

CASE SUMMARY

Violations occurred in Boston U. men's tennis program

Former men's tennis head coach and assistant coach violated ethical conduct rules

Ethical conduct violations occurred in the Boston U. men's tennis program when former men's tennis head coach Dejan Stankovic and former men's tennis assistant coach Jesse Frieder arranged for an ineligible student-athlete to compete under a different name, according to a decision released by a Division I Committee on Infractions panel.

Stankovic and Frieder previously agreed to their violations and penalties via negotiated resolution. The school agreed to its violations but contested one of its prescribed penalties, and the case was resolved via summary disposition.

Specifically, the parties agreed that during the 2024 men's tennis season, the program was short on eligible student-athletes due to injuries within the program. To make up for the shortage, Stankovic and Frieder arranged for the ineligible student-athlete — who had not yet been cleared through the NCAA Eligibility Center — to compete under the names of other eligible student-athletes over three dates of competition. He was also ineligible because prior to some of those matches, he had been designated as a student manager for the team, which resulted in him forfeiting any remaining eligibility in the sport.

The two coaches agreed that they violated ethical conduct rules for their involvement in the violations. Stankovic also failed to cooperate with the investigation when he instructed two student-athletes to provide false or misleading information to the school about the ineligible student-athlete's competition. However, the following day, Stankovic encouraged those individuals to be truthful. Finally, Stankovic violated head coach responsibility rules.

Boston U.'s portion of this case was resolved through the summary disposition process, a cooperative effort where the involved parties collectively submit the case to the Committee on Infractions in written form. The NCAA enforcement staff and the university must agree to the facts, violations and overall level of the case to use this process instead of a formal hearing. At issue was the length of the probationary period, with the panel proposing a two-year term of probation following its initial review of the summary disposition. The school contested the penalty at an expedited hearing, arguing that no probationary period was warranted. After the hearing, the panel prescribed one year of probation to address the serious nature of the violations and align with past cases. The panel specifically noted that the Committee on Infractions has prescribed at least one year of probation in every Level I or Level II case for the past eight years.

The following Level II-mitigated penalties for the school, Level II-aggravated penalties for Stankovic, and Level II-standard penalties for Frieder apply:

- One year of probation.
- A \$25,000 fine (self-imposed by the university).
- A vacation of records in which the student-athlete participated while ineligible (self-imposed by the university).

- A one-year prohibition against the men's tennis team using a student manager (self-imposed by the university, served during the 2025-26 academic year).
- A two-year show-cause order for Stankovic, during which any employing NCAA member school must suspend him from 30% of the first men's tennis season during his employment and require him to attend the NCAA Regional Rules Seminar.
- A one-year show-cause order for Frieder, during which any employing NCAA member school must suspend him from 10% of the first men's tennis season during his employment and require him to attend the NCAA Regional Rules Seminar.

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

- Douglas Archie, executive associate athletics director for compliance at Ohio State.
- Jody Conradt, retired women's basketball head coach and special assistant to athletics at Texas.
- Richard Ensor, chief hearing officer for the panel and former commissioner of the Metro Conference.
- Amy Parsons, president of Colorado State.
- Roderick Perry, former athletics director at Indiana University-Purdue University Indianapolis.
- Mary Schutten, executive vice president and provost at Central Michigan.
- Steve Waterfield, athletics director at Oakland.



**BOSTON UNIVERSITY
PUBLIC INFRACTIONS DECISION
September 3, 2026**

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The COI decides infractions cases involving member institutions and their staffs.¹ This case involved the conduct of two former Boston University (BU) men's tennis coaches—former head coach Dejan Stankovic and former assistant coach Jesse Frieder—who arranged for an ineligible student-athlete to compete under an assumed name.² The case also involved Stankovic's initial failure to cooperate and his violation of head coach responsibility legislation.

A panel of the COI considered this case through the cooperative summary disposition process in which the institution and the enforcement staff agreed to the primary facts, violations and violation levels as fully set forth in the Summary Disposition Report (SDR).³ Through that process, the panel classified BU's case as Level II-Mitigated and accepted the institution's proposed financial penalty and self-imposed vacation of records. Consistent with the Level II-Mitigated classification, the panel also proposed one additional penalty for BU—a two-year probationary period—which the institution contested at an expedited penalty hearing. Following the hearing, the panel determined that a one-year probationary period more appropriately aligned with the facts and circumstances of the institution's case.

The violations at the center of this case occurred in the fall of 2024, when the men's tennis team was short on eligible student-athletes due to injuries. To make up for the shortage, Stankovic and Frieder arranged for an ineligible student-athlete (student-athlete 1) to compete under the names of other eligible student-athletes during three dates of competition in October and November 2024. At the time student-athlete 1 competed in these matches, he had not received final amateurism or eligibility certification. Additionally, prior to the November matches, he was designated a student-manager for the team, thereby forfeiting any remaining eligibility in the sport. BU and the enforcement staff agreed that the two coaches' conduct violated NCAA ethical conduct legislation and resulted in additional violations of eligibility, certification and benefits legislation stemming from student-athlete 1's ineligible competition. This is a collective Level II violation for BU.

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

² A member of the Patriot League, BU has an enrollment of approximately 38,000 students. It sponsors 10 men's and 14 women's sports. This is the institution's first Level I, Level II or major infractions case.

³ Stankovic and Frieder chose to process their cases via negotiated resolution (NR). Thus, BU and the enforcement staff are the only parties to the SDR. A subset of this panel approved the NR for Stankovic and Frieder on January 15, 2026. The approved NR can be found at Appendix Three.

An additional violation occurred when Stankovic initially failed to cooperate with the institution's inquiry into the violations. Specifically, Stankovic instructed student-athlete 1 and another men's tennis student-athlete to deny any knowledge of or involvement in the violations when questioned by the institution. The following day, however, Stankovic changed course and instructed all men's tennis student-athletes to provide truthful information. BU and the enforcement staff agreed that Stankovic did not meet his legislated responsibility to cooperate when he instructed the student-athletes to provide false or misleading information. Because Stankovic was employed by BU at the time, the institution shares responsibility for the conduct. The violation is Level II.

