



UNIVERSITY OF IOWA
PUBLIC INFRACTIONS DECISION
April 14, 2026

I. INTRODUCTION

The NCAA Division I Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division I membership and the public charged with deciding infractions cases involving member institutions and their staffs.¹ This case involved impermissible contacts in the football program at the University of Iowa (Iowa).² Specifically, then football analyst and current assistant football coach Jon Budmayr (Budmayr) and head football coach Kirk Ferentz (Ferentz) had contact with a student-athlete before he entered the transfer portal. Budmayr also had contact with the student-athlete’s father.

The panel processed the violations for Budmayr and Ferentz through the separate negotiated resolution (NR) process, in which Budmayr and Ferentz agreed to the facts, violations and penalties. The approved NR can be found at Appendix Three of this decision. Iowa also attempted to process its case via NR. However, due to the absence of a key penalty, the panel rejected the NR and held a hearing to more thoroughly explore the issue with the parties.

Iowa agreed that the impermissible contact violations—known colloquially as “tampering”—occurred. Throughout November 2022, Budmayr, who at a previous institution recruited the student-athlete out of high school, had 13 calls with the student-athlete and/or the student-athlete’s father and sent two text messages to the student-athlete. Budmayr also arranged for the student-athlete and Ferentz to have a phone call on November 23, 2022. On the call, Ferentz assured the student-athlete that Iowa was interested in him, and he would have a home there. All contacts occurred prior to the student-athlete entering the transfer portal. A few days after his call with Ferentz, the student-athlete entered the transfer portal. He later enrolled at Iowa, at which point he became ineligible and competed during the fall 2023 football season. Iowa also agreed that Ferentz’s awareness of and personal involvement in the contacts resulted in a head coach responsibility violation. All violations are Level II.

With the parties agreeing on the underlying facts and violations, the question before the panel was the same question currently before the NCAA membership—what penalties are most appropriate

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

² A member of the Big Ten Conference, Iowa has an enrollment of approximately 31,500 students. It sponsors eight men's and 14 women's sports. This is the institution's fourth Level I, Level II or major infractions case. Iowa's prior cases occurred in 2020 (volleyball), 2006 (men's swimming) and 1986 (men's swimming, women's golf, volleyball and softball).

to address tampering? In this case, that discussion centered on Iowa’s vigorous disagreement with the vacation of records penalty. In 2018, the NCAA membership decided that tampering that results in a student-athlete’s enrollment renders the student-athlete ineligible pending reinstatement. Without reinstatement, ineligible competition can occur. In the infractions process, ineligible competition is subject to, and consistently results in, a vacation of records penalty. That penalty is rooted in maintaining competitive equity and fairness for the teams and individuals who compete against ineligible student-athletes. Stated directly, an institution should not reap the benefits of its impermissible contacts and subsequent ineligible competition without a meaningful penalty directly targeting the conduct. Under the current infractions process, that meaningful penalty is a vacation of records.

Although Iowa contested the penalty, arguing that it was “outdated” among other things, it did not offer any modern alternatives in its place. Absent vacating records, the panel believes that ineligible competition requires a penalty of equal weight and significance that is supported by the membership. However, the COI has been cautious not to chart a new course for the membership without guidance and approval and will not do so here.

Citing ongoing reviews of the NCAA’s infractions process, Iowa essentially asked the panel to prescribe penalties in accordance with unknown potential changes, as opposed to prescribing the penalties that were in effect at the time the violation occurred, and when the COI resolved the case. While rules and penalties for breaking rules may evolve, the vacation of records penalty remains a transparent, predictable and equitable outcome when ineligible competition occurs.

The panel classifies the case as Level II-Mitigated for Iowa. Utilizing the NCAA membership’s current penalty guidelines, the panel prescribes the following penalties for the institution: one year of probation, a \$25,000 fine, recruiting restrictions and a vacation of records from all contests in which the ineligible student-athlete competed.

