

CASE SUMMARY

Tampering violations occurred in Oklahoma State women's tennis program

Women's tennis head coach failed to cooperate with the investigation

Tampering violations occurred in the Oklahoma State women's tennis program when head coach Chris Young impermissibly communicated with three transfer prospects, according to an agreement approved by the Division I Committee on Infractions. During the investigation, Young failed to cooperate when he instructed a student-athlete to withhold information from the enforcement staff. He also violated head coach responsibility rules.

The enforcement staff, school and Young agreed that the violations in this case occurred when Young had impermissible recruiting contacts with three prospects before they had been entered into the Transfer Portal. In one instance, he had in-person contact with a student-athlete (Transfer 1) who was enrolled at another school and then began interacting with her on social media before she had entered the portal. He also directed two then-current women's tennis student-athletes to pass information to Transfer 1 about transferring. She ultimately transferred to and competed for Oklahoma State.

In another violation, Young began recruiting a student-athlete from another school who had entered into the Transfer Portal (Transfer 2) and whose teammate (Transfer 3), while interested in transferring, had not. Young regularly passed information to Transfer 3 through Transfer 2 before Transfer 3 had entered the portal. Ultimately, both prospects transferred to and competed for Oklahoma State.

Young also communicated with a fourth student-athlete from a third school (Transfer 4) through Transfer 2. Transfer 4 declined to transfer and remained at her then-current school.

The enforcement staff and Young also agreed that Young failed to cooperate with the investigation when he did not produce all of the electronic communications he had with Transfer 2, and he instructed Transfer 2 to withhold information as well. After imaging Young's phone, the enforcement staff determined that the coach and Transfer 2 had not been forthcoming, which Transfer 2 ultimately acknowledged, as did Young, who apologized. Young also immediately acknowledged his conduct during his interview and also directed the NCAA enforcement staff that his phone contained other pertinent information.

Due to his personal involvement in the violations, Young did not demonstrate that he promoted an atmosphere of compliance and did not rebut the presumed head coach responsibility for the violations that occurred before 2023. As a result of a change to NCAA rules for head coach responsibility, Young is responsible for all violations occurring after January 2023.

The violations were classified as Level I-Mitigated for Oklahoma State and Level I-Standard for Young. According to the agreement, the underlying violations in this case are Level II, but Young's conduct during the investigation elevated the case to Level I.

The following penalties apply:

- Three years of probation.
- A fine of \$35,000, plus 1% of the women's tennis program budget.
- A reduction by 18% of the average number of official visits (based on the previous four years).
- The school prohibited unofficial visits for 10 weeks during spring 2025.
- The school prohibited the women's tennis program from recruiting communications for a total of three weeks during the 2024-25 academic year. The school will prohibit recruiting communications for an additional seven weeks during the 2025-26 academic year.
- The school prohibited the women's tennis program from off-campus recruiting for 10 weeks during the 2024-25 academic year.
- A four-year show-cause order for Young, during which time he cannot communicate with prospective transfers in December for each year of the order. Additionally, Young will be suspended from two regular-season contests during the 2025-26 season. He has already been suspended by the school for 10 contests, including 100% of the fall 2024 season. The total suspension of 12 contests equates to approximately 50% of the regular season.
- Vacation of team wins and records in which the ineligible student-athletes competed.

Members of the Committee on Infractions are drawn from the NCAA membership and public. The panel members who reviewed this case are:

- Jody Conrads, retired women's basketball head coach and special assistant to athletics at Texas.
- Jeremy Jordan, dean of the David B. Falk College of Sport and Human Dynamics at Syracuse and chief hearing officer for the panel.
- Roderick Perry, former director of athletics at IUPUI.

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I. CASE SYNOPSIS

Oklahoma State University (Oklahoma State); Chris Young (Young), head women’s tennis coach; and 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 and Level I – Standard for Young.