Finally, due to Stankovic's personal involvement in the violations, BU and the enforcement staff agreed that he violated the principles of head coach responsibility. This violation is also Level II for the institution.

After considering applicable aggravating and mitigating factors, the panel classifies this case as Level II-Mitigated for BU. Utilizing the applicable penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: one year of probation, a fine of \$25,000 and vacation of wins and records.

II. CASE HISTORY

The violations in this case came to light in November 2024, when one of the student-athletes under whose name student-athlete 1 competed contacted BU's director of athletics (AD). The student-athlete notified the AD of the arrangement and expressed concern about the potential negative impact on his remaining eligibility due to the competition being incorrectly recorded in his name. After conducting an internal inquiry, BU terminated Stankovic's and Frieder's employment on November 19 and reported the potential violations to the enforcement staff on November 22. A cooperative investigation between the institution and the enforcement staff followed.

In September 2025, BU, Stankovic and Frieder sought and received approval from the COI chair to process their respective cases via negotiated resolution. A few months later, however, the enforcement staff and BU notified the chair that they were unable to reach agreement on penalties—specifically, the inclusion of probation as an institutional penalty—and requested approval to resolve the institution's case via summary disposition. The chair approved this request on November 24, 2025.

The enforcement staff, Stankovic and Frieder jointly submitted an NR to the COI on December 5, 2025. A three-member subset of this panel approved the NR on January 15, 2026, and the penalties for Stankovic and Frieder became effective as of that date.

On April 2, 2026, the enforcement staff and BU submitted an SDR to the COI. The hearing panel expanded to seven members consistent with Bylaw 19.4.3 and reviewed the SDR on May 1, 2026. The panel accepted the parties' agreed-upon facts, violations and violation levels, as well as BU's self-imposed penalties. The panel classified BU's case as Level II-Mitigated and proposed a two-

year probationary period consistent with that classification. On May 22, 2026, the institution requested an expedited penalty hearing to contest the proposed probation penalty. BU's request noted that the institution did not contest the panel's application of aggravating and mitigating factors or its classification of the institution's case as Level II-Mitigated.

BU submitted its pre-hearing written submission on July 7, 2026. The panel held an expedited penalty hearing via videoconference on July 21, 2026.

III. PARTIES' AGREEMENTS

BU and the enforcement staff jointly submitted an SDR that identified the agreed-upon factual basis, violations of NCAA legislation and violation levels.⁴ The SDR identified the following:

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 11.02.5-(e), 11.02.5-(f), 12.1.1.1.3, 12.1.1.1.3.1, 12.10.2, 12.11.1, 14.01.1 and 16.8.1) (2024-25)] (Level II)

Between October 26 and November 10, 2024, Frieder and Stankovic engaged in unethical conduct when they knowingly arranged for student-athlete 1 to compete in three dates of competition under an assumed name or with an intent to deceive. Additionally, during this time, student-athlete 1 practiced without completing his amateurism certification through the NCAA Eligibility Center, competed while ineligible in three dates of competition, and received actual and necessary travel expenses for the three dates of competition. Specifically, on October 26, student-athlete 1 began practicing beyond the 45-day temporary certification period. On October 27, Frieder and Stankovic arranged for student-athlete 1 to practice and compete under the name of another men's tennis member in an away singles match against Bryant University without amateurism certification and the institution certified his eligibility. Further, on November 9 and 10, Frieder and Stankovic arranged for student-athlete 1, who was designated as a student manager November 4, and therefore forfeited his remaining eligibility in the sport, to compete under the names of two other members of the men's tennis team in two doubles matches against a mixed Boston College and Cornell University team.

2. [NCAA Division I Manual Bylaws 19.2.1, 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2024-25)] (Level II)

On November 11, 2024, Stankovic failed to cooperate with the institution when he knowingly directed student-athletes 1 and 2 to provide false or misleading information to the institution by denying student-athlete 1 competed on behalf of the institution.

⁴ This decision provides the agreed-upon factual basis, violations and violation levels exactly as stated in the SDR, except for shortening references to the parties.

The following day, Stankovic encouraged the men's tennis team members to provide truthful information to the institution.

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2024-25)] (Level II)

Between October 26 and November 11, 2024, Stankovic is responsible for the violations detailed in Violation Nos. 1 and 2.

IV. REVIEW OF CASE

Agreed-Upon Violations

The submitted SDR fully details the parties' positions and includes the agreed-upon primary facts, violations, violation levels and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and the respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that the facts constitute violations of NCAA legislation. Specifically, the panel concludes that Stankovic and Frieder arranged for an ineligible student-athlete to compete under an assumed name, resulting in violations of multiple NCAA bylaws. Additionally, Stankovic failed to cooperate and violated head coach responsibility legislation. All violations are Level II.

Between October 26 and November 10, 2024, Stankovic and Frieder arranged for student-athlete 1 to compete in three dates of competition under the names of other BU men's tennis student-athletes. Student-athlete 1 was not eligible to compete at the time. Stankovic's and Frieder's conduct violated Bylaw 10 ethical conduct legislation, and student-athlete 1's ineligible competition resulted in violations of eligibility, certification and benefits legislation under Bylaws 11, 12, 14 and 16.⁵

Bylaw 10 outlines the principles of ethical conduct, with Bylaw 10.01.1 setting forth the general rule that institutional staff members and student-athletes must act with honesty and sportsmanship. Bylaw 10.1 includes a non-exhaustive list of behaviors identified as unethical conduct, including engaging in any athletics competition under an assumed name or with an intent to otherwise deceive. *See* Bylaw 10.1-(d).