II. CASE HISTORY

The conduct in this case came to light after a major news outlet published an article on October 21, 2023, related to Name Image and Likeness (NIL) collectives. The article quoted the student-athlete at the center of this case regarding his decision to transfer to Iowa. Shortly thereafter, the NCAA enforcement staff issued a notice of inquiry to Iowa. An investigation ensued and, on April 9, 2025, Iowa, Budmayr, Ferentz and the enforcement staff submitted an NR to the COI.³

On May 12, 2025, the panel began its review of the NR but did not immediately approve the agreement. The following day, the panel sought additional information from the parties noting its appreciation for the collaborative submission but expressing concern that in its current form, the

³ Notably, and unlike another NR involving tampering submitted around the same time, Iowa’s penalties did not include a vacation of records. Pursuant to NCAA Bylaw 19.10.6, approved NRs have no precedential value. The disparate treatment of similar conduct, however, concerned the panel.

agreement could send a “message that tampering carries little risk.” The panel specifically asked the parties to jointly address the inclusion of a particular mitigating factor and the absence of the vacation of records penalty.⁴ On the deadline to respond, the parties requested a three-week extension. The chief hearing officer granted the request.

On June 23, 2025, Iowa unilaterally submitted its position, providing support for the mitigating factor in question and emphasizing that the vacation of records penalty was inappropriate. On June 26, 2025, the chief hearing officer requested that the enforcement staff respond. One week later, the enforcement staff responded, noting the mitigating factor would not traditionally apply to Iowa. With respect to the vacation of records, the enforcement staff stated that the penalty was appropriate to address the violations in this case, but it agreed to submit an NR without the penalty in an effort to promote the NR process.

Given the responses, and respecting the high degree of deference afforded to parties in the NR process, the panel ultimately determined that the absence of the vacation of records penalty was manifestly unreasonable, and accepting an NR with such a significant departure from historical application was not in the best interests of the Association without a full review of the issue at a contested hearing. Thus, on July 14, 2025, the panel rejected the NR for Iowa and directed the enforcement staff to issue a Notice of Allegations (NOA). The panel accepted the NRs for Budmayr and Ferentz, and their respective cases became final.

On August 26, 2025, the enforcement staff issued the NOA to Iowa. Iowa responded on November 24, 2025. On December 18, 2025, the panel expanded from the three members who originally considered the NR to a full panel of seven. The following day, the enforcement staff submitted its written reply.⁵ The panel held a virtual hearing on March 2, 2026.

III. FINDINGS OF FACT

Budmayr first met the student-athlete in 2016, when he actively recruited him out of high school. At that time, Budmayr was an assistant coach at the University of Wisconsin, Madison, and the student-athlete was a highly recruited quarterback in the class of 2019.⁶ The student-athlete recalled Budmayr offering him his first “Power 5” scholarship. The student-athlete ultimately enrolled at a different Big Ten institution. Two years later, he became the starting quarterback and led the team to a Big Ten Championship.

⁴ In its letter, and later in the decision to reject the NR, the panel expressly noted the fluid landscape of college athletics and the COI’s high deference to parties in promotion of the NR process. However, the panel noted that the underlying violations included admitted attempts to circumvent well-established rules that were and would continue to be essential to the future state of Division I athletics.

⁵ The enforcement staff submitted its written reply nearly a month earlier than the legislated deadline. The panel appreciates the enforcement staff’s attempt to expedite the final resolution of infractions cases. Unfortunately, the panel had already set the hearing date for March 2 and was unable to accelerate the hearing due to scheduling conflicts.

⁶ After the 2020 football season, Budmayr left Wisconsin and became the offensive coordinator at Colorado State University. Budmayr stayed in contact with the student-athlete’s family through the recruitment of his brother.

After serving as the starting quarterback during the 2021 season, the student-athlete was voted captain for the 2022 season. Prior to the season, however, his head coach announced that there would be a quarterback competition. In their respective interviews with the enforcement staff, both the student-athlete and his father expressed surprise at the announcement, with the student-athlete's father stating that he could see "the writing on the wall." The student-athlete's future status became even more clear when he suffered a season-ending injury during the third game of the regular season. In his interview with the enforcement staff, the student-athlete stated that after the injury, he realized that he "would not be the starting quarterback there anymore."

