

CASE SUMMARY

Former Nebraska-Kearney football coaches provided impermissible benefits to prospects

Recruiting violations occurred at Nebraska-Kearney when the former head football coach and his staff, including two former assistant coaches, provided impermissible benefits to prospective student-athletes so they could come to campus. The violations occurred in August 2021 and July and August 2022. According to a decision released by a Division II Committee on Infractions panel, the impermissible benefits also demonstrated that the former head coach did not meet head coach responsibility legislation and Nebraska-Kearney failed to monitor the football program.

The football staff booked cost-free one-way airfare for six football prospective student-athletes to participate in preseason practice and/or enroll in classes, and the former football staff members arranged for one of the prospects to receive interim lodging after arriving on campus. The total value of the impermissible benefits was approximately \$1,872.

As a result of the impermissible benefits, three of the prospective student-athletes competed in 32 contests and received actual and necessary expenses while ineligible. Nebraska-Kearney, the former head coach and the enforcement staff agree that the former head coach failed to promote an atmosphere of compliance because he was involved in, had knowledge of and approved of the practice. Nebraska-Kearney and the enforcement staff also agree that Nebraska-Kearney failed to provide adequate education to the football staff and did not follow up on official visit paperwork after the compliance office preliminarily approved of expenses for two of the prospects via email.

The parties agree to the following penalties:

- Two years of probation.
- Vacation of team and individual records over the course of the two-year period in which the ineligible players competed.
- A \$3,744 fine.
- A reduction to 83 official paid football recruiting visits during the 2024-25 and 2025-26 academic years, resulting in a 19.5% decrease of the average number of official paid visits in the football program during the previous two academic years.
- Two-year show-cause orders that included suspensions and/or recruiting limitations for former head and assistant coaches.

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

- David Hansburg, director of athletics at Colorado School of Mines.
- Richard Loosbrock, professor of history at Adams State.
- Brooke Parsons, attorney.

- Leslie Schuemann, deputy commissioner/senior woman administrator at the Great Midwest Athletic Conference.
- Jason Sobolik, assistant athletics director for compliance at Minnesota State University Moorhead.

NEGOTIATED RESOLUTION¹

University of Nebraska at Kearney – Case No. 020299

January 29, 2025

I. CASE SYNOPSIS

The University of Nebraska at Kearney (Nebraska-Kearney); a then head football coach (then head coach); a then assistant football coach (then assistant coach 1); a then assistant football coach (then assistant coach 2); and NCAA enforcement staff agree with the violations and penalties detailed below.

In the summer of 2023, then head coach's current institution reported to the NCAA secondary/Level III enforcement staff that then head coach and the football coaching staff provided one-way airfare to a prospective student-athlete for an unofficial visit. According to the self-report, then head coach indicated to the compliance office that his previous institution (Nebraska-Kearney) allowed the football staff to purchase one-way airfare for prospective student-athletes prior to the start of a semester, and did not require the prospective student-athletes to return home to complete the visit. On September 19, 2023, the secondary/Level III staff contacted the institution to inform it of potential violations of NCAA Bylaw 13.5.4 and sent a letter of inquiry to the institution. The institution conducted an internal investigation and promptly provided the enforcement staff a report summarizing its findings October 19, 2023.

During the institution's internal investigation, it reviewed official visit paperwork and business office records and conducted interviews with three current student-athletes identified in the review. The institution reported that from August 2021 to August 2022, then assistant coach 1 booked cost-free one-way airfare for six football prospective student-athletes to participate in preseason practice and/or enroll in classes, and that the former football staff arranged for three of the prospects to receive interim lodging after their arrival in violation of Bylaw 13.6.3.² The institution's internal investigation discovered that its former football staff members did not submit official visit paperwork to compliance for any of the six prospective student-athletes. However, for two of the prospects, the former football staff requested approval – via email to compliance – for hotel lodging upon arrival to campus. The institution approved the request and reminded the football program to submit the corresponding official visit paperwork, but the former staff did not submit the paperwork. The institution acknowledged it should not have approved the lodging for those two prospective student-athletes prior to receiving the appropriate paperwork. The enforcement staff then began a joint inquiry with the institution.

