CASE SUMMARY

Florida Gulf Coast former men's tennis head coach violated recruiting rules and provided impermissible benefits to recruits

Violations occurred at Florida Gulf Coast when former men's tennis head coach Davidson Kozlowski and his staff conducted impermissible tryouts with prospects and provided impermissible benefits and recruiting inducements. The violations occurred from July 2023 through May 2024.

According to a decision released by the Division I Committee on Infractions panel, Kozlowski's involvement violated head coach responsibility rules. Florida Gulf Coast resolved its case through negotiated resolution.

From August through November 2023, Kozlowski conducted impermissible tryouts with five men's tennis recruits. The degree of the recruits' participation varied, with one recruit participating in all team practices during the team's regularly scheduled times. Kozlowski provided approximately $436 in impermissible recruiting inducements to three of those recruits, one of whom later competed for Florida Gulf Coast while ineligible.

Additionally, between July and November 2023, Kozlowski had approximately 20 impermissible communications with eight men's tennis student-athletes from another school. Kozlowski initiated phone calls with these eight student-athletes who were not in the NCAA Transfer Portal, and he discussed transferring to Florida Gulf Coach with each student-athlete on at least one occasion.

Kozlowski also arranged for and provided impermissible recruiting inducements in the form of rental car reimbursement, two meals and one night lodging to a prospect. He additionally provided impermissible benefits in the form of tournament registration fees and/or hotel rooms to seven men's tennis student-athletes. Kozlowski also used a total of $1,280 of his personal funds to pay the registration fees for five men's tennis student-athletes and hotel room costs for seven men's tennis student-athletes to participate in a weekly tennis tournament in Boca Raton, Florida. As a result of the impermissible benefits, six men's tennis student-athletes competed in 20 dates of competition while ineligible.

Separate from the men's tennis violations, the school and enforcement staff agree that beginning in the 2022-23 academic year and continuing through the spring of 2024, Florida Gulf Coast improperly certified 18 student-athletes in 10 sports, resulting in 18 violations of initial eligibility, amateurism, seasons of competition and/or transfer eligibility legislation. Those student-athletes then received expenses from and/or competed for the school when they were ineligible or not certified.

The school, Kozlowski and the enforcement staff agreed that all violations are Level II.

The following penalties apply:

- Two years of probation.
- Reduction of unofficial visits, recruiting communications and off-campus recruiting in January 2025.
- A $25,000 fine.
- Vacation of team and individual records over the course of the 11 months in which the ineligible players competed.
- A one-year show-cause order that includes a 30% suspension from regular-season contests for Kozlowski.

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

- Norman C. Bay, attorney, chief hearing officer.
- Rich Ensor, former commissioner of the Metro Atlantic Athletic Conference.
- Vince Nicastro, deputy commissioner and chief operating officer of the Big East Conference.

NEGOTIATED RESOLUTION[1]

Florida Gulf Coast University – Case No. 020349

April 25, 2025

I. CASE SYNOPSIS

Florida Gulf Coast University (Florida Gulf Coast) 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 – Mitigated for the institution.

Violations in the men's tennis program.

On or around November 8, 2023, women's tennis student-athletes reported concerns regarding then men's tennis prospective student-athlete (Prospect 1) to the institution's compliance office. Among these concerns were that Prospect 1 attended the men's tennis team practice occurring at the same time as the women's tennis team practice. On November 9, 2023, the institution's compliance officer met with Davidson Kozlowski (Kozlowski), then head men's tennis coach, to discuss Prospect 1's involvement with the men's tennis program. The institution's compliance officer advised Kozlowski that Prospect 1 must be kept separate from the team and from all team activities. At or around this time, Kozlowski advised Prospect 1 to stop attending practices.