When the student-athlete's condition did not improve over the next six to eight weeks, he sought independent medical care in California. He left the institution in the middle of the season with no intent to return. The student-athlete had surgery and remained out of state for his rehabilitation.

Knowing he was not going to return to his institution, the student-athlete and his father— independently and collaboratively—began evaluating potential transfer options. The student-athlete's father emphasized the importance and urgency around a transferring quarterback, particularly a graduate transfer quarterback, stating, "if you're a graduate, make sure you're at the top...the first couple dominoes to fall because then you end up somewhere where it would be a better fit for you as opposed to just like settling for something later." At the hearing, Ferentz suggested the student-athlete was at the top, noting that there "was a lot of competition for him."

As part of that competition, Budmayr had contact with the student-athlete and his father and arranged for Ferentz to have a phone call with the student-athlete. All contact occurred prior to the student-athlete entering the transfer portal. In his interview with the enforcement staff, Budmayr explained that the first contacts with both the student-athlete and his father occurred at the beginning of November. Budmayr characterized them as "advisory" in nature but admitted that calls later in the month transitioned from advisory to recruiting in nature, including a cluster of calls between Budmayr and the student-athlete and/or his father the day before and the morning he entered the transfer portal. In his interview with the enforcement staff, Budmayr further admitted that he knew the calls—both those that were advisory as well as those that centered on recruiting—were impermissible because the student-athlete was not in the transfer portal. Budmayr admitted he engaged in the contacts "because of the competitiveness of trying to get a recruit in the moment." In the weeks leading up to the student-athlete's entry into the transfer portal, Budmayr engaged in eight telephone calls with the student-athlete and five telephone calls with his father. Ferentz acknowledged that he was generally aware of Budmayr's contact but assumed it was with the student-athlete's father and involved general guidance. In addition to the phone calls, Budmayr also sent the student-athlete two text messages.

One of the text messages arranged for the student-athlete to have a pre-portal conversation with Ferentz. On November 23, 2022, Budmayr texted the student-athlete Ferentz's cellphone number and a time to call him later that day. At 8:19 p.m., the student-athlete called Ferentz, and they had a 24-minute conversation. During the conversation, Ferentz assured the student-athlete that he would have a home at Iowa. In his interview and at the hearing Ferentz stated that he was impressed with the student-athlete, having competed against him the prior year. When asked by a

panel member whether he believed his conversation influenced the student-athlete's decision to come to Iowa, Ferentz responded, "Hopefully it helped, all honesty. I mean, that's why I made the phone call." Ferentz also acknowledged that he never checked whether the student-athlete was in the transfer portal. Neither coach reported the contacts to compliance or anyone else at Iowa.

As a graduate transfer, the student-athlete could have entered the transfer portal at any point during the season. Because he was a captain, the student-athlete was concerned his mid-season entry into the portal would be a distraction for his then program. Thus, he waited. Immediately following the last regular season game, the student-athlete informed his head coach over the telephone that he was leaving. The following day, November 28, 2022, the student-athlete entered the transfer portal. On December 19, he signed a scholarship agreement with Iowa. The following day, he submitted his application to Iowa and was admitted on December 23. On January 17, 2023, he began taking classes. The student-athlete became Iowa's starting quarterback and competed in the first five games of the 2023 football season.

On August 22, 2024, and in consultation with the enforcement staff, Ferentz and Iowa's director of athletics held a press conference where Ferentz acknowledged being involved in an impermissible contact violation and stated that he would serve a suspension in the upcoming season. Ferentz publicly stated, "There is a line, and I crossed that line. ... I made a bad error in judgment and I'm just going to take ownership."

IV. ANALYSIS

The violations in the case involved impermissible contacts and head coach responsibility. Iowa agreed that both violations occurred and that they were Level II.

A. IMPERMISSIBLE CONTACTS [NCAA Division I Manual Bylaws 12.11.1, 13.1.1.3 and 13.1.3.4.1 (2022-23)]

In November 2022, Budmayr and Ferentz had impermissible communications with a student-athlete and his father before the student-athlete entered the transfer portal. The student-athlete transferred to Iowa and competed in five regular season games while ineligible. The violation is Level II.