Bylaws 12 and 14 govern athletics and academic eligibility, respectively. Pursuant to Bylaw 12.1.1.1.3, a student-athlete must receive final certification of amateur status prior to engaging in practice or competition. Bylaw 12.1.1.1.3.1 establishes a temporary certification period, during which a student-athlete who has not yet received final amateurism certification may practice, but not compete, for a maximum of 45 days. Additionally, a student-athlete is not eligible to represent an institution in competition if the student-athlete's name does not appear on the squad list compiled by the institution. *See* Bylaw 12.10.2. Pursuant to Bylaws 11.02.5-(e) and -(f), an

⁵ The full text of all bylaws violated in this case can be located at Appendix Two.

individual serving as a student manager forfeits any remaining eligibility in the sport at the institution where the individual serves as manager and may not participate in countable athletically related activities. Institutions have a responsibility to withhold ineligible student-athletes from competition pursuant to Bylaws 12.11.1 and 14.01.1. Relatedly, under Bylaw 16.8.1, institutions may not provide actual and necessary competition-related expenses to ineligible student-athletes.

The actions of Stankovic and Frieder establish a violation of the membership's ethical conduct standards. The two coaches were aware that student-athlete 1 was ineligible to compete, as he had not completed his amateurism certification through the NCAA Eligibility Center.⁶ But they nonetheless arranged for him to participate in matches under the names of other team members because the team was short on eligible players due to injury. The first such arrangement began on October 26, 2024, when Stankovic and Frieder permitted student-athlete 1 to practice beyond the 45-day temporary certification period. The following day, the two coaches arranged for student-athlete 1 to practice and compete under the name of another team member in a singles match against Bryant University.

Subsequently, on November 4, 2024, student-athlete 1 was designated a student manager for the team and thereby forfeited any remaining eligibility in the sport pursuant to Bylaw 11.02.5-(f). Shortly thereafter, on November 9 and 10, Stankovic and Frieder again arranged for student-athlete 1 to compete under the names of two other team members in two doubles matches against a mixed Boston College and Cornell University team.⁷

When Stankovic and Frieder arranged for student-athlete 1 to compete under the names of other student-athletes, they violated Bylaw 10.1-(d). Additionally, student-athlete 1's participation in practice and competition while ineligible resulted in violations of Bylaws 12.1.1.1.3, 12.1.1.1.3.1, 12.10.2, 12.11.1, 14.01.1 and 16.8.1. When student-athlete 1 competed after being designated a student manager, violations of Bylaws 11.02.5-(e) and -(f) occurred.

The COI has previously concluded that Level II violations occurred when coaching staff members directed or permitted student-athletes to compete under assumed names. *See Mississippi Valley State University* (2017) (concluding via summary disposition that a Level II violation occurred when the head cross country coach directed three student-athletes to compete under assumed names during one meet despite knowing the institution had not completed the student-athletes' eligibility certification) and *Jackson State University* (2016) (concluding via summary disposition that a Level II violation occurred when the head men's tennis coach knowingly allowed a student-athlete who was a nonqualifier to compete under the name of an eligible student-athlete on one occasion). *See also Saint Peter's University* (2016) (concluding via summary disposition that a Level II violation occurred when, for an entire semester, the head men's and women's swimming coach knowingly permitted four student-athletes to compete while ineligible under their own names).

⁶ Student-athlete 1 tried out for the team during the fall of 2024 but did not earn a spot on the roster.

⁷ These contests were not part of a conference tournament or regular season match that counted toward the team's standings or record.

The conduct of Stankovic and Frieder is similar in type and scope to the Level II violations in these cases. Consistent with case guidance and Bylaw 19.1.3, the unethical conduct, eligibility, certification and benefits violations constitute a collective Level II violation for the institution.

An additional violation occurred when Stankovic instructed two student-athletes to provide false or misleading information when questioned by the institution. In doing so, Stankovic failed to cooperate in violation of Bylaw 19.

Bylaw 19.2.1 establishes the responsibility to cooperate. It states that current and former institutional staff members have an affirmative obligation to cooperate fully with the infractions process. Among other things, this includes the responsibility to provide complete and truthful information. Pursuant to Bylaw 19.2.2-(c), an individual fails to cooperate when they provide or attempt to influence others to provide false or misleading information to the NCAA or the individual's institution.

Stankovic did not meet the responsibility to cooperate at the outset of BU's inquiry in this case. When he was questioned by the institution, he initially denied that student-athlete 1 competed while ineligible. Moreover, he instructed student-athlete 1 and another men's tennis student-athlete to deny any knowledge of or involvement in student-athlete 1's ineligible competition when questioned by BU. Both student-athletes complied with this directive. The following day, however, Stankovic reversed course, admitted to his conduct, and instructed all men's tennis student-athletes to provide truthful information to the institution.

BU and the enforcement staff agreed, and the panel concludes, that Stankovic violated Bylaws 19.2.1 and 19.2.2-(c) when he directed the student-athletes to provide false or misleading information.⁸ Because Stankovic was employed by BU at the time this conduct occurred, the institution shares responsibility for the violation.

Failure to cooperate is presumptively a Level I violation under Bylaw 19.1.2-(c). However, in circumstances involving partial cooperation—*e.g.*, where an individual initially fails to cooperate but later participates, or where an individual stops cooperating for a period of time before resuming cooperation—the COI has sometimes concluded the violations were Level II. *See University of California, Los Angeles (UCLA)* (2025) (concluding that an assistant cross country coach committed a Level II violation when he refused to interview for a period of four months before finally agreeing to participate in an interview); *Rutgers, the State University of New Jersey, New Brunswick* (2017) (concluding a Level II violation occurred when an assistant football coach knowingly provided false or misleading information about his impermissible recruiting contact with a prospect but later admitted the violation in his response to the notice of allegations and at

⁸ The parties did not identify Stankovic's own provision of false or misleading information as a component of the Bylaw 19.2.2-(c) violation. The panel considered whether this conduct was appropriately excluded from the violation. However, mindful of the standard of review for SDRs, the panel ultimately deferred to the parties' agreement. *See* Bylaw 19.9.3.3.1 (stating that violations and issues agreed upon by the participating parties in an SDR are presumed appropriate and shall be accepted by the hearing panel unless acceptance would not be in the best interests of the Association). Substantively, the inclusion would not have a material impact on the institution's case or the corresponding penalties.

the infractions hearing); and *University of North Carolina, Chapel Hill* (2017) (concluding that a curriculum secretary committed a Level II violation when she did not participate in the investigation for nearly three years but eventually participated in an interview and attended the infractions hearing).

