

## CASE SUMMARY

### *Violations occurred in West Texas A&M track and field program*

Violations occurred at West Texas A&M when cross country head coach Zach Daniel and director of track and field Matt Stewart provided impermissible benefits to four student-athletes, according to an agreement approved by the Division II Committee on Infractions. Due to his involvement in the violations, Stewart failed to promote an atmosphere of compliance.

Stewart, Daniel, the school and the NCAA enforcement staff agreed that the violations occurred when three student-athletes arrived early on campus for sickle cell testing, which is required under NCAA rules. The student-athletes originally stayed with a fourth student-athlete but were required to move before they received their scholarships. When Stewart and Daniel learned of the situation, they used school credit cards to secure housing and food for the student-athletes. Specifically, they arranged for or provided approximately \$2,431 in impermissible benefits to the student-athletes.

Additionally, Stewart renewed the fourth student-athlete's scholarship to allow him to maintain his student visa and regain academic eligibility for the spring semester, but because the cross country program did not experience the expected roster attrition, the school exceeded scholarship limits in cross country and track and field by 0.7 scholarships.

Both Daniel and Stewart acknowledged their involvement in the violations and admitted that they failed to consult with the compliance office to determine whether the benefits were permissible.

The following penalties apply:

- One year of probation.
- A \$10,000 fine.
- A reduction in men's track and field and cross country scholarships for the 2025-26 academic year by 0.14 (self-imposed and already completed).
- A one-year show-cause order for Stewart, including a 10% suspension from the 2025-26 indoor and outdoor track and field regular seasons, amounting to one regular-season competition.
- A one-year show-cause order for Daniel, including a 10% suspension from the 2025-26 indoor and outdoor track and field regular seasons, amounting to one regular-season competition.

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

- Piper Brewster, associate commissioner for governance and senior woman administrator at the Pacific West Conference.

- Amber Feldman, deputy commissioner of the Mid-America Intercollegiate Athletics Association.
- David Hansburg, director of athletics at the Colorado School of Mines.
- Richard Loosbrock, faculty athletics representative at Adams State and chair of the committee.
- Brooke Marie Parsons, attorney in private practice.
- Jason Sobolik, associate athletics director of internal affairs and compliance at Minnesota State University Moorhead.

## NEGOTIATED RESOLUTION<sup>1</sup>

West Texas A&M University – Case No. 020408

May 22, 2026

### I. CASE SYNOPSIS

West Texas A&M University (West Texas A&M); Zach Daniel (Daniel), head cross country coach; Matt Stewart (Stewart), director of track and field; and the NCAA enforcement staff agree with the violations and penalties detailed below.

In September 2024, the West Texas A&M compliance staff discovered charges during a routine audit of athletics staff credit card receipts. The institution immediately began an internal investigation and learned that Stewart and Daniel arranged for and/or provided impermissible benefits to one women's cross country and track and field student-athlete (Student-Athlete 1), one women's track and field student-athlete (Student-Athlete 2) and two men's cross country and track and field student-athletes (Student-Athlete 3 and Student-Athlete 4).

Regarding Agreed-Upon Findings of Fact No. 1, the institution's internal investigation revealed that on August 10, 2024, three international student athletes, Student-Athlete 1, Student-Athlete 2 and Student-Athlete 3, arrived on campus and received impermissible financial assistance from Stewart and Daniel to participate in preseason practice prior to the permissible date. Student-Athlete 1, Student-Athlete 2 and Student-Athlete 3 arrived on campus early for sickle cell testing, an NCAA requirement. With no resources at their disposal and ineligible for institutional financial aid until August 29, 2024, the international student-athletes resided with Student-Athlete 4 and other students from their home country of Ghana. Shortly thereafter, circumstances arose requiring them to move. When Stewart and Daniel became aware of the student-athletes' financial shortfall, they used their institutional credit cards to secure housing and food for the student-athletes until their allotment checks could be issued by the institution.

On October 17, 2024, the institution submitted a self-report detailing the impermissible benefits. After receipt and review of the self-report, the enforcement staff issued a notice of inquiry to the institution November 1 and began a collaborative investigation.