In May 2024, Oklahoma State hosted the NCAA Division I women’s tennis championship. Young had worked very hard to bring the championship to Oklahoma State and he “wanted to prove we could host a national championship in Stillwater in tennis.” His recruiting approach in the spring of 2023 was the same as in previous years in trying to recruit the best athletes, but he also looked more closely at graduate transfers who entered the transfer portal who could provide the program with experience. Young recruited multiple four-year college women’s tennis student-athletes (transfers) with the intention of building what he referred to as “the dream team” during the 2023-24 season. However, as set forth in Agreed-Upon Finding of Fact No. 1, he had extensive impermissible communications with some of those transfers before they entered the transfer portal. Specifically, Young had one in-person contact with a transfer and also used two then Oklahoma State women’s tennis student-athletes and a postgraduate transfer to pass information to and communicate with other transfers indirectly. Young also exchanged pleasantries with one transfer via social media, e.g., “happy birthday.” According to Young, he did not believe his communications were impermissible at the time, but he realized during the investigation that they were violations.

The underlying impermissible communications in this case are Level II, but Young’s behavior during the investigation heightened the case level to Level I. Specifically, when the enforcement staff asked the women’s tennis coaches and transfers to provide relevant electronic communications, Young met with one of the four-year college women’s tennis student-athletes (Transfer 2), discussed with her which communications were problematic and directed Transfer 2 to withhold those communications from her production to the enforcement staff. Transfer 2 did as Young instructed. Young also withheld the same communications from his production. Those actions significantly and negatively impacted the investigation, required the enforcement staff to do additional work, caused delays in processing the case and constituted Young’s failure to cooperate. Further, as detailed below, Young compounded this matter by discussing other case-related information with Transfer 2, even though he was instructed otherwise.

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.

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Impermissible contacts (Agreed-Upon Finding of Fact No. 1).

During the 2022-23 academic year, Young had several impermissible communications with a four-year tennis student-athlete enrolled at Iowa State University (Transfer 1) before she entered the transfer portal in May 2023. First, Young had an in-person contact with Transfer 1 between matches at the ITA All-American Championship in October 2022. Women's tennis coaches at other Division I institutions witnessed the contact, photographed it and provided the picture to the enforcement staff. Young indicated that he did not think the conversation was a violation due to its brief nature. Following the tournament, Young began following Transfer 1 on Instagram and sent her at least four impermissible communications through the platform, including sending well wishes. According to Young, he did not believe these communications were violations because they were not "recruiting" in nature. Subsequently, two then Oklahoma State women's tennis student-athletes, who were also from Transfer 1's home country and spoke her native language, communicated with Transfer 1. They knew each other from junior tennis in their home country and from competition in the conference. Transfer 1 requested information about transferring to Oklahoma State from the women's tennis student-athletes and Young passed responsive information to her through the student-athletes and knew they were communicating on his behalf. Later, Transfer 1 entered the transfer portal, had direct communications with Young and transferred to Oklahoma State.

On February 7, 2023, Transfer 2, who was an enrolled postgraduate student-athlete at Louisiana State University (Louisiana State), entered the transfer portal. She committed to Oklahoma State around March 15, 2023.² Another four-year women's tennis student-athlete at Louisiana State (Transfer 3) was a close friend of Transfer 2. While Transfer 3 was not in the transfer portal because it did not open until May, she communicated openly about her desire to play elsewhere with Transfer 2. As with Transfer 1 but with greater frequency, Young passed information and messages – including express recruiting communications – to Transfer 3 through Transfer 2, knowing Transfer 2 was communicating to Transfer 3 on his behalf. Ultimately, Transfer 3 entered the transfer portal in May 2023, had direct communications with Young and transferred to Oklahoma State.