Here, Stankovic's failure to cooperate lasted only one day. Accordingly, consistent with these cases, the violation is Level II.

Finally, due to Stankovic's personal involvement in arranging for student-athlete 1's ineligible competition, the involvement of his assistant coach in the violation, and Stankovic's initial failure to cooperate, he violated the principle of head coach responsibility under Bylaw 11. Pursuant to Bylaw 11.1.1.1, a head coach is automatically responsible for both their personal involvement in violations and the actions of those who report to them. Although individual in nature, head coach responsibility violations are shared between the head coach and the institution that employed them at the time of the violation.

Consistent with Bylaw 19.1.3-(e), the COI has regularly concluded that Level II head coach responsibility violations occur when they derive from underlying Level II conduct. *See University of Iowa* (2026) (concluding a Level II head coach responsibility violation occurred when the head coach was involved in an underlying Level II impermissible contact violation); *Mississippi Valley* (concluding via summary disposition that a Level II head coach responsibility violation occurred when the head coach arranged for student-athletes to compete under assumed names, also a Level II violation); and *Jackson State* (same). As in these cases, the head coach responsibility violation is Level II for BU.

Contested Penalty

BU contested the panel's proposed two-year probationary period, arguing that probation is not an appropriate penalty in this case. The institution made three primary arguments in support of its position: (1) the violations in this case were the product of rogue actors, not failed compliance systems; (2) in past cases involving similarly situated institutions, the COI has declined to prescribe probation or has prescribed only a one-year probationary period; and (3) probation would have a disproportionately negative impact on the institution's athletic programs. After considering these arguments, the panel maintains a probation penalty to address the serious violations that occurred in this case and provide oversight and accountability as the institution implements its self-imposed corrective measures. However, the panel reduces the probationary period to one year, which more appropriately aligns with the facts and circumstances of the institution's case, as well as recent case guidance.

As a starting point, this case involved significant and intentional violations committed by an experienced head coach and assistant coach. Stankovic and Frieder engaged in unethical conduct when they arranged for student-athlete 1 to compete while ineligible under the names of other student-athletes. Stankovic then compounded his violation and attempted to conceal his conduct by providing untruthful information and directing two student-athletes to do the same. The serious

nature of the violations that occurred within BU's tennis program alone warrants at least a one-year probationary period.

BU argued, however, that these violations did not demonstrate any deficiencies or gaps in the institution's compliance systems that required the remediation of a probationary period. BU claimed that the violations were the result of "deliberatively deceptive actions of coaches determined to break the rules and evade detection" and did not indicate any broader cultural concerns within the athletics department. The institution also noted that it responded to the violations swiftly and decisively by commencing an investigation less than 24 hours after the last violation, terminating the coaches' employment and promptly reporting the violations to the NCAA. Thus, BU claims that probation would serve no purpose in this case.

The panel disagrees. As an initial matter, the panel is not persuaded that these violations do not signify any cultural concerns for the institution. It is difficult to believe that a coach of Stankovic's experience and tenure at BU would engage in this type of conduct without believing—rightly or wrongly—that there were weaknesses in the institution's systems that would allow the conduct to go undetected. While the institution's separation from the bad actors may go a long way toward shifting the culture, it is not a cure-all. A limited one-year probationary period provides an opportunity for BU to devote additional attention and resources to the ongoing endeavor of fostering and maintaining a culture of compliance. In other words, it is an opportunity for improvement in certain areas and reinforcement in others. Probation provides all staff—athletics and institutional—the opportunity to refocus on the culture of compliance and how they fit into it.

Moreover, an institution can have strong preexisting compliance systems and still benefit from the oversight and accountability that probation provides. At the expedited penalty hearing, the institution discussed the enhanced education it is providing to coaches and student-athletes as a corrective measure to address the violations that occurred in this case. These efforts, which the panel commends, seem to demonstrate the institution's recognition that at least some remediation is necessary. Indeed, even in a strong program, there is always room for improvement. A one-year probationary period is a reasonable oversight mechanism to help ensure that BU's educational efforts continue and are effective.

For these reasons, the COI has consistently prescribed or approved at least one year of probation in every Level I and II case for the past eight years.⁹ This includes cases in which the COI identified no deficiencies in the institutions' compliance programs and even commended the effectiveness of those programs. *See University of Iowa* (2026) (prescribing one year of probation for the institution's Level II-Mitigated case that did not include failure to monitor or lack of institutional control violations or expressly identify any shortcomings in the institution's compliance systems); and *Louisiana State University* (2022) (prescribing one year of probation for the institution's Level II-Mitigated case despite awarding the institution a mitigating factor for effective compliance systems and praising the institution's proactive and comprehensive education

⁹ Bylaw 19.11.3 expressly states that approved negotiated resolutions have no precedential value. The COI does not rely on them here aside from establishing the fact that for almost a decade, every Level I or Level II case has involved at least one year of probation.

efforts). Additionally, over 80 percent of these cases were resolved through the NR process, which appears to reflect a general understanding among the membership that at least a minimal probationary period is expected when a case includes a Level I or Level II violation.

Despite the COI's consistent approach to prescribing probation, BU claimed that the COI has recently approved several NRs with no probationary periods in cases involving sports betting violations.¹⁰ BU's reliance on these cases misunderstands their procedural posture, as they are not *institutional* cases. Rather, they pertain only to the conduct of the involved individuals who engaged in sports betting activity. Although the membership's bylaws hold institutions and involved individuals responsible for violations at the same level (*see* Bylaw 19.1.1), Bylaw 19.1.1.1 provides a limited exception to this rule for sports betting violations. Specifically, when a sports betting violation does not involve integrity concerns or a lack of institutional oversight, the violation may be processed at different levels for the institution and the involved individual. Thus, the majority of sports betting cases—including all cases cited by BU—have been processed as Level III for the institution and Level I or Level II for the involved individual. Level III cases are processed by the enforcement staff and do not include probation as an available penalty. *See* Bylaws 19.12.10 and 19.4.2. Stated more directly, BU's assertion that the COI declined to prescribe probation in these cases is simply incorrect.