1. NCAA legislation relating to eligibility and contacts.⁷

Bylaw 12 governs athletics eligibility with Bylaw 12.11.1 placing an affirmative obligation to withhold ineligible student-athletes from competition. Bylaw 13 covers recruiting. Bylaw 13.1.1.3 prohibits any athletics staff member or other representative of the institution's athletics interest from communicating or contacting a student-athlete at another Division I institution (or anyone associated with the student-athlete) without first obtaining authorization through the

⁷ The full text of all bylaws cited in this case can be found at Appendix One.

notification of transfer process (*i.e.*, entering the transfer portal).⁸ At the time of the conduct, Bylaw 13.1.3.4.1 restricted telephone contacts to the head coach or countable coaches.

2. Budmayr and Ferentz had impermissible telephone contact with a student-athlete and Budmayr had impermissible telephone contact with the student-athlete's father before the student-athlete entered the transfer portal.

Over roughly a one-month period, Budmayr and Ferentz had impermissible telephone contact with a student-athlete. Budmayr also had impermissible telephone contact with the student-athlete's father. The contacts occurred while the student-athlete was enrolled at another Division I institution and before he entered the transfer portal. Ultimately, the student-athlete transferred to and enrolled at Iowa. The next fall he competed in five games while ineligible. The conduct resulted in a Level II violation of Bylaws 12 and 13 for Iowa.

It is impermissible to contact a student-athlete at another Division I institution if the student-athlete has not provided the required notification of intent to transfer, *i.e.*, if the student-athlete has not entered the transfer portal. Legislatively, doing so is an impermissible contact. The bylaw is clear, and there is no gray area. It does not matter if the student-athlete suffers an injury, qualifies as a graduate transfer, intends to transfer, or loses their starting position. The student-athlete must enter the transfer portal for any contact to be permissible.

Both Budmayr and Ferentz contacted the student-athlete before he entered the transfer portal. Budmayr also had multiple conversations with the student-athlete's father. Budmayr admitted that he knew the student-athlete was not in the portal and that the contacts were impermissible. Ferentz acknowledged that he never verified whether the student-athlete was in the transfer portal. Although the substance of the conversations is irrelevant under the bylaw, both acknowledged they were in competition for the student-athlete, with Ferentz candidly admitting he hoped his phone call helped influence the student-athlete's decision to attend Iowa.

When Budmayr and Ferentz communicated with the student-athlete (and Budmayr with the student-athlete's father) prior to the student-athlete's entry into the transfer portal, they violated Bylaw 13.1.1.3. Further, because Budmayr was not a countable coach at the time, his calls violated Bylaw 13.1.3.4.1. Finally, because the student-athlete subsequently enrolled at Iowa, he became ineligible. When Iowa failed to withhold him prior to reinstatement, Iowa violated Bylaw 12.11.1.1.⁹

⁸ Importantly, since 2018, violations of Bylaw 13.1.1.3 result in a student-athlete's ineligibility if the student-athlete subsequently enrolls at the institution that committed the violation. As further discussed below, the appropriate consequences for the student-athlete's ineligible competition was the central issue in this case.

⁹ A Bylaw 12.11.1.1 violation occurs regardless of knowledge. To be sure, knowingly playing an ineligible student-athlete heightens the severity of the conduct and could increase the level of the violation, the number of applicable aggravating factors, the overall case classification or the penalties. Here, Iowa administrators did not know the student-athlete was ineligible. That lack of knowledge derived in large part from Ferentz's and Budmayr's failure to report the impermissible contacts.

Bylaw 19.1.3 defines Level II violations as those that provide or are intended to provide more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage. The bylaw also identifies violations of Bylaw 13.1.1.3 as an example of a Level II violation.

