, the head coach arranged and/or provided the impermissible recruiting benefits as outlined in Agreed-Upon Finding of Fact Nos. 1-c, 1-d and 1-e.

5. [NCAA Division I Manual Bylaw 11.1.1.1⁴ (2021-22 and 2022-23)] (Level II)

The institution, Urgo and enforcement staff agree that from June through December 2022, Urgo is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2 occurring before January 1, 2023, and did not rebut the presumption of responsibility. Specifically, Urgo failed to demonstrate that he promoted an atmosphere of compliance and monitored his staff when he (a) personally provided and had knowledge of his men's basketball staff providing men's basketball prospective student-athletes impermissible recruiting inducements, (b) failed to report actual and/or potential issues to the compliance staff as outlined in Agreed-Upon Finding of Fact Nos. 1-c through 1-f and (c) failed to actively look for red flags and ask pointed questions regarding entertainment expenses and publicity for prospective student-athletes during official visits as detailed in Agreed-Upon Finding of Fact Nos. 1 and 2. Additionally, from January through April 2023, Urgo is responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1-g and 1-h.

6. [NCAA Division I Manual Constitution 2.8.1 (2020-21 and 2021-22) and Bylaw 8.01.3 (2022-23)] (Level II)

The institution and enforcement staff agree that from June 2021 through April 2023, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2 demonstrate that the institution failed to adequately monitor its men's basketball program to ensure compliance with NCAA official visit legislation and to identify and report instances in which compliance was not achieved. Specifically:

- a. From June 2021 through April 2023, the institution failed to establish effective policies and procedures to deter and detect violations in a timely manner regarding entertainment expenses and publicity for official visits in the men's basketball program. Specifically, the institution failed to (1) adequately monitor publicity of men's basketball prospective student-athlete's campus visits, (2) adequately monitor the provision of entertainment expenses to prospective student-athletes during their visits and (3) identify red flags after the visit based on submitted information and official visit expenses. As a result, the violations in Agreed-Upon Finding of Fact Nos. 1 and 2 occurred. [NCAA Constitution 2.8.1 (2020-21 and 2021-22) and Bylaw 8.01.3 (2022-23)]

⁴ Effective for NCAA violations occurring on or after January 1, 2023, Bylaw 11.1.1.1 was amended to remove the rebuttable presumption from head coach responsibility, making whether the head coach promoted compliance and/or monitored the program relevant to penalty determinations only. Agreed-Upon Finding of Fact No. 5 involves violations that occurred prior to and after January 1, 2023.

- b. During the fall of 2022, the institution self-detected the violations detailed in Agreed-Upon Finding of Fact No. 1-d but failed to conduct a full investigation to gather all relevant information and take swift and appropriate action, including reporting the violations to the enforcement staff. [NCAA Bylaw 8.01.3 (2022-23)]

B. Agreed-upon aggravating and mitigating factors.⁵

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable.

The parties assessed the factors by weight and number and agree that this case should be properly resolved Level II – Standard for the institution and Urgo, Level II – Mitigated for Kull and Level II – Aggravated for Morton. Regarding the institution’s and Urgo’s case classification, while the aggravating factors outweigh the mitigating factors by number, the parties assigned significant weight to Bylaw 19.12.4.1-(d) (affirmative steps to expedite a final resolution of the matter) due to the parties’ efforts to reach requisite agreement for a negotiated resolution and ensure an effective method for resolving this case.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level II violations for 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)].
 - c. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
 - d. A pattern of noncompliance within the sport program(s) involved [Bylaw 19.12.3.1-(g)].
 - e. 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. Institution self-imposed meaningful corrective measures and/or penalties for the men’s basketball program [Bylaw 19.12.4.1-(c)].
 - b. Affirmative steps to expedite a final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution [Bylaw 19.12.4.1-(d)].

⁵ As noted above, due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from Bylaws 19.1 (Violation Structure), 19.12 (Penalties) and/or Figure 19-1 (Penalty Matrix). This discretion was based on the specific facts of this case and has no precedential value.