Lastly, BU claimed that probation would lead to a host of disproportionately adverse effects for the institution's athletic programs and student-athletes. More specifically, the institution asserted that probation would result in reputational harm to the entire athletics department that would, among other things, diminish NIL opportunities, hamper recruiting, cause current student-athletes to transfer, and result in reduced ticket sales and donor giving. When the panel questioned the institution about these concerns at the expedited hearing, BU acknowledged that they were speculative in nature. BU could not quantify these hypothetical consequences of probation, nor could it point to evidence that other institutions on probation have suffered these adverse effects. The panel gave this argument no weight.

While the rationale identified above supports maintaining a probationary period for BU, the panel reduces that period from two years to one. After further considering the facts and circumstances of this case, including BU's compliance program and its swift institutional response to the violations, the panel determines that a one-year probationary period more appropriately addresses the institution's violations. Additionally, a one-year period aligns with other cases in which involved individuals committed violations notwithstanding the presence of effective institutional compliance systems. *See Iowa* and *LSU*.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involves Level II violations of NCAA legislation. In considering penalties, the panel first reviewed

¹⁰ Specifically, BU cited *Virginia Military Institute* (2025), *Baylor University* (2025), *Iowa State University* (2025), *Gardner-Webb University* (2025), *Northern Arizona University* (2025), *Indiana University, Bloomington* (2025) and *Temple University* (2025).

aggravating and mitigating factors pursuant to Bylaws 19.12.2, 19.12.3 and 19.12.4 to determine the appropriate classifications for BU's case. The panel determined the below-listed aggravating and mitigating factors applied and assessed the factors by weight and number. Unless otherwise noted, the panel applied the factors with traditional weight (*i.e.*, the panel did not afford the factors additional or less weight). Based on its assessment, the panel classifies the institution's case as Level II-Mitigated.

Aggravating Factors for BU

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-(e): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

Bylaw 19.12.3.1-(f): One or more violations caused ineligible competition.

Bylaw 19.12.3.1-(i): Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority.

BU agreed in the SDR that Bylaw 19.12.3.1-(f) applied to the institution but contested the application of the other three factors. The panel determines that all four factors apply and affords them traditional weight.

As a general matter, the application of these factors does not undervalue or dismiss BU's actions once it became aware of the violations in this case. In the SDR, BU argued that certain aggravating factors should not apply because Stankovic and Frieder should be held responsible for the factor and/or BU responded to the conduct appropriately. Both can be true, and the aggravating factor may still apply. Aggravating and mitigating factors are divided into institutional and individual factors. *See* Bylaws 19.12.3.1 and 19.12.4.1. Thus, whether the same or a similar factor may also apply to an individual is a separate and distinct analysis. Additionally, facts that support application of a mitigating factor (*i.e.*, acceptance of responsibility, decisive and meaningful response, etc.) do not preclude the application of aggravating factors. These, too, are distinct analyses.

With respect to Bylaw 19.12.3.1-(a), *Multiple Level I/II violations*, the factor applies because BU agreed that it was responsible for three Level II violations. In the SDR, BU argued that the factor should not apply because all three violations arose from a single course of conduct for which Stankovic and Frieder were solely responsible. However, the COI has previously rejected the argument that derivative violations (*i.e.*, failure to cooperate, head coach responsibility, failure to monitor and lack of institutional control) should not count toward an institution's total number of violations for purposes of this factor. *See University of Memphis* (2023) (applying the factor to the head men's basketball coach, who was responsible for recruiting and head coach responsibility violations, and noting that the COI "regularly applies the factor when the second violation is derivative of the underlying violation"); and *Creighton University* (2021) (applying the factor to the institution and noting that the involved coach's underlying violation and subsequent failure to cooperate "involved separate and independent actions, which established separate and independent

violations” for which the institution was also responsible).¹¹ Thus, consistent with the plain language of the factor and past case guidance, the factor applies to BU.

Regarding Bylaw 19.12.3.1-(e), *Persons of authority condoned, participated in or negligently disregarded the violation*, BU argued the factor should not apply to the institution because the two involved coaches acted contrary to institutional expectations and deliberately withheld information from compliance and senior administrative staff. BU also noted that it took immediate and decisive action once the violations were identified, including removing both coaches from their positions. Although the panel acknowledges and commends BU’s efforts, the factor nonetheless applies.

The COI has routinely applied this factor to institutions when coaching staff members—particularly head coaches—are directly involved in violations. *See Iowa* (applying the factor to the institution when the head football coach and his assistant coach were personally involved in impermissible contact violations); *High Point University* (2025) (applying the factor to the institution when the head women’s volleyball coach was directly involved in CARA, extra benefits and recruiting inducement violations); and *University of Tennessee, Knoxville* (2023) (applying the factor’s predecessor, Bylaw 19.9.3-(h), to the institution when the head football coach and multiple assistant coaches were directly involved in recruiting and extra benefits violations). Here, BU agreed that the head coach and assistant coach, both persons of authority within the men’s tennis program, were personally involved in violations. Thus, the factor applies.

Finally, the institution disputed Bylaw 19.12.3.1-(i), *Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority*, because it disagreed that the institution engaged in any intentional disregard of NCAA legislation. BU also noted that it promptly reported the violations, accepted responsibility and implemented significant corrective measures, and it did not seek to minimize the conduct or prioritize competitive considerations over compliance obligations. Again, the panel commends these efforts, and those facts may support the application of certain mitigating factors, but they do not render this aggravating factor inapplicable.