Parties frequently utilize the NR process to resolve Level II tampering cases.¹⁰ The COI has also recently concluded that Level II tampering violations occur when coaches contact student-athletes prior to entering the transfer portal. *See University of California, Los Angeles (UCLA) (2025)* (concluding that an assistant's coach's pre-portal contact with the fathers of two prospective transfers who were enrolled at other Division I institutions constituted a Level II tampering violation despite the assistant coach's claims that the calls were based on pre-existing friendships and were non-recruiting in nature); *Arizona State University (2024)* (concluding, among numerous other Level I and Level II violations, that Level II tampering violations occurred when the former associate head coach directed an assistant coach to send 46 text messages and place a phone call to a four-year college prospect who was not in the transfer portal); and *California State University, Northridge (2022)* (concluding, among other Level II recruiting violations, that an assistant men's basketball coach had impermissible text contacts with a student-athlete enrolled at another Division I institution and continued to do so after being told by compliance that the student-athlete was not in the transfer portal). The facts of this case are not unique or different from recently resolved cases. Consistent with these cases and Bylaw 19.1.3-(f), they establish a Level II violation.

B. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)]

Ferentz is presumed responsible for the underlying impermissible contacts. Due to his personal involvement in a phone call with the student-athlete and inadequate monitoring of Budmayr's contacts, Ferentz was unable to rebut the presumption. This violation is Level II.

1. NCAA legislation relating to head coach responsibility.

Previously, Bylaw 11.1.1.1 (2022-23 Division I Manual) established two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor those individuals in their programs who report to them either directly or indirectly. The bylaw also presumed that head coaches were responsible for the actions of those who report to them. Head coaches could rebut this presumption by demonstrating that they promoted an atmosphere of compliance within their program and monitored their staff.

2. Ferentz violated head coach responsibility when he had an impermissible phone call and did not adequately monitor Budmayr's telephone activity.

Ferentz personally engaged in an impermissible phone call with the student-athlete. Additionally, he was aware that Budmayr was in contact with the student-athlete's father (and later the student-

¹⁰ Pursuant to Bylaw 19.10.6, approved NRs have no precedential value. For context, however, the COI has resolved 11 Level II tampering (Bylaw 13.1.1.3) cases via NR over the past six years.

athlete) but never asked about the substance of those conversations or whether the student-athlete was in the transfer portal. Ferentz's personal involvement in the violations and his lack of monitoring of Budmayr's telephone activity violated head coach standards in Bylaw 11 for Iowa.

Ferentz acknowledged that he had a 24-minute telephone conversation with the student-athlete without knowing whether the student-athlete was in the transfer portal. Although the substance of the conversation is irrelevant to whether an impermissible contact violation occurred, Ferentz was actively recruiting the student-athlete. Ferentz acknowledged that he was generally aware of Budmayr's contacts but assumed they were with the student-athlete's father and involved general guidance. Even if the student-athlete's father contacted Budmayr for guidance only, the contacts would have still been impermissible. *See UCLA*. At the very least, by the time Budmayr arranged for the student-athlete to call Ferentz, Ferentz should have known the conversations expanded into the competitive recruitment of the student-athlete. Ferentz's personal involvement in the 24-minute phone call and failure to inquire about and address Budmayr's contacts violated Bylaw 11.1.1.1.

Consistent with Bylaw 19.1.3-(e), the COI has consistently concluded that Level II head coach responsibility violations occur when they derive from underlying Level II conduct. *See High Point University (2025)* (concluding via summary disposition that a Level II head coach responsibility violation occurred when the head coach committed underlying Level II inducement and countable athletically related activity violations); and *University of Michigan (2024)* (concluding that a Level II head coach responsibility violation occurred when the head coach was directly involved in underlying Level II recruiting violations and his staff members also engaged in Level II violations). As with those cases, a Level II head coach responsibility violation occurred.

To be clear, neither this case nor the violations within it call into question Ferentz's integrity and decades of running a compliant program. The violations represent a one-time lapse in judgment and a failure to follow up on potential red flags. Ferentz should have addressed Budmayr's contacts earlier and prevented further impermissible contacts, including his own, from occurring. Ideally, he would have self-reported the violations, too. Either or both actions may have limited the scope and/or level of the case for the coaches and Iowa. However, Ferentz was candid and remorseful throughout his interview with the enforcement staff and with the panel during the contested hearing, including providing his perspective on the potential impact on institutional penalties. The panel appreciates Ferentz's participation. It does not cure the violations, but it exemplifies the proper tone of acceptance and responsibility that head coaches should embody.¹¹

¹¹ The same is true for Budmayr, who has provided candid responses and accepted responsibility throughout the processing of this case.

