

CASE SUMMARY

Old Westbury women's basketball program violated recruiting rules

Head coach failed to monitor booster's involvement in recruiting

Recruiting violations occurred at Old Westbury when a representative of the school's athletics interest, falsely promised women's basketball scholarships to prospective student-athletes during the 2023-24 academic year, according to a decision released by a Division III Committee on Infractions.

The representative offered full-tuition aid based on athletic ability to 10 women's basketball prospects, nine of whom committed and enrolled based on the representative's promises. Financial aid based on athletic ability is impermissible under Division III rules.

A former women's basketball head coach (head coach) engaged the representative in the recruitment process during the 2023-24 academic year without the knowledge or approval of Old Westbury's athletics administration. Although the head coach was aware of the representative's involvement, he was not aware of the representative's promises to provide scholarships to prospects.

The head coach agreed that he did not take action on potential issues stemming from the representative's involvement in recruiting activities. As a result of the head coach's failure to monitor the representative's recruiting activities, the head coach failed to promote an atmosphere for compliance in his program.

Two of the affected student-athletes chose to remain part of the women's basketball team while accepting responsibility for the full financial commitment to attend the school. However, Old Westbury failed to withhold the student-athletes from competition prior to completing the student-athlete reinstatement process. As a result, the student-athletes competed while ineligible in 11 games and 10 games, respectively, and impermissibly received actual and necessary expenses for competition.

The parties agreed to the following penalties:

- One year of probation.
- A fine of \$1,250.
- Vacation of team wins and records in which the ineligible student-athletes competed.
- A one-year show-cause order for the head coach in which any employing member school must restrict him from all recruiting activities for one month, as well as require him to conduct a rules education session with the institution's coaching staff member.
- Permanent disassociation of the representative of the institution's athletics interests.

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

- Crystal Gibson, director of athletics and recreation at St. Mary's College of Maryland.
- Ellen O'Brien, associate athletics director for compliance and senior woman administrator at Marymount University.
- Thomas Simmons, director of athletics at Ohio Northern University.
- Matt Tanney, associate vice president and director of athletics at Denison University and chair of the committee.
- Angela Givens Williams, member of the public.

NEGOTIATED RESOLUTION¹

State University of New York at Old Westbury – Case No. 020400

December 11, 2025

I. CASE SYNOPSIS

The State University of New York at Old Westbury (Old Westbury); a former head women's basketball coach (head coach); and the NCAA enforcement staff agree with the violations and penalties detailed below.

On September 7 and 8, 2024, several incoming freshman and/or junior college transfer women's basketball student-athletes brought concerns to the then head coach, and the women's basketball coaching staff, that a representative of the institution's athletics interest (representative), had promised them "full-ride" scholarships during their recruitment if they chose to attend the institution. The student-athletes described the representative as a "recruiter" for Old Westbury. The student-athletes confronted the head coach and his then assistant coach because they had received bills from the institution for tuition and fees, costs they believed would be paid by the scholarships the representative had promised.

According to several of the athletes, during a September 8 meeting, the head coach and the then assistant coach were surprised by the athletes' accounts that the representative had offered such financial aid since it was impermissible under Division III rules. During this time period, some of the student-athletes and their families contacted the representative, who purportedly claimed he was working to resolve the charges, and the athletes should not be concerned.

On September 11, four of the affected student-athletes met with Old Westbury's director of athletics and described the representative's promises of "full-ride" scholarships. On September 17, the institution verbally reported this issue to the enforcement staff. The institution and enforcement staff agreed the institution would conduct an internal inquiry and submit a report of its findings once the investigation was completed. On March 18, 2025, Old Westbury submitted its report, which included a determination that the institution did not distribute improper financial aid to any of the student-athletes; however, the representative's actions violated longstanding Division III recruiting and financial aid rules.

The institution's investigation determined that the head coach and the then assistant coach engaged the representative in the student-athletes' recruitment during the 2023-24 academic year without the knowledge or approval of Old Westbury's athletics administration. The representative led the prospects to believe that if they attended Old Westbury and participated with the women's basketball team, their educational costs would be covered in full by scholarships. The representative's statements induced nine of the prospects to commit to Old Westbury and caused some of them to forgo opportunities at other schools. Text messages, emails and other records lend

¹ In reviewing this agreement, the committee made editorial revisions pursuant to NCAA Division III Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-8-1-2. These modifications did not affect the substance of the agreement.

additional support that the representative made false or misleading statements to the student-athletes during their recruitment regarding scholarships and financial assistance.

According to the institution, the representative has no formal attachment to Old Westbury and was not known by institutional officials outside of the women's basketball coaches at the time. The representative became a representative of the institution's athletics interests because the head coach and the then assistant coaches engaged the representative in the prospects' recruitment (which is permitted by Division III legislation). The representative's connection to the Old Westbury women's basketball program was through the then assistant coach, who had known the representative for several years prior. The head coach and the then assistant coach acknowledged that they requested and utilized the representative's assistance in recruiting the prospects to Old Westbury during the 2023-24 academic year and did not notify anyone at the institution at the time.