- c. An established history of self-reporting Level III or secondary violations [Bylaw 19.12.4.1-(e)].⁶
- d. 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-(g)].

Involved Individual (Kull):

1. Aggravating factor (Bylaw 19.12.3.2).

Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Affirmative steps to expedite a final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution [Bylaw 19.12.4.2-(d)].
- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

Involved Individual (Morton):

1. Aggravating factors (Bylaw 19.12.3.2).

- a. 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)].
- c. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].
- b. Affirmative steps to expedite a final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution [Bylaw 19.12.4.1-(d)].

⁶ The institution reported 40 Level III or secondary violations from 2019 to 2024, approximately eight violations each year.

Involved Individual (Urgo):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - c. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.12.3.2-(f)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite a final resolution of the matter, including a good faith request for a timely submission of a negotiated resolution [Bylaw 19.12.4.2-(d)].
 - b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual. Urgo does not have prior conclusions of Level I, Level II or major violations during his 18-year career in intercollegiate athletics [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES^{7 8}

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.

⁷ 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.

⁸ Due to the current landscape of college athletics and in an effort to serve the best interests of the Association, the parties deviated from the Division I Figure 19-1 (Penalty Matrix). This discretion was based on specific facts of this case and has no precedential value.

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

Core Penalties for Level II – Standard Violations (Bylaw 19.12.7)

1. Three years of probation from **April 22, 2025, through April 21, 2028**.
2. The institution shall pay a fine of \$35,000 plus 2% of the budget for the men's basketball program.⁹
3. The institution reduced official paid visits in the men's basketball program by two, capping the men's basketball program at seven, and imposed an eight-week ban on unofficial visits during the 2024-25 academic year (self-imposed).
4. The institution shall impose a one-week ban on off-campus recruiting activities for men's basketball staff members during the July 2025 recruiting period (self-imposed).
5. The institution previously self-imposed a six-week ban on recruiting communications with all prospects. An additional two-week ban on recruiting communications with all prospects will bring the total ban to eight weeks during 2024-25 academic year (self-imposed).
6. The institution self-imposed a 10% reduction of recruiting-person days, which limited the men's basketball program to 90 recruiting-person days for the 2023-24 academic year (self-imposed).
7. Show-cause order: Urgo was involved in the arrangement and provision impermissible recruiting inducements to prospective student-athletes. Further, Urgo violated head coach responsibility legislation when he did not demonstrate that he promoted compliance due to his personal involvement in the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2. Therefore, Urgo shall be subject to a two-year show-cause order from **April 22, 2025, through April 21, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall require Urgo to attend the annual NCAA Regional Rules Seminar at his own expense. Fordham and any member institution that employs in Urgo 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 OCOI to make arrangements to show cause why the terms of the order should not apply.
8. Suspension: Urgo violated NCAA legislation when he engaged in Level II violations. Bylaw 19.12.7.5 and the Figure 19-1 penalty guidelines contemplate suspensions. Therefore, should Urgo become employed in an athletically related position at an NCAA member institution during the two-year show-cause period, he shall be suspended from 12% of the men's basketball regular season contests.¹⁰

⁹ The fine from the program budget must be calculated in accordance with Committee on Infractions Internal Operating Procedures 5-15-6 and 5-15-6-1.

¹⁰ The institution self-imposed a suspension from all athletically related duties from January 22 through February 2, 2025.