¹ In reviewing this agreement, the committee made editorial revisions pursuant to NCAA Division II Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

² The enforcement staff subsequently determined that only one student-athlete was involved in a housing violation. Specifically, one prospective student-athlete stayed with three football student-athletes from July 26 through August 3, 2022. The lodging for the other prospects was determined to be permissible.

Regarding Agreed-Upon Findings of Fact No. 1, the institution, then head coach, then assistant coaches 1 and 2 and enforcement staff agree that between August 2021 and August 2022, six football prospective student-athletes received impermissible benefits from then head coach and the football staff in the form of one-way airfare to the institution to participate in preseason practice and/or enroll in classes, lodging and car transportation. The value of the total impermissible benefits was approximately \$1,872.

Regarding Agreed-Upon Findings of Fact No. 2, the institution, then head coach and enforcement staff agree that then head coach failed to promote an atmosphere of compliance because he was involved in, had knowledge of and approved of then assistant coaches 1 and 2 arranging for the cost-free airfare.

Regarding Agreed-Upon Findings of Fact No. 3, the institution and enforcement staff agree that the institution failed to adequately monitor its former football staff's booking of cost-free air transportation and lodging for prospective student-athletes and to adequately educate the former football staff on permissible transportation and lodging for prospective student-athletes traveling to campus for enrollment.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division II Manual Bylaws 13.2.1, 13.5.4, 14.12.1 and 16.8.1 (2021-22 and 2022-23) and 13.2.3-(h) (2022-23)] (Major)

The institution, then head coach, then assistant coach 1, then assistant coach 2 and enforcement staff agree that during August 2021 and July through August 2022, then head coach, then assistant coach 1 and then assistant coach 2, arranged for and/or provided approximately \$1,872 in impermissible recruiting inducements in the form of airfare to six football prospective student-athletes so they could participate in preseason practice and/or enroll in classes. Additionally, the wife of a football coaching staff member drove a football prospective student-athlete from the airport to the institution's campus upon arrival. Further, then assistant coach 2 arranged for a football prospective student-athlete to reside with football student-athletes for several days after his arrival. As a result of the impermissible benefits, three of the prospective student-athletes subsequently competed in 32 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On August 2, 2021, then assistant coach 2 arranged and then assistant coach 1 purchased one-way airfare for then football prospective student-athletes 1 and 2 to travel to Central Nebraska Regional Airport August 5, 2021,¹ so they could participate in preseason practice and enroll in classes the following day. The total value of the impermissible airfare was approximately \$592. [NCAA Bylaws 13.2.1 and 13.5.4 (2021-22)]

- b. On August 9, 2021, then assistant coach 1 arranged and purchased one-way airfare for prospective student-athlete 3 to travel to Central Nebraska Regional Airport August 10, 2021, so he could participate in preseason practice the following day. After prospective student-athlete 3 arrived at the airport, a football coaching staff member's wife drove him to the institution's campus. The value of the impermissible airfare and ride was approximately \$253. [NCAA Bylaws 13.2.1 and 13.5.4 (2021-22)]
- c. In mid-July 2022, then head coach and then assistant coach 2 offered to provide prospective student-athlete 4 cost-free airfare to campus for enrollment. On July 20, 2022, then assistant coach 1 purchased one-way airfare for then prospective student-athlete 4 to travel to Central Nebraska Regional Airport July 26, 2022, so he could participate in preseason practice and enroll in classes the following day. Additionally, then assistant coach 2 arranged for prospective student-athlete 4 to receive cost-free lodging with three football student-athletes from July 26 through August 3, 2022. The value of the impermissible airfare and lodging was approximately \$469. [NCAA Bylaws 13.2.1, 13.2.3-(h) and 13.5.4 (2021-22)]
- d. On July 21, 2022, then assistant coach 2 arranged and then assistant coach 1 purchased one-way airfare for prospective student-athletes 5 and 6 to travel to Central Nebraska Regional Airport August 3, 2022, so they could participate in preseason practice and enroll in classes the following day. The total value of the impermissible air fare was approximately \$558. [NCAA Bylaws 13.2.1 and 13.5.4 (2021-22 and 2022-23)]

2. [NCAA Division II Manual Bylaw 11.1.2.1 (2021-22 and 2022-23)] (Major)

The institution, then head coach and enforcement staff agree then head coach failed to promote an atmosphere for compliance within the football program regarding the compliance of all assistant coaches who reported directly to the coach. Specifically, then head coach did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in and knowledge and approval of then assistant coach 1's and then assistant coach 2's involvement in the violations detailed in Agreed-Upon Findings of Fact No. 1.