On December 11, 2024, during interviews with the institution and enforcement staff, Stewart and Daniel acknowledged their involvement and provision of impermissible benefits. Further, they acknowledged that they failed to consult with the institution's compliance office to determine if the benefits were permissible. The interviews also confirmed Stewart's head coach responsibility violations outlined in Agreed-Upon Findings of Fact No. 2.<sup>2</sup>

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<sup>1</sup> 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.

<sup>2</sup> Although Daniel's title is head coach, he reports to Stewart, who is the director of the cross-country program. Therefore, the enforcement staff and institution agree that Stewart, not Daniel, bears the responsibility for monitoring and ensuring compliance within the cross-country program.

Finally, on August 1, 2025, the institution submitted a self-report regarding the men's cross country/track and field program exceeding its equivalency limitation by 0.07 for the 2024-25 academic year. The men's cross country/track and field program exceeded the 12.6 equivalency limitation when Stewart renewed Student-Athlete 4's athletics aid to allow the student-athlete an opportunity to maintain his student visa and regain academic eligibility for the spring of 2025. Student-Athlete 4 did not compete during the fall semester, and he regained academic eligibility for the spring of 2025. Unfortunately, the men's cross country/track and field program did not experience the expected roster attrition which resulted in the 0.07 annual limit overage for the 2024-25 academic year. The institution and enforcement staff agree that Agreed-Upon Findings of Fact No. 3 is secondary.

## **II. PARTIES' AGREEMENTS**

### **A. Agreed-upon findings of fact and violations of NCAA legislation.**

1. [NCAA Division II Manual Bylaws 16.5.1-(b) and 16.11.2.1 (2024-25)]<sup>3</sup> (Major)

From August 14 through August 19, 2024, Stewart and Daniel arranged for and/or provided approximately \$2,431 in impermissible benefits in the form of off-campus housing and/or food expenses to Student-Athlete 1, Student-Athlete 2, Student-Athlete 3 and Student-Athlete 4. Specifically:

- a. On or around August 14, 2024, Daniel purchased three days of groceries for Student-Athlete 1 and Student-Athlete 4 prior to the institution's cross country preseason practice. Additionally, Daniel purchased 10 days of groceries for Student-Athlete 2 prior to the institution's track and field preseason practice. The total amount of impermissible benefits in the form of food expenses was \$334. [NCAA Bylaws 16.5.1-(b) and 16.11.2.1 (2024-25)]
- b. On or around August 19, 2024, Stewart and Daniel used their institutional credit cards to pay \$2,097 in deposit fees in order to secure housing for Student-Athlete 1, Student-Athlete 2 and Student-Athlete 3 at the Legends Apartment Complex. [NCAA Bylaws 16.5.1-(b) and 16.11.2.1 (2024-25)]

This agreed-upon findings of fact serves as part of the basis for Agreed-Upon Findings of Fact No. 2.

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<sup>3</sup> Effective August 1, 2025, NCAA Bylaw 16.5.1 was amended to permit an institution to provide student-athletes with meals, housing and vacation period expenses incidental to their participation in intercollegiate athletics, per institutional discretion and/or policy.

2. [NCAA Division II Manual Bylaw 11.1.2.1 (2024-25)] (Major)

In August 2024, Stewart failed to promote an atmosphere of compliance due to his personal involvement in the violations detailed in Agreed-Upon Findings of Fact No. 1.

3. [NCAA Division II Manual Bylaw 15.4.2.1 (2024-25)] (Secondary)

During the 2024-25 academic year, the institution exceeded the maximum limit to the value of financial aid awards for the men's cross country/track and field program by 0.07. Specifically, the institution awarded financial aid with a 0.07 equivalency value to Student-Athlete 4 on January 21, 2025, even though it had previously awarded the 12.6 maximum limit to the men's cross country/track and field team.