Finally, Young communicated to a third four-year college women's tennis student-athlete (Transfer 4), who was enrolled at North Carolina State University (North Carolina State), through Transfer 2. Like with Transfer 3, Young asked Transfer 2 to communicate with Transfer 4 to determine whether she was interested in transferring to Oklahoma State. Transfer 2 agreed and communicated with Transfer 4 on behalf of Young. Transfer 4 indicated she was not interested in transferring and remained at North Carolina State.

² NCAA Bylaw 13.11.4.2 permits postgraduate student-athletes to initiate the notification of transfer process sooner than undergraduate student-athletes and any time between October 1 and the end of the final period specified for the applicable sport.

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Young's failure to cooperate (Agreed-Upon Finding of Fact No. 2).

At the beginning of the investigation in the summer of 2023, the enforcement staff told the institution it intended to request both Young's electronic communications and the three involved student-athletes' electronic communications, and obtain the information by forensically imaging their cell phones. For several reasons, including privacy issues and state law, the institution requested that Young and the three student-athletes be permitted to produce the information by taking screenshots of communications on their phones. While clearly communicating its concerns about this approach, the enforcement staff ultimately agreed to that type of production.³ While reviewing Young's and Transfer 2's produced communications, it became clear to the enforcement staff that the production was incomplete. As a result, the enforcement staff discussed, and the parties agreed to a forensic image of Young's phone. The enforcement staff also agreed that Transfer 2 and the other student-athletes could produce the information using a software program that allows users to extract data from iPhones, but not through forensic imaging. The collections resulted in a complete production that clearly confirmed Young and Transfer 2 initially failed or refused to produce all communications, including those that showed impermissible communications.

In the spring of 2024, the enforcement staff requested and the NCAA Division I Committee on Infractions granted limited immunity for several Oklahoma State women's tennis student-athletes, including Transfer 2. In her limited immunity proffer and during her interview, Transfer 2 reported that Young asked her if she had produced her communications. When she told him she had not, Young showed her which communications he withheld and said that her production should match his. While she reported being uncomfortable, she did as her coach instructed. She noted that the process was stressful, and she ultimately realized it was important to provide a complete record. During her interview with the institution and enforcement staff, she disclosed that Young discussed matters relating to the investigation with her on multiple occasions.

During his interview with the enforcement staff, Young acknowledged his withholding of communications and discussions with Transfer 2, noted his mistakes and apologized.

Head coach responsibility (Agreed-Upon Finding of Fact No. 3).

Due to Young's direct personal involvement in the violations, Young could not rebut the presumption of responsibility by demonstrating he promoted an atmosphere of compliance. Further, Young's knowing participation in violations and failure to ask related compliance questions demonstrates that he failed to lead by example. For behaviors after January 1, 2023, there is no presumption and Young is responsible.

³ From the outset, Young was represented by personal legal counsel. Also, the institution obtained counsel for the transfers.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)] (Level II)

The institution, Young and enforcement staff agree that from October 2022 through May 2023, Young had impermissible communications with three then four-year college women's tennis student-athletes without first obtaining authorization through the notification of transfer process. Additionally, Young engaged two Oklahoma State women's tennis student-athletes and another four-year college women's tennis student-athlete to assist in having impermissible communications with the transfers. Specifically:

- a. From October 2022 through April 2023, Young had impermissible, in-person contact and other impermissible communications with Transfer 1 before Transfer 1 entered the transfer portal. Transfer 1 entered the transfer portal May 2, 2023, and subsequently committed and transferred to Oklahoma State. Specifically:
 - (1) Between October 1 through 6, 2022, Young had an impermissible, in-person contact with Transfer 1 at the ITA All-American Championship in Cary, North Carolina. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)]
 - (2) From October 17, 2022, through March 14, 2023, and after the in-person contact, Young sent approximately four impermissible communications to Transfer 1 using the Instagram platform. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)]
 - (3) From October 2022 through April 2023, Young occasionally and impermissibly communicated information to Transfer 1 through two then Oklahoma State women's tennis student-athletes with the understanding that the information would be shared with Transfer 1. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)]
- b. From March through May 2023, Young had impermissible communications with Transfer 3 before Transfer 3 entered the transfer portal. Transfer 3 entered the transfer portal May 4, 2023, and subsequently committed and transferred to Oklahoma State. Specifically, Young regularly and impermissibly communicated information to Transfer 3 through Transfer 3's then teammate Transfer 2.⁴ In this period, Young sent at least 112 text messages regarding Transfer 3 to Transfer 2 and spoke on the phone with Transfer 2 about Transfer 3 on at least two occasions, including a telephone call April 21, 2023, during which Transfer 3 was present with Transfer 2 and could hear Young's statements. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)]