On December 7, 2023, the institution received an email from Prospect 1 claiming Kozlowski recruited Prospect 1 to attend Florida Gulf Coast and promised him a roster spot. Additionally, Prospect 1 claimed he regularly attended practice with the Florida Gulf Coast men's tennis team while he took remote classes at another institution in an attempt to satisfy progress-toward-degree requirements and enroll at Florida Gulf Coast for the 2024 spring semester as a graduate transfer. In a December 7, 2023, email, Prospect 1 claimed his family spent thousands of dollars to move to Fort Myers, Florida, with the understanding he would have a roster spot in the spring of 2024. The institution investigated the issue, substantiated Prospect 1's assertions and reported the violations.

During the joint investigation into the violations surrounding prospect 1, the institution and enforcement staff discovered additional violations outlined in Agreed-Upon Findings of Fact Nos. 1 through 3. Specifically, members of the men's tennis team reported that other prospects besides prospect 1 attended team practices. This included prospect 2, 3, 5, a then member of the men's tennis team at Kozlowski's former institution. Prospect 2 participated regularly in fall team practices and joined the men's tennis roster as a student-athlete for the 2024 spring semester. Prospects 3, 4 and 5 only participated in one team practice and did not join the team. Prospects 1 and 2 received recruiting inducements in the form of athletics gear provided by Kozlowski.

[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.

Additionally, Kozlowski paid for a rental car, food and arranged for overnight housing for prospect 5 during his visit to the institution.

The institution and the enforcement staff interviewed members of the men's tennis team at Kozlowski's former institution who reported that Kozlowski contacted them after resigning his coaching position to take the head men's tennis coach position at Florida Gulf Coast. Although many of the conversations between Kozlowski and his former men's tennis student-athletes involved discussions regarding their status at Kozlowski's former institution, Kozlowski also discussed the possibility of transferring to Florida Gulf Coast.

Certification violations.

When a newly hired compliance officer began certifying student-athletes for the 2024-25 academic year, he noticed several student-athletes had either never completed a required amateurism review or completed an amateurism review after they began competing for the institution. The institution then conducted a comprehensive review of every student-athlete's initial eligibility, transfer eligibility and progress-toward-degree information. This review demonstrated that, while the institution properly assessed continuing eligibility, several violations involving initial eligibility and amateurism certification occurred over a more than two-year period.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 12.11.1, 13.2.1, 13.2.1.1-(b), 13.5.1, 13.5.2.2, 13.5.2.2.1, 13.7.3.1, 13.7.3.1.2 and 13.11.1 (2023-24)] (Level II)

The institution and enforcement staff agree that from August through November 2023, Kozlowski,[2] then head men's tennis coach, conducted impermissible tryouts with five then men's tennis prospective student-athletes. Additionally, Kozlowski provided approximately $436 in impermissible recruiting inducements to three then men's tennis prospective student-athletes, one of whom subsequently competed for the institution while ineligible. Specifically:

a. On at least three occasions between August and November 2023, Kozlowski permitted and observed Prospect 3's participation in team practices. [NCAA Bylaw 13.11.1 (2023-24)]

b. From August through November 2023, Kozlowski permitted and observed Prospect 2's participation in all team practices. In August 2023, Kozlowski also observed Prospect 4 and Prospect 2 demonstrate their athletics abilities while playing tennis on the institution's

[2] A hearing panel of the Division I Committee on Infractions approved Kozlowski's negotiated resolution on August 30, 2024.

campus. Additionally, Kozlowski provided impermissible recruiting inducements to Prospect 2 in the form of two T-shirts, a hat and a hotel room for a men's tennis team tournament in Orlando, Florida. Prospect 2 subsequently competed in 20 dates of competitions while ineligible. [NCAA Bylaws 12.11.1, 13.2.1, 13.2.1.1-(b) and 13.11.1 (2023-24)]

c. From September through November 2023, Kozlowski permitted and observed Prospect 1's participation in approximately five team practices. Kozlowski also provided impermissible recruiting inducements to Prospect 1 in the form of two T-shirts and a hat. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.11.1 (2023-24)]

d. On October 19, 2023, Kozlowski permitted and observed Prospect 5's participation in one team practice. Kozlowski also arranged for and provided impermissible recruiting inducements in the form of rental car reimbursement, two meals and one night lodging to Prospect 5 during his visit to the institution's locale. [NCAA Bylaws 13.2.1, 13.5.1, 13.5.2.2, 13.5.2.2.1, 13.7.3.1, 13.7.3.1.2 and 13.11.1 (2023-24)]

This serves as part of the basis for Agreed-Upon Finding of Fact Nos. 4 and 6.