V. PENALTIES

A. Classification

For the reasons set forth in Sections III and IV of this decision, the panel concludes this case involved Level II violations of NCAA legislation. Bylaw 19.1.3 defines a Level II violation as a violation that provides or is intended to provide more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage.

The panel determined the below-listed aggravating and mitigating factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies the case as Level II-Mitigated for Iowa.

Aggravating Factors for Iowa

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

Bylaw 19.12.3.1-(e): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

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

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

The enforcement staff and Iowa agreed that all four aggravating factors apply. The panel agrees and applies all four of the factors, affording them traditional weight (*i.e.*, the panel did not apply additional or less weight to any of the factors).

First, Bylaw 19.12.3.1-(a), *Multiple Level I and/or Level II violations*, applies because Iowa is responsible for two Level II violations.

The panel also applies Bylaw 19.12.3.1-(e), *Persons of authority condoned, participated in or negligently disregarded the violation*, to Iowa. The head football coach is the most authoritative figure within the program. Ferentz personally participated in the conduct, engaging in a 24-minute phone call with the student-athlete. Similarly, Ferentz was aware of Budmayr's contact with the father of the student-athlete. At some point, Ferentz became aware of Budmayr's contact with the student-athlete and knew that the conversations shifted to recruiting the student-athlete to Iowa, but Ferentz did not address the contacts. Thus, the factor applies.

Additionally, Bylaw 19.12.3.1-(f), *One or more violation caused ineligible competition*, applies. In 2018, the NCAA membership modified Bylaw 13.1.1.3. Among other changes, the membership

removed the *de minimis* notation (“[D]”) from the bylaw.¹² As a result, student-athletes that subsequently enrolled at the school that engaged in the tampering are ineligible for intercollegiate competition until they are reinstated. In this case, Ferentz and Budmayr tampered. The student-athlete enrolled and competed in five games prior to the restoration of his eligibility. The factor applies.

Further, regarding Bylaw 19.12.3.1-(i), *Intentional, willful, or blatant disregard for NCAA bylaws by a person with institutionally derived authority*, two football staff members contacted a student-athlete who was not in the portal. Budmayr knew the student-athlete was not in the portal and continued to have conversations with him and his father anyway. Ferentz should have asked more pointed questions before engaging in his conversation. The factor applies.

Mitigating Factors for Iowa

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

Bylaw 19.12.4.1-(e): An established history of self-reporting Level III or secondary violations.

Bylaw 19.12.4.1-(h): Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate.

Bylaw 19.12.4.1-(i): Other facts warranting a lower penalty range.

The enforcement staff and Iowa agreed that Bylaws 19.12.4.1-(b), (e) and (h) apply. Iowa proposed one additional mitigating factor, Bylaw 19.12.4.1-(c), *Institution self-imposed meaningful corrective measures and/or penalties*. The panel determines that it does not apply. The panel, however, applies Bylaw 19.12.4.1-(i), *Other facts warranting a lower penalty range*. The panel affords traditional weight to the four factors.

As it relates to Bylaw 19.12.4.1-(b), the factor applies because once information became available, Iowa acknowledged and accepted responsibility for the violations. As explained by the enforcement staff during the hearing, delays in final resolution of this matter—both in attempting to reach an NR and beyond—stemmed from Iowa’s resistance to minimum required and consistently prescribed penalties. Although Iowa contested penalties throughout the process, it acknowledged and accepted the violations. Thus, the factor applies.

With respect to Bylaw 19.12.4.1-(e), the factor applies because Iowa reported 65 Level III violations from 2019 to 2024 (approximately 13 violations each year). According to legislation, institutions must report an average of at least five violations per year to receive credit for this factor. Thus, the factor applies to Iowa.