BU’s arguments focused primarily on the institution’s actions following its discovery of the violations. However, the application of this factor has historically related to the conduct that comprised the underlying violations in the case. The COI has consistently applied the factor (and its predecessor, Bylaw 19.9.3-(m)) to institutions when their staff members engaged in conduct they knew to be contrary to NCAA legislation or when they acted without regard for any possible violations that may result. *See Iowa* (applying the factor to the institution when two football coaches contacted a student-athlete who was not in the transfer portal, and noting that the assistant coach was aware the student-athlete had not entered the portal and the head coach should have asked more questions before agreeing to talk with the student-athlete); and *Tennessee* (applying the factor to the institution when multiple football staff members, including the head coach, knowingly and intentionally violated recruiting and benefits legislation).

¹¹ Prior to 2023, this factor was split into two separate aggravators—Bylaw 19.9.3-(a), *Multiple Level I violations*, and Bylaw 19.9.3-(g), *Multiple Level II violations*. *Creighton* involved the application of the former, and *Memphis* involved the application of the latter.

When Stankovic and Frieder committed the violations in this case, they were carrying out their institutionally derived roles and responsibilities—coaching men’s tennis competitions. These two coaches with institutionally derived authority to select and identify who represented the team in competition intentionally played a student-athlete whom they knew to be ineligible on more than one occasion. Furthermore, they arranged for him to compete under the names of other eligible student-athletes, which is intentionally deceptive conduct. Thus, application of the factor is consistent with its plain language and with past case guidance.

Mitigating Factors for BU

Bylaw 19.12.4.1-(a): Prompt self-disclosure of the violations.

Bylaw 19.12.4.1-(b): Prompt acknowledgement and acceptance of responsibility for the violations.

Bylaw 19.12.4.1-(e): An established history of self-reporting Level III violations (at minimum, five violations per year for the previous five years).

Bylaw 19.12.4.1-(g): The absence of prior conclusions of Level I, Level II or major violations in the past 10 years.

BU and the enforcement staff agreed to the application of all four factors. BU did not propose, nor did the panel identify, any additional mitigating factors that applied to the institution. The panel determines that the four agreed-upon factors apply and affords them traditional weight.

Core Penalties for Level II-Mitigated Violations (Bylaw 19.12.7)¹²

1. Probation: One year of probation from **September 3, 2026, through September 2, 2027.**
2. Financial Penalty: BU shall pay a fine of \$25,000. (Self-imposed.)

Additional Penalties for Level II-Mitigated Violations (Bylaw 19.12.9)

3. Public reprimand and censure through the release of the public infractions decision.
5. Vacation of wins and records: Ineligible participation occurred in the men’s tennis program 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-athlete competed from the time he became ineligible through the time he was reinstated as eligible for competition. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time he was ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records,

¹² 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 notify the COI of the impossibility and must complete the penalty at the next available opportunity.

finishes and any awards of the student-athlete shall also be vacated. Further, the institution's records regarding the men's tennis 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 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 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. A copy of the written report shall also be delivered to the Office of the Committees on Infractions (OCOI) at the same time.

6. During the period of probation, BU shall:

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation;
- b. Submit a preliminary compliance report to the OCOI by **October 15, 2026**, setting forth a schedule for establishing the compliance and education program;
- c. File with the OCOI an annual compliance report indicating the progress made with this program by **July 1st** during the one-year probationary term. Particular emphasis shall be placed on educating staff, coaches and managers on eligibility and ethical conduct legislation;
- d. Inform prospects in the men's tennis program in writing that the institution is on probation for one year 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; and

- 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 program 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 affected sports 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.
- 7. The institution prohibited the men's tennis team from utilizing a student manager during the 2025-26 academic year. (Self-imposed.)
- 8. Following the receipt of the final compliance report and prior to the conclusion of probation, BU's president shall provide a letter to the COI affirming that BU's current athletics policies and practices conform to all requirements of NCAA regulations.

The COI advises BU that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor BU 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 BU does not comply or commits additional violations. Likewise, any action by BU 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

Douglas Archie
Jody Conradt
Richard Ensor, Chief Hearing Officer
Amy Parsons
Roderick Perry
Mary Schutten
Steve Waterfield

APPENDIX ONE

**BOSTON UNIVERSITY'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE APRIL
2, 2026, SUMMARY DISPOSITION REPORT**

1. The institution took immediate action in relieving the coaching staff.
2. The institution included rules education about managers in their monthly compliance meetings with coaches and staff to ensure the department was receiving more regular education about the eligibility requirements of student-athletes and those associated with their programs and the overall clearance process.

APPENDIX TWO **Bylaw Citations**

Division I 2024-25 Manual

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.1 Unethical Conduct. Unethical conduct by a prospective student-athlete or student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if the individual does not receive compensation for such work, may include, but is not limited to, the following:

- (d) Engaging in any athletics competition under an assumed name or with intent to otherwise deceive.

11.1.1.1 Responsibility of Head Coach. An institution's head coach shall be held responsible for the head coach's actions and the actions of all institutional staff members who report, directly or indirectly, to the head coach. In order to assist the NCAA Division I Committee on Infractions in penalty deliberations, the enforcement staff will gather information regarding whether the head coach promoted an atmosphere of compliance within the program and monitored the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

11.02.5 Manager. A manager is an individual who performs traditional managerial duties (e.g., equipment, laundry, hydration) and meets the following additional criteria:

- (e) The individual shall not participate in countable athletically related activities (e.g., practice player) except as permitted in Bylaw 11.02.5-(c); and
- (f) The individual shall forfeit any remaining eligibility in the sport at the institution where the individual serves as a manager.

12.1.1.1.3 Eligibility for Practice or Competition. Prior to engaging in practice or competition, a student-athlete shall receive a final certification of amateur status based on activities that occur prior to the student-athlete's request for final certification or initial full-time enrollment at an NCAA Division I or II institution (whichever occurs earlier).

12.1.1.1.3.1 Temporary Certification. If a prospective student-athlete reports for athletics participation before the student's amateur status has been certified, the student may practice, but not compete, for a maximum period of 45 days. After this period, the student's amateur status must be certified in order to continue to practice or to compete.