2. [NCAA Division I Manual Bylaw 13.1.1.3 (2022-23 and 2023-24)] (Level II)

The institution and enforcement staff agree that between July and November 2023, Kozlowski had approximately 20 impermissible communications with eight men's tennis student-athletes at Kozlowski's former institution without first obtaining authorization through the notification of transfer process. Specifically, after resigning as the head men's tennis coach at his former institution in July 2023 and accepting the head men's tennis coach position at Florida Gulf Coast, Kozlowski initiated telephone calls with eight of his former men's tennis student-athletes who were not in the transfer portal. During these calls, Kozlowski discussed transferring to Florida Gulf Coast with each student-athlete on at least one occasion.

This serves as part of the basis for Agreed-Upon Finding of Fact Nos. 4 and 6.

3. [NCAA Division I Manual Bylaws 12.11.1 and 16.11.2.1 (2023-24)] (Level II)

The institution and enforcement staff agree that in October 2023, Kozlowski provided impermissible benefits in the form of tournament registration fees and/or hotel rooms to seven men's tennis student-athletes. Specifically, during the non-championship segment, Kozlowski used his personal funds to pay the registration fees for five men's tennis student-athletes and hotel rooms for seven men's tennis student-athletes to participate in the Battle of Boca, a weekly tennis tournament in Boca Raton, Florida. The approximate value of the impermissible benefits was $1,280. As a result of the impermissible benefits, six men's tennis student-athletes competed in 20 dates of competition while ineligible.

This serves as part of the basis for Agreed-Upon Finding of Fact Nos. 4 and 6.

4. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23 and 2023-24)] (Level II)

The institution and enforcement staff agree that from July through November 2023, Kozlowski is responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1 through 3.

5. [NCAA Division I Manual Bylaws 12.1.1.1.3, 12.1.1.1.3.1, 12.11.1, 14.3.5.1 and 16.8.1 (2022-23 and 2023-24) and 12.8.1, 14.5.6, 31.2.2.3 and 31.2.2.4 (2023-24)] (Level II)

The institution and enforcement staff agree that beginning in the 2022-23 academic year and continuing through the spring of 2024, the institution improperly certified 18 student-athletes in 10 sports, resulting in 18 violations of initial eligibility, amateurism, seasons of competition and/or transfer eligibility legislation. As a result, 18 student-athletes received actual and necessary expenses and/or competed while ineligible or not certified. The institution failed to withhold five student-athletes from competition during subsequent academic years before their eligibility was reinstated. Specifically:

a. During the 2022-23 academic year and continuing through the spring of 2024, 14 student-athletes in nine sports practiced beyond 45 days prior to obtaining final amateurism certification. Ten of the 14 student-athletes also competed prior to obtaining final amateurism certification. [NCAA Bylaws 12.1.1.1.3 and 12.1.1.1.3.1 (2022-23 and 2023-24)]

b. During the 2022-23 academic year and continuing through the spring of 2024, five student-athletes in three sports practiced beyond 45 days prior to obtaining final initial eligibility certification. Three student-athletes also competed prior to obtaining final initial eligibility certification. [NCAA Bylaw 14.3.5.1 (2022-23 and 2023-24)]

c. During the 2023-24 academic year, one student-athlete competed after exhausting five seasons of competition. [NCAA Bylaw 12.8.1 (2023-24)]

d. During the 2023-24 academic year, one student-athlete competed in five contests before serving a year in residence. The student-athlete did not graduate from his two-year school as required in 4-2-4 transfer legislation. [NCAA Bylaw 14.5.6 (2023-24)]

This serves as part of the basis for Agreed-Upon Finding of Fact No. 6.