Both coaches denied knowledge of and/or involvement in the representative's false promises of financial aid. In fact, some individuals reported that the coaches provided the prospects with true and accurate information on the actual financial commitment to attend the institution during Zoom calls in the spring and summer of 2024 before the student-athletes arrived on campus. Several women's basketball student-athletes and their parents supported the head coach's statements that he was not aware of the representative's false promises.

The institution and enforcement staff made several attempts to contact the representative, who did not respond. As a result, information in the record does not support that the head coach or his assistant coach had contemporaneous knowledge that the representative made promises of financial aid. However, the record supports that the head coach failed to monitor the representative's recruiting activities.

II. PARTIES' AGREEMENTS

Agreed-upon findings of fact and violations of NCAA legislation.

1. [NCAA Division III Manual Bylaws 13.2.1, 15.01.3, 15.3.1-(a) and 20.14.6.2 (2023-24) and 14.10.1 and 16.8.1.2 (2024-25)] (Major)

During the 2023-24 academic year, the representative offered full-tuition financial aid based on athletic ability to 10 women's basketball prospective student-athletes. Consequently, nine prospective student-athletes committed to and enrolled at the institution in reliance on the representative's promises. Additionally, the institution did

not withhold two of the student-athletes from competition during the fall of 2024.² As a result of the impermissible offers, the student-athletes competed while ineligible in 11 games and 10 games, respectively, and received actual and necessary expenses for competition while ineligible.

2. [NCAA Division III Manual Bylaw 11.1.2.1 (2023-24)] (Major)

During the 2023-24 academic year, the head coach failed to promote an atmosphere for compliance when he failed to take action on red flags in the recruitment of prospective student-athletes as outlined in Agreed-Upon Findings of Fact No. 1. Specifically, the head coach knew his assistant coach had requested an individual to recruit on behalf of the women's basketball program and became aware of his possible communications regarding financial aid offers. The head coach failed to follow up on this information with the prospective student-athletes and/or their parents to ensure the representative's communications complied with NCAA legislation and that they understood their financial obligations.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The institution and enforcement staff agree that a finding of a failure to monitor is not warranted for Old Westbury because the institution provided adequate rules education regarding the use of a representative of the institution's athletics interests in recruiting, the coaches took and passed the NCAA coaches' recruiting exam prior to recruiting and the coaches were aware that a representative of the institution's athletics interests could not offer financial aid to prospects. Further, the women's basketball coaches did not notify the director of athletics or compliance officer they were utilizing the representative to assist in recruiting.

² As this issue arose at the outset of the fall 2024 term, the institution presented the student-athletes and their families options for continued attendance at Old Westbury and/or participation on the women's basketball team. The students were provided the option to (1) participate with the women's basketball team but accept responsibility for the full financial commitment to attend the institution; (2) forego participation on the women's basketball team but remain enrolled at the institution and receive full financial aid for the 2024-25 academic year; or (3) withdraw from the institution with outstanding costs and fees forgiven. Two of the affected student-athletes chose to remain part of the women's basketball team while accepting responsibility for the full financial commitment to attend the institution. Those student-athletes subsequently competed during the fall 2024 semester before the institution learned that the offers made by the representative rendered them ineligible.

V. PARTIES' AGREED-UPON PENALTIES³

Pursuant to NCAA Bylaw 32.9.3-(e), the parties agree to the following penalties:

Penalties for Major Violations (Bylaw 19.5.2)

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. One year of probation from **December 11, 2025**, through **December 10, 2026**.⁴
3. 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 Office of the Committees on Infractions (OCOI) by **January 31, 2026**, 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 **October 30th** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to booster recruiting on behalf of the institution's sport programs;
 - d. Inform prospects in the women's basketball program in writing that the institution is on probation for one year and detail the violations committed. The information shall be provided as soon as practicable after the prospect is recruited pursuant to Bylaw 13.02.8 and, in all instances before the prospect signs a financial aid agreement or initially enrolls at the institution, whichever is earlier;
 - 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 basketball program.

³ 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 NCAA Division III Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁴ Institutions must serve probation during the prescribed penalty period.

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: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the case; and (3) 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.