This suspension corresponded with four regular season contests. Because the show-cause order suspends the head coach from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that the head coach not be present in the facility where contests are played and have no contact or communication with men's basketball coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. The

prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During that period, the head coach may not participate in any coaching activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Uργο on a temporary basis during the period of suspension. The results of those contests from which Uργο is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

Core Penalties for Level II – Mitigated Violations (Bylaw 19.12.7)

9. Show-cause order: Kull was involved in the arrangement of impermissible recruiting inducements to prospective student-athletes. Therefore, Kull shall be subject to a one-year show-cause order from **April 22, 2025, through April 21, 2026**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall require Kull to attend the annual NCAA Regional Rules Seminar at his own expense and prohibit any meetings with men's basketball prospective student-athletes during official visits at the institution during the period of the show-order.¹¹ Fordham and any member institution that employs Kull in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.¹²

Core Penalties for Level II – Aggravated Violations (Bylaw 19.12.7)

10. Show-cause order: Morton was involved in the arrangement and provision impermissible recruiting inducements to prospective student-athletes. Further, Morton also provided false and misleading information. Therefore, Morton shall be subject to a three-year show-cause order from **April 22, 2025, through April 21, 2028**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall require Morton to attend the annual NCAA Regional Rules Seminar at his own expense. Fordham and any member institution that employs in Morton in an athletically related position during the three-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

¹¹ Due to the timing of this agreement and NCAA Regional Rules Seminars, in the event that this negotiated resolution has not yet been approved by the Committee on Infractions prior to the 2025 Regional Rules Seminars, the parties agree that attendance at a 2025 seminar shall satisfy the requirements of the show cause even if outside of the prescribed show-cause period.

¹² Due to Kull's limited involvement in the violations, the parties agreed a suspension was not appropriate.

11. Suspension: Morton violated NCAA legislation when he engaged in Level II violations. Bylaw 19.12.7.5 and the Figure 19-1 penalty guidelines contemplate suspensions. Therefore, should Morton become employed in an athletically related position at an NCAA member institution during the three-year show-cause period, he shall be suspended two-weeks from all athletically related activities.¹³ Because the show-cause order suspends the director of men's basketball operations from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension require that the director of men's basketball operations not be present in the facility where contests are played and have no contact or communication with the men's basketball staff members or student-athletes during the suspension period. During that period, the director of basketball operations may not participate in any director of basketball operations activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Morton on a temporary basis during the period of suspension. The results of those contests from which Morton is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

Additional Penalties for Level II – Standard Violations (Bylaw 19.12.9)

12. Public reprimand and censure through the release of the negotiated resolution agreement.
13. Vacation of team and individual records: Ineligible participation in the men's basketball program occurred over the 2021-22 and 2022-23 academic years as a result of violations in this case (Agreed-Upon Finding of Fact Nos. 1-a and 1-b). Therefore, pursuant to Bylaws 19.12.9-(g) and 31.2.2.3 and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport program, as well as the records of the head coach shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may 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

¹³ The institution self-imposed a suspension from all athletically related duties from February 10 through February 23, 2025.

trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

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

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 legislation.
- b. Submit a preliminary report to the OCOI by June 15, 2025, 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 March 15th during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting.
- d. Inform prospects in the men's basketball program in writing that the institution is on probation for three years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Inform prospects in the [insert sports program] in writing that the institution is on probation for [insert]length of probation] 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 written offer of admission and/or financial aid and no later than when the NCAA Eligibility Center provides a prospective student-athlete with the institution's academic data.
- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the men's basketball program. Permissible website posting locations include the main navigation menu or a

sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

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

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 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 19.1.3, the violations identified in this agreement occurred and should be classified as Level II – Standard for the institution and Urgo, Level II – Mitigated for Kull and Level II – Aggravated for Morton.

If a hearing panel approves the negotiated resolution, the institution, Kull, Morton and Urgo agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Kull, Morton and Urgo 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 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution or Kull, Morton and Urgo contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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

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

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

VII. 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 II-Standard for Fordham and Uργο; Level II-Mitigated for Kull and Level II-Aggravated for Morton. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Standard, Level II-Mitigated and Level II-Aggravated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Fordham, Uργο, Kull and Morton 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 Uργο, Kull or Morton 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

Jeremy Jordan

Kay Norton, chief hearing officer

Mary Schutten