6. [NCAA Division I Manual Bylaw 8.01.3 (2022-23 and 2023-24)] (Level II)

The institution and enforcement staff agree that from July 2023 through the spring of 2024, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1 through 3 and

5 demonstrate that the institution failed to adequately monitor its men's tennis program and the conduct of its former head men's tennis coach to ensure compliance with NCAA recruiting and benefits legislation and failed to ensure the institution maintained compliance with NCAA initial eligibility, amateurism and transfer regulations. As outlined in Agreed-Upon Finding of Fact Nos. 1 through 3, the institution failed to adequately monitor men's tennis practices, competitions and recruiting visits and, therefore, did not detect or prevent the violations, most of which occurred on campus during regular team practices. Additionally, as outlined in Agreed-Upon Finding of Fact No. 5, the institution failed to monitor compliance with NCAA initial eligibility, amateurism and transfer regulations because it did not maintain the necessary checks and balances to ensure proper academic certification.

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 – Mitigated for the institution. The enforcement staff provided additional weight to the institution's mitigating factors because of its efforts to expedite the processing of this case.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).

    a. Multiple Level I and/or multiple Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].

    b. Persons of authority participated in and negligently disregarded the violation [Bylaw 19.12.3.1-(e)].

    c. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].

2. Mitigating factors (Bylaw 19.12.4.1).

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

    b. Prompt acknowledgment and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].

    c. Affirmative steps to expedite resolution of the matter [Bylaw 19.12.4.1-(d)].

    d. Absence of prior conclusions of Level I, Level II or major violations within the past 10 years [Bylaw 19.12.4.1-(h)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES[3]

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 – Mitigated Violations (Bylaw 19.12.6)

1. Two years of probation from **April 25, 2025, through April 24, 2027**.

2. Recruiting restrictions:

   a. Beginning January 6 and continuing through January 21, 2025, the institution shall prohibit unofficial visits in the men's tennis program.

   b. Beginning January 6 and continuing through January 21, 2025, the institution shall prohibit recruiting communications in the men's tennis program.

   c. Beginning January 6 and continuing through January 21, 2025, the institution shall prohibit off-campus recruiting contacts and evaluations in the men's tennis program.

3. The institution shall pay a fine of $25,000 to the NCAA.

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

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

4. Public reprimand and censure through the release of the negotiated resolution agreement.

5. Vacation of team and individual records: Ineligible participation in the men's tennis program occurred July 2023 through May 2024 as a result of violations in this case. Additionally, ineligible participation occurred in 10 sports as a result of the improper certification violations detailed in Agreed-Upon Finding of Fact No. 5. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and Committee on Infractions Internal Operating Procedure 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any 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 Office of the Committees on Infractions (OCOI) at the same time.

6. During the 2024-25 academic year, the institution shall require any men's tennis prospect on campus for an official or unofficial visit to meet with the institution's athletics compliance office during the visit.

7. During one year within the probationary period, the senior compliance officer and a representative of the Vice President and General Counsel's Office with oversight of athletics department legal matters will attend the 2025 NCAA regional rules seminar. The sessions attended shall be identified in the annual compliance report and should include eligibility and certification related educational sessions.

8. During this period of probation, the institution shall:

   a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and benefits legislation.

   b. Submit a preliminary report to the OCOI by June 15, 2025, setting forth a schedule for establishing this compliance and educational program.

   c. File with the OCOI annual compliance reports indicating the progress made with this program by March 1st during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting and benefits.

   d. Inform prospects in the affected sports programs in writing that the institution is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/or financial aid.

   e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the men's tennis program. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further,

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

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

VI. OTHER AGREEMENTS

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

If a hearing panel approves the negotiated resolution, the institution agrees that they will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for

processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

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

The COI advises FGCU that it should take every precaution to ensure that it observes 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. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Norman Bay, chief hearing officer
Rich Ensor
Vince Nicastro

APPENDIX

FLORIDA GULF COAST UNIVERSITY'S CORRECTIVE ACTIONS

1. Terminated the employment of the former head men's tennis coach in January 2024.

2. Declared impacted student-athletes ineligible and reinstated them though the NCAA Student-Athlete Reinstatement Process.