⁴ Young's communications with Transfer 2 were permissible because she had entered her name into the transfer portal as a graduate student-athlete.

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- c. In April 2023, at Young's request, Transfer 2 impermissibly communicated with Transfer 4 by trying to determine if Transfer 4 was interested in transferring. [NCAA Bylaws 13.1.1.3 and 13.1.2.1 (2022-23)]

This allegation serves as the basis for Agreed-Upon Finding of Fact No. 3.

2. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(c), 19.2.1-(e), 19.2.2, 19.2.2-(a) and 19.2.2-(b) (2023-24)] (Level I)

The institution, Young and enforcement staff agree that from the fall of 2023 through July 2024, Young failed to cooperate with the enforcement staff when he withheld and directed a women's tennis student-athlete to withhold information relevant to an investigation of a possible NCAA violation. Specifically, in October 2023, Young provided records to the enforcement staff that omitted responsive and relevant information. Additionally, Young directed Transfer 2 to withhold the same responsive and relevant information from the enforcement staff. Additionally, Young failed to protect the integrity of the investigation when he discussed related information with Transfer 2.

3. [NCAA Division I Manual Bylaw 11.1.1.1⁵ (2022-23 through 2023-24)] (Level I)

The institution, Young and enforcement staff agree that from October through December 2022, Young is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, Young did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement in the violations detailed in Agreed-Upon Finding of Fact No. 1-a. Additionally, from January 2023 through July 2024, Young is responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2.

B. Agreed-upon aggravating and mitigating factors.

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

The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution and Level I – Standard for Young. Regarding the institution's case classification, the mitigating and aggravating factors are the same in number. However, the parties assigned significant weight to the following mitigating factors: "institution imposed meaningful corrective measures and/or penalties" [Bylaw 19.12.4.1-(c)] and "affirmative steps to expedite a final resolution of the matter" [Bylaw 19.12.4.1-(d)] due to the

⁵ 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. 1 involves violations that occurred prior to and after January 1, 2023.

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parties' efforts to reach requisite agreement for a negotiated resolution and ensure an effective method for resolving the case. Regarding Young's classification, while the number of aggravating factors outweigh the mitigating factors, the parties agree that significant weight is appropriate for the following mitigating factors: "agreement to or proposing meaningful corrective measures and/or penalties consistent with Figure 19-1" [Bylaw 19.12.4.2-(c)] and "affirmative steps to expedite a final resolution of the matter, including a timely submission of a negotiated resolution" [Bylaw 19.12.4.1-(d)]. Therefore, the parties agree Young's classification is standard.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.1-(d)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
 - d. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
 - 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. Prompt acknowledgement and acceptance of responsibility for the violations [NCAA Bylaw 19.12.4.1-(a)].
 - b. Institution self-imposed meaningful corrective measures and/or penalties [Bylaw 19.12.4.1-(c)].
 - c. Affirmative steps to expedite a final resolution of the matter, including timely submission of a negotiated resolution [Bylaw 19.12.4.1-(d)].
 - d. An established history of self-reporting Level III or secondary violations [Bylaw 19.12.4.1-(e)].⁶

⁶ The institution reported 33 Level III or secondary violations from 2019 to 2024, approximately seven violations each year.