3. [NCAA Division II Manual Constitution 2.8.1 (2021-22) and Bylaw 7.01.10 (2022-23)] (Major)

The institution and enforcement staff agree that between August 2021 and August 2022, the scope and nature of the violations detailed in Agreed-Upon Findings of Fact No. 1 demonstrate that the institution failed to adequately monitor the football program's provision of cost-free air transportation and lodging to prospective student-athletes to attend preseason practice and enroll at the institution and to ensure compliance with NCAA recruiting legislation. Specifically, the

institution failed to adequately educate the former football coaching staff on permissible activities related to inducements and official visit legislation and did not detect and deter the former football staff's provision of the impermissible transportation and lodging.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES³

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

Penalties for Major Violations (Bylaw 19.12.4)

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. Two years of probation from **January 29, 2025, through January 28, 2027.**⁴
3. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and official visit legislation.
 - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by **March 15, 2025**, setting forth a schedule for establishing this compliance and educational program.

³ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁴ Institutions must serve probation during the prescribed penalty period.

- c. File with the OCOI annual compliance reports indicating the progress made with this program by **December 15th**, during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting, official visits, and transportation to enroll.
 - d. Inform prospects in the football program 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 a National Letter of Intent.
 - 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 infraction's decision located on the athletics department's main website "landing page" and in the media guides for the football 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.
4. Vacation of team and individual records: Ineligible participation in the football program occurred over a two-year period as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.4-(f), 19.12.4.5 and 19.12.4.6, 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 OCOI at the same time.

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

5. The institution shall pay a fine of \$3,744 to the NCAA.⁵
6. During the first year of probation, the institution's athletics compliance department employees shall attend NCAA Regional Rules Seminars. The institution must include documentation of registration and the sessions attend in its annual compliance reports immediately following the representative's attendance at the NCAA Regional Rules Seminars.
7. Recruiting restrictions: The institution shall restrict the total number of official paid visits in the football program during the 2024-25 and 2025-26 academic years to a total of 83 official paid visits over the two-year period. This restriction is a 19.5% decrease of the average number of official paid visits in the football sport program during the previous two academic years.
8. Outside audit or review: The institution will undergo a NCAA Division II Compliance Blueprint Review of its compliance policies and procedures during the spring of 2025. The institution shall implement all recommendations made by the reviewer and shall provide a copy of the reviewer's report in its annual report.

⁵ The financial penalty is equivalent to twice the value of the impermissible inducements in Agreed-Upon Findings of Fact No. 1.

9. Show-cause order: Then head coach violated recruiting legislation when the then football coaching staff provided impermissible inducements to six prospective student-athletes in the form of cost-free airfare and lodging to enroll. Therefore, then head coach shall be subject to a two-year show-cause order pursuant to Bylaw 19.12.4.1 and Committee on Infractions Internal Operating Procedure (IOP) 5-17-1-2. The show-cause order shall be in effect from **January 29, 2025, through January 28, 2027**. Then head coach shall:
- a. Because his violations were contrary to core NCAA principles, and pursuant to Bylaw 19.12.4-(p), any employing institution shall suspend then head coach from one contest.⁶ The provisions of this suspension require that then head coach not be present in the facility where the contests are played and have no contact or communication with the football coaching staff members or student-athletes during the one contest-suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, then head coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests shall not count toward the then head coach's career coaching record.
 - b. Then head coach shall not have any recruiting communications, including, but not limited to, telephone calls, text messages, and any correspondence in the football sports program for six weeks during the show-cause period. The identified weeks are February 9 to 22, March 9 to 15, June 29 to July 5 and August 10 to 23, 2025.
 - c. Then head coach shall attend the 2025 or 2026 NCAA Regional Rules Seminar at his own expense.
 - d. Any member institution that employs then head coach 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 to make arrangements to show cause why the terms of the order should not apply.
10. Show-cause order: Then assistant coach 1 violated recruiting legislation when he provided impermissible benefits to six prospective student-athletes in the form of cost-free airfare to enroll. Therefore, then assistant coach 1 shall be subject to a two-year show-cause order pursuant to Bylaw 19.12.4.1 and Committee on Infractions IOP 5-17-1-2. The show-cause order shall be in effect from **January 29, 2025, through January 28, 2027**. Then assistant coach 1 shall:

⁶ In anticipation of this penalty, then head coach intends to serve this suspension November 16, 2024.