3. Ceased recruitment of prospective student-athletes involved in violations.

4. Modified the process for monitoring student-athlete countable athletically related activities (CARA) activities by requiring programs to submit the entire semester CARA schedule prior to the beginning of the semester, confirm accuracy and submit logs on a weekly basis, and provide the opportunity for at least two student-athletes to certify the accuracy of the logs on a weekly basis.

5. Adopted modifications to its certification policy to strengthen checks and balances for monitoring initial eligibility requirements.

6. Developed a comprehensive education plan that included an initial education presentation to all athletics and university staff involved in the certification process on May 7, 2024, and followed with monthly educational sessions during the academic year. The educational sessions included, but were not limited to, rules education related to NCAA tryout legislation, permissible recruiting contact, CARA legislation, recruiting inducements legislation, extra benefits legislation and initial eligibility requirements.

7. The compliance staff began sending, on a weekly basis, detailed admissions and initial eligibility information concerning all incoming student-athletes to the coaching staff and sport administrator for each sport.

8. The institution has fully staffed the compliance office with two full-time staff members, including an Assistant AD for Compliance with over 25 years of administrative experience and six years in athletics compliance. The Assistant AD for Compliance has a dotted line to the Deputy AD/COO and Athletic Director, in addition to the direct reporting line to the University's Chief Equity, Ethics and Compliance Officer.

9. University IT has automated a progress-to-degree upload from the University system to CA2 to reduce the potential for input error. Additionally, University IT will work toward the same uploads for financial aid and other areas from the University system to CA2.

10. The institution has worked with the University IT department to develop a program that flags student-athletes who drop below full-time on a daily basis. Additionally, all academic changes (adds/drops) are required to go through the athletics academic support staff advisors.

11. Retained Fortify College Athletics for compliance consulting for the 2024-25 academic year.

12. Established a system of monthly meetings between athletics compliance and the financial aid staff, admissions staff, athletics academic support staff, and groups related to the student-athlete experience.

13. Signed an agreement with Teamworks for a software system that focuses on compliance processes and rules, as well as provide the ability to check plans with appropriate rules. This package includes Teamwork Hub, recruiting and compliance, academic and Influencer.

APPENDIX TWO

NEGOTIATED RESOLUTION[1]

Florida Gulf Coast University – Case No. 020349.

August 29, 2024

I. CASE SYNOPSIS

Davidson Kozlowski, former Florida Gulf Coast University head men's tennis coach, and the NCAA enforcement staff agree with the violations and penalties detailed below.

On or around November 8, 2023, women's tennis student-athletes reported concerns regarding then men's tennis prospective student-athlete (prospect 1) to the institution's compliance office. Among these concerns were that prospect 1 attended the men's tennis team practice occurring at the same time as the women's tennis team practice. On November 9, 2023, the institution's compliance officer met with Kozlowski to discuss prospect 1's involvement with the men's tennis program. Kozlowski acknowledged that prospect 1 participated in team practice but explained that he was mentoring prospect 1 and had no intention of adding him to the roster. The institution's compliance officer advised Kozlowski that prospect 1 must be kept separate from the team and from all team activities but did not report a violation regarding prospect 1's involvement with the men's tennis program. At or around this time, Kozlowski advised prospect 1 to stop attending practices.