¹² Changes to Bylaw 13.1.1.3 came from the then NCAA Division I Council (Transfer Working Group). As detailed in the rationale associated with the bylaw change, the Transfer Working Group attempted to: (1) provide “more transparency for coaches and student-athletes, and also provide sunshine on impermissible contact” in the transfer notification process; and (2) codified the significance of tampering by listing it among the examples of Level II violations in Bylaw 19. Although not expressly stated, removing the *de minimis* notation furthered the membership’s desire to heighten the significance of tampering violations by attaching more significant penalties (Level II penalties) and consequences (loss of eligibility in successful tampering) to impermissible contacts.

Additionally, Bylaw 19.12.4.1-(h) applies because Iowa assisted in securing the cooperation of the student-athlete’s father. His participation further corroborated the violations and provided additional helpful context. The factor applies.

Iowa proposed that Bylaw 19.12.4.1-(c), *Institution self-imposed meaningful corrective measures and/or penalties*, should apply because it imposed meaningful and first-of-its-kind corrective measures—public accountability through a press conference. Iowa also claimed that its case was significantly different from *High Point*, where the panel rejected the factor due to an absence of the vacation of records penalty. The panel disagrees.

First, the panel appreciates that Iowa self-imposed penalties. Level II-Mitigated cases contemplate recruiting restrictions for visits, communication and off-campus opportunities that range from zero (0) to five (5) percent reductions. In other words, recruiting restrictions are not required in Level II-Mitigated cases.¹³ At the hearing, Iowa claimed that “the majority” of its self-imposed penalties “exceeded the case classification.” The claim is simply not true. Only one of the self-imposed recruiting restrictions exceeded the case classification. For example, Iowa did not self-impose *any* restrictions on official or unofficial visits. Similarly, Iowa self-imposed a two-week ban on recruiting communication, which falls in the middle of the zero-to-three-week range. To its credit, Iowa did exceed the case classification with respect to recruiting person days. Iowa reduced its recruiting person days by approximately 17 percent, reducing the legislative limit of 140 days by 24 days.¹⁴ Thus, Iowa only exceeded the case classification in one of the four categories for recruiting restrictions and did not self-impose any in two of the categories (official and unofficial visits).

A significant amount of the infractions hearing involved discussion around *High Point*. Specifically, whether the COI’s decision supported the application of the mitigating factor and/or the vacation of records penalty. As it relates to Bylaw 19.12.4.1-(c), the COI declined to apply the factor in *High Point* because the institution failed to impose “the most meaningful penalty to address the ineligible competition—the vacation of records.”

The panel agrees with Iowa’s position that “there is, of course, no requirement that certain corrective measures and/or penalties be self-imposed before mitigation can be awarded.” But the legislation requires that the penalties be “meaningful,” which is a bar Iowa does not meet. When ineligible competition occurs, the COI consistently applies the vacation of records penalty because it is a *meaningful* mechanism to *directly* address the ineligible competition. Therefore, when ineligible competition occurs and vacation of records is not present, the COI looks for other significant and meaningful penalties in its place. Although Iowa departed upward in recruiting

¹³ For additional context, zero is also the lower limit for Level II-Standard cases. In Level II-Standard cases, however, the upper limit is 12.5 percent instead of five percent.

¹⁴ Iowa also self-imposed specific recruiting restrictions on Ferentz (restricting him from the first two days of the 2025 contact period) and Budmayr (restricting him from the first four days of the 2025 Spring Evaluation Period). Again, the panel appreciates those individual restrictions. Although those are technically additional recruiting restrictions, the panel also weighs those against the fact that neither Ferentz nor Budmayr received show-cause orders in this case and these essentially represent individual recruiting restrictions that would traditionally be included in a one-year specific show-cause order.

person days, the overall package of self-imposed penalties falls in line with general expectations of Level II-Mitigated cases and fails to offset the absence of the vacation of records penalty. As a result, the mitigating factor does not apply.

The panel believes some of the rationale advanced by Iowa in favor of Bylaw 19.12.4.1-(c) better aligns with Bylaw 19.12.4.1-(f), *Other facts warranting a lower penalty range*. Specifically, on multiple occasions in its written submissions and during the infractions hearing, Iowa noted the press conference held by Ferentz and Iowa’s director of athletics to address the impermissible contact violations that occurred in the football program. As noted elsewhere in this decision, Ferentz took direct accountability during the press conference and admitted his error in judgment. Much of the dialogue around college athletics suggests that tampering is “out of control” or that “there are no rules.” One of the ways to combat that perception is through holding institutions and individuals who break the rules accountable through the infractions process and prescribing meaningful penalties. The panel further explores that issue below.