12.10.2 Squad-List Form. The institution's athletics director shall compile on a form approved by the Legislative Committee a list of the squad members in each sport on the first day of competition and shall indicate thereon the status of each member in the designated categories. A student-athlete's name must be on the official institutional form in order for the student to be eligible to represent the institution in intercollegiate competition. Violations of this bylaw do not affect a student-athlete's eligibility if the violation occurred due to an institutional administrative error or oversight and the student-athlete is subsequently added to the form; however, the violation shall be considered an institutional violation per Bylaw 8.01.3. (See Bylaw 15.5.11 for details about the administration of the squad list.)

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition. If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration.

14.01.1 Institutional Responsibility. An institution shall not permit a student-athlete to represent it in intercollegiate athletics competition unless the student-athlete meets all applicable eligibility requirements, and the institution has certified the student-athlete's eligibility. A violation of this bylaw in which the institution fails to certify the student-athlete's eligibility before allowing the student-athlete to represent the institution in intercollegiate competition shall be considered an institutional violation per Bylaw 8.01.3; however, such a violation shall not affect the student-athlete's eligibility, provided all the necessary information to certify the student-athlete's eligibility was available to the institution and the student-athlete otherwise would have been eligible for competition.

16.8.1 Permissible. [A] An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for practice.

19.2.1 Responsibility to Cooperate. Institutions, current and former institutional staff members, and prospective and enrolled student-athletes have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions, and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. Full cooperation includes, but is not limited to:

- (a) Affirmatively reporting instances of noncompliance to the NCAA national office in a timely manner;
- (b) Affirmatively preserving relevant materials, documentation and/or electronically stored information upon becoming aware, from any source, of potential violations;
- (c) Assisting in the development of full information to determine whether a possible violation of NCAA bylaws has occurred and the details thereof;

- (d) Timely participation in interviews and providing complete and truthful responses;
- (e) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- (f) Disclosing and providing access to all electronic devices and accounts that are or may be relevant to the investigation;
- (g) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation;
- (h) Preserving the integrity of an investigation and abiding by all applicable confidentiality bylaws and instructions, including public disclosure as outlined in Bylaw 19.3;
- (i) Instructing legal counsel, agents and/or others acting on a party's behalf to cooperate fully; and
- (j) Encouraging spouses, family members, representatives of the institution's athletics interests and/or other associates to cooperate fully, including participating in interviews if requested and allowing access to all electronic devices and accounts that are or may be relevant to the investigation.

19.2.2 Failure to Cooperate. Failing to satisfy the responsibility to cooperate may result in immediate penalties pursuant to Bylaw 19.2.3, an inference pursuant to Bylaw 19.7.5, an independent allegation of failure to cooperate and/or be considered an aggravating factor pursuant to Bylaw 19.12.3. Failing to cooperate includes, but is not limited to:

- (a) Failing to fulfill the responsibility to cooperate as outlined in Bylaw 19.2.1;
- (c) Providing or attempting to influence others to provide the NCAA and/or the individual's institution false or misleading information relevant to a possible violation of NCAA bylaws.

NEGOTIATED RESOLUTION¹

Boston University – Case No. 020389

January 15, 2026

I. CASE SYNOPSIS

Dejan Stankovic (Stankovic), former head men's tennis coach and current head men's and women's tennis coach at another NCAA member institution; Jessie Frieder (Frieder), former assistant men's tennis 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 – Aggravated for Stankovic and Level II – Standard for Frieder.

On November 22, 2024, the institution reported to the enforcement staff ineligible competition by a then men's tennis student-manager (student-athlete 1) in two matches at an away competition on November 9 and 10, 2024. This competition was not a conference tournament or regular season match that counted toward the team's or Stankovic's standings or record. The institution and enforcement staff subsequently conducted a cooperative investigation and determined that student-athlete 1 was also ineligible for competition because he had not obtained final certifications for amateurism and initial eligibility.² Student-athlete 1 was allowed to participate in the matches by Stankovic and Frieder because Boston University's team was short eligible student-athletes due to injury. Stankovic and Frieder were aware that student-athlete 1 was ineligible to compete and recorded the results of student-athlete 1's matches under the names of other student-athletes in the men's tennis program. The compliance staff was made aware of student-athlete 1's competition by a men's tennis student-athlete whose name was used by Stankovic and Frieder to record the results of one of the matches. That student-athlete was rehabilitating from an injury during the November 9 and 10 matches and subsequently expressed concern to compliance about a possible negative impact on his remaining eligibility because of competition being incorrectly recorded in his name.

The investigation also revealed that Stankovic and Frieder allowed student-athlete 1 to compete while ineligible in one other intercollegiate match hosted by the institution on October 27, 2024. Like their actions related to the matches in November, Stankovic and Frieder recorded the results of student-athlete 1's October match under the name of another men's tennis student-athlete.

Stankovic initially denied the ineligible competition occurred when questioned by the institution and stated that any incorrect recording of match results was a result of confusion. Further, Stankovic instructed student-athlete 1 and another men's tennis student-athlete (student-athlete 2) to provide false or misleading information by denying knowledge of or involvement in student-athlete 1's impermissible competition when questioned about it by the institution. Student-athletes 1 and 2 initially complied with Stankovic's request when they were interviewed by the compliance staff. However, the following day when questioned again by compliance, Stankovic admitted his knowledge of and involvement in student-athlete 1's ineligible competition. Stankovic also instructed all the men's tennis

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 Student-athlete 1 initially tried out for the men's tennis team during the fall of 2024 but subsequently became a manager on November 4.

student-athletes to provide truthful information to compliance, and student-athlete 1 admitted that he competed when he was interviewed again.