On December 7, 2023, the institution received an email from prospect 1 claiming Kozlowski recruited prospect 1 to attend Florida Gulf Coast and promised him a roster spot. Additionally, prospect 1 claimed he regularly attended practice with the Florida Gulf Coast men's tennis team while he took remote classes at another institution in attempt to satisfy progress-toward-degree requirements and enroll at Florida Gulf Coast for the 2024 spring semester as a graduate transfer. In a December 7, 2023, email, prospect 1 claimed he spent thousands of dollars of his family's money to move to Fort Myers, Florida, with the understanding he would have a roster spot in the spring of 2024. The institution investigated the issue, substantiated prospect 1's assertions and reported the violations.

During the joint investigation into the violations surrounding prospect 1, the institution and enforcement staff discovered additional violations outlined in Agreed-Upon Findings of Fact Nos. 1 through 3. Specifically, members of the men's tennis team reported that other prospects besides prospect 1 attended team practices. This included prospect 2, 3, 5, a then member of the men's tennis team at Kozlowski's former institution. Prospect 2 participated regularly in fall team practices and joined the men's tennis roster as a student-athlete for the 2024 spring semester. Prospects 3, 4 and 5 only participated in one team practice and did not join the team. Prospects 1 and 2 received recruiting inducements in the form of athletics gear provided by Kozlowski. Additionally, Kozlowski paid for a rental car, food and arranged for overnight housing for prospect 5 during his visit to the institution.

[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.

The institution and the enforcement staff interviewed members of the men's tennis team at Kozlowski's former institution who reported that Kozlowski contacted them after resigning his coaching position to take the head men's tennis coach position at Florida Gulf Coast. Although many of the conversations between Kozlowski and his former men's tennis student-athletes involved discussions regarding their status at Kozlowski's former institution, Kozlowski also discussed the possibility of transferring to Florida Gulf Coast.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 12.11.1, 13.2.1, 13.2.1.1-(b), 13.5.1, 13.5.2.2, 13.5.2.2.1, 13.7.3.1, 13.7.3.1.2 and 13.11.1 (2023-24)] (Level II)

Kozlowski and enforcement staff agree that from August through November 2023, Kozlowski conducted impermissible tryouts with five then men's tennis prospective student-athletes. Additionally, Kozlowski provided approximately $436 in impermissible recruiting inducements to three then men's tennis prospective student-athletes, one of whom subsequently competed for the institution while ineligible. Specifically:

a. On at least three occasions between August and November 2023, Kozlowski permitted and observed prospect 3's participation in team practices. [NCAA Bylaw 13.11.1 (2023-24)]

b. From August through November 2023, Kozlowski permitted and observed prospect 2's participation in all team practices. In August 2023, Kozlowski also observed prospect 4 and prospect 2 demonstrate their athletics abilities while playing tennis on the institution's campus. Additionally, Kozlowski provided impermissible recruiting inducements to prospect 2 in the form of two T-shirts, a hat and a hotel room for a men's tennis team tournament in Orlando, Florida. Prospect 2 subsequently competed in 20 dates of competitions while ineligible. [NCAA Bylaws 12.11.1, 13.2.1, 13.2.1.1-(b) and 13.11.1 (2023-24)]

c. From September through November 2023, Kozlowski permitted and observed prospect 1's participation in approximately five team practices. Kozlowski also provided impermissible recruiting inducements to prospect 1 in the form of two T-shirts and a hat. [NCAA Bylaws 13.2.1, 13.2.1.1-(b) and 13.11.1 (2023-24)]

d. On October 19, 2023, Kozlowski permitted and observed prospect 5's participation in one team practice. Kozlowski also arranged for and provided impermissible recruiting inducements in the form of rental car reimbursement, two meals and one night lodging to prospect 5 during his visit to the institution's locale. [NCAA Bylaws 13.2.1, 13.5.1, 13.5.2.2, 13.5.2.2.1, 13.7.3.1, 13.7.3.1.2 and 13.11.1 (2023-24)]

This serves as part of the basis for Agreed-Upon Finding of Fact No. 4.