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- e. Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.2.1 [Bylaw 19.12.4.1-(h)].

Involved Individual (Young):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or 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. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
 - d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - e. One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
 - f. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.12.3.2-(f)].
 - g. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violations [Bylaw 19.12.4.2-(a)].⁷

⁷ The parties are aware that Young's failure to cooperate may appear unbalanced with this mitigating factor. However, during his first interview with the institution and enforcement staff, Young immediately acknowledged that he did not initially produce all requested information, directed Transfer 2 to do the same and failed to protect the integrity of the investigation. He also recognized that his failure unfortunately extended the length of the investigation, apologized to the enforcement staff and expressed remorse. Moreover, during the imaging of his cell phone, Young, through his counsel, advised the enforcement staff that his phone contained pertinent information that had not been requested by the staff, and Young voluntarily produced the additional information to the staff. This resulted in the enforcement staff having a clearer understanding of the facts and circumstances involving the violations in this case. Young was also fully forthcoming about the recruiting violations in this case and accepted full responsibility at his initial interview. Unlike individuals in other infractions cases, Young never denied his involvement in the violations, provided false and misleading information or attempted to deflect or avoid accountability. Young's prompt and full acknowledgement and acceptance of responsibility after his initial failure to cooperate and his voluntary production of pertinent information not requested by the enforcement staff merits credit. Therefore, the parties agree Young's case is unique and the inclusion of this mitigating factor is appropriate.

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- b. Agreement to or proposing meaningful corrective measures and/or penalties consistent with Figure 19-1 [Bylaw 19.12.4.2-(c)].
- c. Affirmative steps to expedite a final resolution of the matter, including timely submission of a negotiated resolution [Bylaw 19.12.4.1-(d)].
- d. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

On June 5, 2020, the Committee on Infractions released an infractions report that included Level I unethical conduct violations for the institution due to a former assistant men's basketball coach accepting bribes from two financial advisors to influence student-athletes. Therefore, the mitigating factor "absence of prior conclusions of Level I, Level II or major violations within the past 10 years" [Bylaw 19.12.4.1-(g)] does not apply, and the institution is considered a repeat violator pursuant to Bylaw 19.12.6. The parties do not believe the facts of the case warrant a departure upward from the core penalties in Figure 19-1 pursuant to Bylaw 19.12.8. While both cases involve Level I violations, the sport program and scope and nature of the violations are distinct from the previous case and neither case involved a failure to monitor and/or lack of institution control.⁸

V. PARTIES' AGREED-UPON PENALTIES⁹

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.

⁸ See Committee on Infractions Internal Operating Procedure (IOP) 5-15-2-1.

⁹ 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.

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

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

1. Probation: Three years of probation from **July 2, 2025, through July 1, 2028**.
2. Financial penalty: The institution shall pay a fine of \$35,000 plus 1% of the women's tennis program budget.¹⁰
3. Recruiting restrictions: The institution shall reduce official paid visits in women's tennis during the 2025-26 academic year by 18% of the average number of official paid visits in women's tennis during the previous four years.

The institution prohibited unofficial visits for 10 weeks during the spring of 2025.

The institution prohibited the women's tennis program from recruiting communications for three weeks as follows: December 30, 2024 through January 5, 2025; March 2 through 8, 2025; and March 19 through 25, 2025. The institution shall prohibit recruiting communications in women's tennis for an additional seven weeks during the 2025-26 academic year.

The institution prohibited the women's tennis program from off-campus recruiting activities for three weeks from December 30, 2024, through January 20, 2025. The institution further prohibited off-campus recruiting activities in women's tennis for an additional seven weeks from January 20 through March 10, 2025.