- a. Because his violations were contrary to core NCAA principles, and pursuant to Bylaw 19.12.4-(p), any employing institution shall suspend then assistant coach 1 from one contest.⁷ The provisions of this suspension require that then assistant coach 1 not be present in the facility where the contests are played and have no contact or communication with the football coaching staff members or student-athletes during the contest-suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, then assistant coach 1 may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests shall not count toward then assistant coach 1's career coaching record.
 - b. Then assistant coach 1 shall not have any recruiting communications, including, but not limited to, telephone calls, text messages, and any correspondence) in the football sports program for six weeks during the show-cause period. The identified weeks are February 9 to 22, March 9 to 15, June 29 to July 5 and August 10 to 23, 2025.
 - c. Then assistant coach 1 shall attend the 2025 or 2026 NCAA Regional Rules Seminar at his own expense.
 - d. Any member institution that employs then assistant coach 1 in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.
11. Show-cause order: Then assistant coach 2 violated recruiting legislation when the football team provided impermissible benefits to five prospective student-athletes by arranging cost-free airfare to enroll and cost-free lodging for one prospect. Therefore, then assistant coach 2 shall be subject to a two-year show-cause order pursuant to Bylaw 19.12.4.1 and Committee on Infractions IOP 5-17-1-2. The show-cause order shall be in effect from **January 29, 2025, through January 28, 2027**. During the term of the show-cause, then assistant coach 2 shall:
- a. Because his violations were contrary to core NCAA principles, and pursuant to Bylaw 19.12.4-(p), then assistant coach 2 shall have a recruiting ban with no on or off campus recruiting, including no involvement with official and unofficial visits for four weeks which will be from December 8 to 21, 2024, and January 12 to 25, 2025.
 - b. Then assistant coach 2 shall not have any recruiting communications, including but not limited to, telephone calls, text messages, and any correspondence in the football sports

⁷ In anticipation of this penalty, then assistant coach intends to serve this suspension November 2, 2024.

program for an additional six weeks. The identified weeks are March 2 to 15, June 22 to July 5 and August 10 to 23, 2025.

- c. Then assistant coach 2 shall attend the 2025 or 2026 NCAA Regional Rules Seminar at his own expense.
- d. Any member institution that employs then assistant coach 2 in an athletically related position during the two-year show-cause period shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

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 the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that the violations identified in this agreement occurred and should be classified as major.

If the Committee on Infractions approves the negotiated resolution, the institution and then head coach, then assistant coach 1 and then assistant coach 2 agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and then head coach, then assistant coach 1, and then assistant coach 2 acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaw 19.12.

The OCOI will monitor the penalties during their effective periods. Any action by the institution or then head coach or then assistant coach 1 or then assistant coach 2 contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations. Additionally, as required by NCAA legislation for any institution involved in a major infractions case, Nebraska-Kearney shall be subject to the provisions of Bylaw 19.12.4.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, January 29, 2025.

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

The parties further acknowledge that the Committee on Infractions, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the Committee on Infractions reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 19.9) or notice of allegations (Bylaw 19.8) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

VII. DIVISION II COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.10.6, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI may reject a negotiated resolution agreement only if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the COI determines that the agreed-upon facts, violations, and type of violations are appropriate for this process. The agreed-upon penalties align with the penalties available under Bylaw 19.12 and with past case guidance. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Nebraska-Kearney, the then head coach, then assistant coach 1 and then assistant coach 2 that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or the involved individuals contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA DIVISION II COMMITTEE ON INFRACTIONS

David Hansburg
Richard Loosbrock, Chair
Brooke Parsons
Leslie Schuemann
Jason Sobolik

APPENDIX

UNIVERSITY OF NEBRASKA AT KEARNEY'S CORRECTIVE ACTIONS

1. The institution conducted a full audit of all recruiting visit records for the past seven years.
2. The institution introduced an update system for tracking and approval of official visits
3. The institution increased compliance education for athletics department staff members focusing on recruiting, official paid visits and unofficial visits.