2. [NCAA Division I Manual Bylaw 13.1.1.3 (2022-23 and 2023-24] (Level II)

Kozlowski and enforcement staff agree that between July and November 2023, Kozlowski had approximately 20 impermissible communications with eight men's tennis student-athletes at Kozlowski's former institution without first obtaining authorization through the notification of transfer process. Specifically, after resigning as the head men's tennis coach at his former institution in July 2023 and accepting the head men's tennis coach position at Florida Gulf Coast, Kozlowski initiated telephone calls with eight of his former men's tennis student-athletes who were not in the transfer portal. During these calls, Kozlowski discussed transferring to Florida Gulf Coast with each student-athlete on at least one occasion.

This serves as part of the basis for Agreed-Upon Finding of Fact No. 4.

3. [NCAA Division I Manual Bylaws 12.11.1 and 16.11.2.1 (2023-24)] (Level II)

Kozlowski and enforcement staff agree that in October 2023, Kozlowski provided impermissible benefits in the form of tournament registration fees and/or hotel rooms to seven men's tennis student-athletes. Specifically, during the non-championship segment, Kozlowski used his personal funds to pay the registration fees for five men's tennis student-athletes and hotel rooms for seven men's tennis student-athletes to participate in the Battle of Boca, a weekly tennis tournament in Boca Raton, Florida. The approximate value of the impermissible benefits was $1,280. As a result of the impermissible benefits, six men's tennis student-athletes competed in 20 dates of competition while ineligible.

This serves as part of the basis for Agreed-Upon Finding of Fact No. 4.

4. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23 and 2023-24)] (Level II)

Kozlowski and enforcement staff agree that from July through November 2023, Kozlowski is responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 3.

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 – Standard for Kozlowski.

Involved Individual (Kozlowski):

1. Aggravating factors (Bylaw 19.12.3.2).

   a. Multiple Level I and/or multiple Level II violations [NCAA Bylaw 19.12.3.2-(a)].

   b. Persons of authority participated in and negligently disregarded the violation [NCAA Bylaw 19.12.3.2-(d)].

   c. One or more of the violations caused ineligible competition [NCAA Bylaw 19.12.3.2-(e)].

2. Mitigating factors (Bylaw 19.12.4.2).

   a. Prompt acknowledgment and acceptance of responsibility of the violations [NCAA Bylaw 19.12.4.2-(b)].

   b. Affirmative steps to expedite resolution of the matter [NCAA Bylaw 19.12.4.2-(d)].

   c. Absence of prior conclusions of Level I, Level II or major violations within the past 10 years [NCAA Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES[2]

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 – Standard Violations (Bylaw 19.12.7)

1. Show-cause order: Kozlowski committed violations involving impermissible tryouts and benefits. Therefore, Kozlowski shall be subject to a one-year show-cause order from **August 29, 2024, through August 28, 2025**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict Kozlowski from all athletically related activity during the show-cause period. Any member institution that employs Kozlowski 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 office of the Committees on Infractions 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 Kozlowski in an athletically related position shall suspend Kozlowski from 30% of the men's tennis regular season contests during the one-year season of employment within the show-cause period. This suspension corresponds with eight dates of competition. The provisions of this suspension apply to all athletically related duties and require that Kozlowski 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 season. The prohibition includes all coaching 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, Kozlowski 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 Kozlowski on a temporary basis during the period of suspension. The results of those contests from which Kozlowski 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.

[2] 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.

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 – Standard for Kozlowski.

If a hearing panel approves the negotiated resolution, Kozlowski agrees that it will take every precaution to ensure that the terms of the penalties are observed. The Kozlowski acknowledges that it has 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 office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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

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

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

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Standard for Kozlowski. The agreed-upon penalties align with the ranges identified for core penalties for Level

II-Standard cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Kozlowski that he should take every precaution to ensure that he observes the terms of the penalties. Any action by Kozlowski contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL
Norman Bay, chief hearing officer
Rich Ensor
Vince Nicastro