Stankovic's and Frieder's association with the men's tennis program ended in November 2024, and they are no longer employed by the institution as a result of their actions involving student-athlete 1. Stankovic was named the head men's and women's tennis coach at another NCAA member institution in January 2025.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(d), 11.02.5-(e), 11.02.5-(f), 12.1.1.1.3, 12.1.1.1.3.1, 12.10.2, 12.11.1, 14.01.1 and 16.8.1 (2024-25)] (Level II)

Between October 26 and November 10, 2024, Stankovic and Frieder engaged in unethical conduct when they knowingly arranged for student-athlete 1 to compete in three dates of competition under an assumed name. Additionally, during this time, student-athlete 1 practiced without completing his amateurism certification through the NCAA Eligibility Center, competed while ineligible in three dates of competition and received actual and necessary travel expenses for the three dates of competition. Specifically, on October 26, student-athlete 1 began practicing beyond the 45-day temporary certification period. On October 27, Stankovic and Frieder arranged for student-athlete 1 to practice and compete under the name of another men's tennis team member in an away singles match against Bryant University without amateurism certification and the institution certifying his eligibility. Further, on November 9 and 10, Stankovic and Frieder arranged for student-athlete 1, who was designated as a student manager on November 4 and therefore forfeited his remaining eligibility in the sport, to compete under the names of two other members of the men's tennis team in two doubles matches against a mixed Boston College and Cornell University team.

2. [NCAA Division I Manual Bylaws 19.2.1, 19.2.2, 19.2.2-(a) and 19.2.2-(c) (2024-25)] (Level II)

On November 11, 2024, Stankovic failed to cooperate with the institution when he knowingly directed student-athletes 1 and 2 to provide false or misleading information to the institution by denying student-athlete 1 competed on behalf of the institution. The following day, Stankovic instructed the men's tennis team members to provide truthful information to the institution.

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2024-25)] (Level II)

Between October 26 and November 11, 2024, Stankovic is responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 and 2.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA 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 II-Aggravated for Stankovic and Level II-Standard for Frieder.

1. Involved Individual (Stankovic):

a. Aggravating factors [NCAA Bylaw 19.12.3.2].

- (1) Multiple Level I and/or Level II violations.
- (2) Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct.
- (3) One or more violations caused ineligible competition.
- (4) Conduct or circumstances demonstrating an abuse of a position of trust.
- (5) Intentional, willful or blatant disregard for NCAA bylaws.

b. Mitigating factors [NCAA Bylaw 19.12.4.2].

- (1) Prompt acknowledgement of and acceptance of responsibility for the violations.
- (2) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.
- (3) The absence of prior conclusions of Level I, Level II or major violations.

2. Involved Individual (Frieder):

a. Aggravating factors [NCAA Bylaw 19.12.3.2].

- (1) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.
- (2) One or more violations caused ineligible competition.
- (3) Intentional, willful or blatant disregard for NCAA bylaws.

b. Mitigating factors [NCAA Bylaw 19.12.4.2].

- (1) Prompt acknowledgement of and acceptance of responsibility for the violations.
- (2) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.
- (3) The absence of prior conclusions of Level I, Level II or major violations.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES³

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

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

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

1. Show-cause: Stankovic violated well-known NCAA legislation when he arranged for a men's tennis student-athlete and subsequent student-manager (student-athlete 1) to compete while ineligible. Further, Stankovic directed student-athletes 1 and 2 to provide false or misleading information to the institution by denying that student-athlete 1 competed on behalf of the institution. Therefore, Stankovic shall be subject to a two-year show-cause order from **January 15, 2026, through January 14, 2028**. In accordance with Bylaw 19.12.7.4 and NCAA Division I Committee on Infractions Internal Operating Procedure (IOP) 5-15-5-5, any employing member institution shall (a) restrict Stankovic from all athletically related activity with the men's tennis team during the period set forth in Section V.2 (Suspension) and (b) require Stankovic's

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

attendance at the NCAA Regional Rules Seminar during the second year of the show-cause period. Any member institution that employs Stankovic in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

2. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Stankovic in an athletically related position shall suspend Stankovic from 30% of the men's tennis regular season contests during the first season of employment within the show-cause period. This suspension corresponds with five regular-season contests.⁴ The provisions of this suspension apply to all athletically related duties and require that Stankovic not be present with or have contact or communication with men's tennis coaching staff members or student-athletes on the men's tennis team 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 the suspension period, Stankovic may not participate in any coaching activities with the men's tennis team, 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 Stankovic temporarily during the period of suspension. The results of those contests from which Stankovic 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-Standard Violations (Bylaw 19.12.7)

3. Show-cause: Frieder violated well-known NCAA legislation when he arranged for a men's tennis student-athlete and subsequent student-manager to compete while ineligible. Therefore, Frieder shall be subject to a one-year show-cause order from **January 15, 2026, through January 14, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Frieder from all athletically related activity during the period set forth in Section V.4 (Suspension). Any member institution that employs Frieder 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.
4. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Frieder in an athletically related position shall suspend Frieder from 10% of the men's tennis regular season contests during the first season of employment within the show-cause period. The provisions of this suspension apply to all athletically related duties and require that

⁴ As of December 3, 2025, the NCAA institution for which Stankovic is currently the head men's and women's tennis coach has 16 matches scheduled for the men's tennis championship season.

Frieder not be present with or have contact or communication with men's tennis 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 the suspension period, Frieder 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 Frieder on a temporary basis during the period of suspension. The results of those contests from which Frieder 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.

VI. PARTIES TO THE CASE

A. Party to negotiated resolution.

Stankovic and Frieder.

B. Not party to the negotiated resolution (pursuing separate resolution method).

Boston University.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level II-Aggravated for Stankovic and Level II-Standard for Frieder.

If a hearing panel approves the negotiated resolution, Stankovic and Frieder agree that they will take every precaution to ensure that the terms of the penalties are observed. Stankovic and Frieder 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 Stankovic and Frieder 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 are 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.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. The parties classified this case as Level II-Aggravated for Stankovic and Level II-Standard for Frieder. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Aggravated and Level II-Standard cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises that Stankovic and Frieder should take every precaution to ensure that they observe the terms of the penalties. Any action by Stankovic and Frieder 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

Douglas Archie
Jody Conradt
Richard Ensor, chief hearing officer