4. Vacation of team and individual records: Ineligible participation in the women’s basketball program occurred during the fall of 2024 as a result of violations in this case. Therefore, pursuant to Bylaws 19.5.2-(g) and 31.2.2.3, 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 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.
5. The institution shall pay a fine of \$1,250 to the NCAA.⁵
 6. Show-cause order: The head coach failed to promote an atmosphere of compliance in the women's basketball program. Therefore, the head coach shall be subject to a one-year show-cause order from **December 11, 2025**, through **December 10, 2026**. In accordance with Bylaw 19.5.2.2 and Committee on Infractions Internal Operating Procedure 5-16-1, any employing member institution shall restrict the head coach from all recruiting activities for one month. Additionally, the head coach shall be required to conduct a rules education session with the institution's coaching staff members regarding the limits on using representatives of the institution's athletics interests to assist in recruiting. Any member institution that employs the head coach 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.
 7. Disassociation: Old Westbury shall disassociate the representative of the institution's athletics interests permanently beginning with the release of this infractions decision on December 11, 2025. Pursuant to Bylaw 19.5.2-(r), during the period of disassociation, the institution shall:
 - a. Refrain from accepting any assistance from the representative of the institution's athletics interests and his business that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
 - b. Refuse financial assistance or contributions to Old Westbury's athletics program from the representative of the institution's athletics interests or his business interests;
 - c. Refrain from providing any benefit to the representative of the institution's athletics interests and his business interests either directly or indirectly, that is not available to the general public; and
 - d. Take such other actions that Old Westbury determines to be within its authority to eliminate the involvement of the representative of the institution's athletics interests in the institution's athletics program.

⁵ In considering the value of the fine, the institution proactively allocated costs to securing an outside audit to review the institution's compliance program. (See Item No. 2 of the institution's corrective actions)

8. Old Westbury shall prohibit representatives of the institution's athletics interests from recruiting in the women's basketball program for one year beginning with the release of this infractions decision on December 11, 2025.
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 NCAA Division III 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 32.9, and 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 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 the violations identified in this agreement occurred and should be classified as major.

If the Committee on Infractions approves the negotiated resolution, the institution and the head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and the 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 Bylaw 19.5.

The OCOI will monitor the penalties during their effective periods. Any action by the institution and the 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. Additionally, as required by NCAA legislation for any institution involved in a major infractions case, Old Westbury shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, December 11, 2025.

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 Committee on Infractions, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the Committee on Infractions reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 32.8) or notice of allegations (Bylaw 32.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should the Committee on Infractions approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VII. DIVISION III COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 32.9.6, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI may reject a negotiated resolution agreement only if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 32.9.7. In this case, the COI determines that the agreed-upon facts, violations, and type of violations are appropriate for this process. The agreed-upon penalties align with the penalties available under Bylaw 32.9 and with past case guidance. Pursuant to Bylaw 32.9.6, this negotiated resolution has no precedential value.

The COI advises Old Westbury 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 the 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 DIVISION III COMMITTEE ON INFRACTIONS

Crystal Gibson
Ellen O'Brien
Thomas Simmons
Matthey Tanney, chair
Angela Givens-Williams

APPENDIX

**STATE UNIVERSITY OF NEW YORK AT
OLD WESTBURY'S CORRECTIVE ACTIONS**

1. NCAA Regional Rules Seminar Attendance - To bolster a campus-wide understanding of NCAA rules and to strengthen the institution's culture of compliance, Old Westbury sent a delegation of 10 individuals from athletics, enrollment management and compliance to the 2025 NCAA Regional Rules Seminar in Indianapolis. The institution is committed to sending a delegation to Regional Rules every year (rotating coaches and staff) to promote broad, ongoing education and shared accountability throughout campus.

2025 Attendees:

- Director of athletics
 - Assistant to the director of athletics for external operations/head coach, softball
 - Vice president for enrollment management and marketing (oversees financial aid and admissions)
 - Assistant director of athletics for compliance and internal operations
 - Head men's soccer coach
 - Head men's and women's cross country coach
 - Assistant women's soccer coach
 - Head women's volleyball coach
 - Head men's basketball coach
 - Head women's soccer coach
2. External Compliance Review - Old Westbury has scheduled a formal, two-day "Blueprint for Compliance" review to be conducted on-campus by Double LL Consulting from September 22 to 23, 2025. The consultants will evaluate the institution's current compliance systems and recommend enhancements to ensure proper alignment with industry standards and best practices, as well as NCAA expectations. Upon receiving a final report from the consultants, the institution will incorporate all recommendations into campus operations and compliance systems/infrastructure.
 3. Teamworks Compliance Software Implementation - To modernize compliance oversight and improve interdepartmental integration, Old Westbury purchased Teamworks compliance and recruiting software, which will assist the University in the following areas:
 - Centralize and automate all compliance documentation/forms;
 - Better integrate athletics with admissions, financial aid, registrar and bursar's offices;
 - Sync with admissions' software platform (Slate); and
 - Enable more transparent, accountable, and real-time tracking of recruiting and eligibility documentation

4. Annual Coaches Retreat and Real-Time Compliance Testing – The institution has implemented an annual “Coaches Retreat Day,” which will serve as a cornerstone of Old Westbury’s compliance education and certification program. The retreat will include the following:
 - Administration of the NCAA recruiting certification exam to all coaches;
 - Comprehensive review of NCAA compliance updates, internal policies/procedures and university expectations;
 - Reinforcing institutional policies related to student-athlete recruitment and support; and
 - CPR/AED certification and training