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

4. Show-cause order: Young committed numerous recruiting violations, failed to cooperate and violated head coach responsibility. Therefore, Young shall be subject to a four-year show-cause order from **July 2, 2025, through July 1, 2029**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall prohibit Young from communicating with four-year college prospective student-athletes in December during the applicable transfer window during each year of the four-year show-cause order.¹¹ Also, Young shall be prohibited from communicating with all prospective student-athletes and off-campus recruiting activities for an additional five weeks during the second year of the show-cause order. Further, Young shall attend an NCAA Regional Rules Seminar at his own expense. Finally, Young resigned his position as chair of the NCAA Division I Women's Tennis Committee

¹⁰ The fine from the program budget must be calculated in accordance with Committee on Infractions IOPs 5-15-6 and 5-15-6-1.

¹¹ The transfer portal for women's tennis is available December 1 through 15, 2025.

in March 2025. Any member institution that employs Young in an athletically related position during the four-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.

5. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, the institution suspended Young from all athletically related duties from September 11 through November 3, 2024, and from practice and competition related to the ITA Masters from November 7 through 10, 2024, and the NCAA Division I women's tennis individual tournament that occurred from November 16 through 23, 2024. Also, the institution will suspend Young from five contests in the spring of 2025 and an additional two contests during the 2025-26 season. Those suspensions equal 12 total contests which is approximately 50% of a traditional 25-contest regular season. The provisions of this suspension apply to all athletically related duties and require that Young not be present with or have contact or communication with women's tennis coaching staff members or student-athletes during the identified suspensions. During the identified suspensions, Young 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 Young on a temporary basis during the identified suspension. The results of those contests from which Young 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.¹²

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

6. Public reprimand and censure through the release of the negotiated resolution agreement.
7. Vacation of team records: Ineligible participation in the women's tennis program occurred January through April 15, 2024, as a result of violations in this case. 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

¹² The parties note that while Young served a period of suspension in the fall of 2024, the institution has and will suspend him for certain dates of competition in the spring of 2025 and 2025-26 academic year. The parties recognize that is a departure from Bylaw 19.12.7.5 and Figure 19-1. The parties agreed to this non-traditional suspension because the institution had only two coaches in the spring of 2025, including Young, (not the permitted limit of three) and was concerned about the safety and well-being of the women's tennis student-athletes. The two contests during the 2025-26 season will be served in accordance with the requirements in Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-8. That is, Young will be suspended beginning at 12:00 a.m. on the date of the first contest and including all athletically related duties through 11:59 p.m. on the date of the second contest.

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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. However, the individual records, finishes and any awards for all student-athletes shall be retained.¹³ 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 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.

8. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all

¹³ The Committee on Infractions adopted IOP 5-15-9-1 identifying extenuating circumstances where the committee may decline to vacate individual student-athlete records. Specifically, the Committee on Infractions shall consider whether: the prospect or student-athlete was involved in or had knowledge of the violations; the violations were administrative in nature or caused by a good faith misunderstanding; the violations resulted in more than a limited benefit or competitive advantage; and the violations involving the prospect or student-athlete were Level III. In this case, Young involved student-athletes and knowingly committed violations. Because of his directions to the student-athletes, they were unaware of their involvement in violations. For these reasons, the parties agreed that the lack of a vacation of individual records is not manifestly unreasonable. Also, see *High Point University* (2025) and *University of Oklahoma* (2024).

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athletics department personnel and all institutional staff members with responsibility for recruiting legislation.

- b. Submit a preliminary report to the OCOI by **September 1, 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 **May 1st** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting four-year college prospective student-athletes.
 - d. Inform prospects in the women's tennis 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. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/or financial aid.
 - 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 women's tennis program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. 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 – Standard for Young.

If a hearing panel approves the negotiated resolution, the institution and Young agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and Young 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 Young 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 I-Mitigated for the

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institution and Level I-Standard for Young. The agreed-upon penalties align with the ranges identified for core penalties for Level I-Mitigated and Level I-Standard 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 the institution and Young 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 Young 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

Jody Conradt

Jeremy Jordan, chief hearing officer

Roderick Perry