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

On September 10, 2024, the NCAA academic and membership affairs staff reinstated the eligibility of the student-athletes who received the impermissible benefits detailed in Agreed-Upon Findings of Fact No. 1,<sup>4</sup> based on community service. The institution withheld the student-athletes from the first cross country meet of the 2024 fall season. The student-athletes did not compete while ineligible and therefore a vacation penalty does not appear appropriate.

**V. PARTIES' AGREED-UPON PENALTIES<sup>5</sup>**

Pursuant to NCAA 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.

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<sup>4</sup> This department is currently titled NCAA governance and member services.

<sup>5</sup> All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the NCAA Division II Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

2. One year of probation from **May 22, 2026, through May 21, 2027.**<sup>6</sup>
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 benefits legislation.
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by **July 15, 2026**, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by **April 1<sup>st</sup>**, during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to benefits for student-athletes prior to preseason practice.
  - d. Inform prospects in the men's and women's track and field and cross-country programs 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 a written offer of admission and/or financial aid and no later than when the NCAA Eligibility Center provides a prospective student-athlete with the institution's academic data.
  - 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 and women's track and field and cross-country programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the case; and (3) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

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<sup>6</sup> Institutions must serve probation during the prescribed penalty period.

4. Scholarships reductions: The institution shall limit the number of grants-in-aid awarded in the men's cross country/track and field program to 12.46 during the 2025-26 academic year, a .14 reduction (Self-imposed).
5. Financial penalty: The institution shall pay a fine of \$10,000 to the NCAA.
6. Show-cause order: During August 2024, Stewart was personally involved in impermissible benefit violations. As these violations demonstrate, Stewart failed to promote an atmosphere for compliance during this time. Therefore, Stewart shall be subject to a one-year show-cause order from **May 22, 2026, through May 21, 2027**. In accordance with Bylaw 19.12.4.1 and Committee on Infractions Internal Operating Procedure (IOP) 5-17-1, any employing member institution shall restrict Stewart from all athletically related activity with the men's and women's track and field teams during the period set forth in Section V.7 (Suspension). Any member institution that employs Stewart in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.
7. Suspension: Bylaws 19.12.4-(o) and 19.12.4.3 contemplate suspensions. Therefore, any member institution that employs Stewart in an athletically related position shall suspend Stewart from 10% of the indoor and outdoor track and field regular season dates of competition during the 2025-26 season of employment within the show-cause period. This suspension corresponds with one regular season date of competition. The provisions of this suspension apply to all athletically related duties and require that Stewart not be present with or have contact or communication with track and field coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled date of competition of the indoor track and field season. The prohibition includes all track and field coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first date of competition and ends at 11:59 p.m. on the day of the last date of competition. During the suspension period, Stewart 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 dates of competition from which Stewart 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.
8. Show-cause order: During August 2024, Daniel was personally involved in impermissible benefit violations. Therefore, Daniel shall be subject to a one-year show-cause order from **May 22, 2026, through May 21, 2027**. In accordance with Bylaw 19.12.4.1 and Committee on Infractions IOP 5-17-1, any employing member institution shall suspend Daniel from all athletically related activity with the men's and women's cross-country teams during the period set forth in Section V. 9 (Suspension). Any member institution that employs Daniel 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.

9. Suspension: Bylaws 19.12.4-(o) and 19.12.4.3 contemplate suspensions. Therefore, any member institution that employs Daniel in an athletically related position shall suspend Daniel from 10% of the cross-country regular season dates of competition during the 2025-26 season of employment within the show-cause period. This suspension corresponds with one regular season date of competition. The provisions of this suspension apply to all athletically related duties and require that Daniel not be present with or have contact or communication with cross-country coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the cross-country season. The prohibition includes all cross-country 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, Daniel 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 dates of competition from which Daniel 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.
10. 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 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, Stewart and Daniel agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Stewart and Daniel 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, Daniel or Stewart 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, West Texas A&M shall be subject to the provisions of Bylaw 19.12.4.4 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, May 19, 2026.

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 West Texas A&M, Daniel and Stewart 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, Daniel and/or Stewart 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

Piper Brewster

Amber Feldman

David Hansburg

Richard Loosbrock, chair

Brooke Parsons

Jason Sobolik