An additional way to combat that perception—taken in combination with an effective infractions process—is for respected, reputable and honorable coaches to hold themselves accountable and use their respective platforms to influence change. When respected individuals identify their mistakes and take responsibility for them, it sets the standard for appropriate behavior within their programs, universities and, more importantly, across the broader industry. The panel appreciates the actions taken by Iowa and Ferentz to publicly address his and his staff member’s conduct. The public press conference is a separate, additional fact that warrants additional mitigation. Thus, Bylaw 19.12.4.1-(f) applies.

B. Penalties

After reviewing aggravating and mitigating factors to classify the case, the panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.12.7 and 19.12.9 to prescribe penalties. The core issue in this case involved whether a vacation of records penalty was appropriate. The panel determines that it is. Throughout the processing of this case, Iowa argued that a vacation of records penalty was inappropriate due to the “unique” facts of the case and the current landscape of college athletics. Although each case is unique, this case does not involve any facts that warrant a departure from the consistent historical application of the vacation of records penalty. Likewise, and respecting the rapidly changing landscape of college athletics, the membership has not signaled to the COI a desire to move away from the vacation of records penalty. Thus, the panel prescribes a vacation of records associated with the student-athlete’s ineligible competition.

Iowa made four primary arguments against the vacation of records penalty: (1) the COI’s rationale associated with the penalty is outdated and not responsive to the current landscape of college athletics; (2) the penalty does not “restore competitive equity;” (3) the penalty conflicts with membership guidance, including the NCAA Constitution; and (4) the application of the penalty does not align with recent decisions where the COI declined to prescribe historic penalties. After careful consideration, including evaluating potential penalties that could have equal significance

to the vacation of records penalty, the panel does not believe Iowa's arguments warrant departure from historical practice.

As a preliminary matter, the COI has consistently prescribed a vacation of records when ineligible competition occurs, regardless of the reason for the underlying eligibility.¹⁵ In its decisions, the COI has repeatedly stated its rationale for vacating records, expressly noting the penalty:

- is rooted in competitive equity and fairness;
- is the only penalty that goes back to address the conduct at the time it occurred, limiting the impact on future programs and student-athletes that were not involved in the violations;
- targets the responsible parties, *i.e.*, institutions and coaches; and
- incentivizes institutions to develop thorough compliance systems that deter and detect violations that result in student-athlete ineligibility.

These are key elements for *any* penalty in a high-functioning, fair and effective infractions process. The membership has not removed the vacation of records penalty and, as recently as summer 2024, reinforced the COI's discretionary authority to prescribe a vacation of records penalty when ineligible competition occurs.¹⁶

As mentioned above, in 2018, the membership changed Bylaw 13.1.1.3 so that a student-athlete's enrollment at an institution that engaged in tampering resulted in the student-athlete's ineligibility pending reinstatement. Absent a limited number of cases that involved truly unique facts and circumstances, the COI has regularly utilized the vacation of records penalty to address the competitive advantage gained from ineligible competition. *See Texas Christian University* (2019) (involving a payment-for-work-not-performed arrangement devoid of any nexus to the athletics department); *Morehead State University* (2017) (involving the institution's reliance on a flawed software system); and *Indiana University-Purdue University Fort Wayne* (2015) (involving a multitude of unique facts and circumstances that taken together did not warrant a vacation of records). There are no unique facts and circumstances present here, and the vacation of records penalty is responsive to the membership's desire for more accountability around Bylaw 13.1.1.3 violations.

Most recently, the COI vacated records in *High Point* after student-athletes competed while ineligible. The student-athletes lost their eligibility after a head volleyball coach arranged for three prospects to receive cost-free lodging so that they could participate in summer workouts ahead of their full-time enrollment and later arranged for student-athletes and prospects to receive cost-free access to a local athletics facility. In reaching that decision, the COI expressly stated, "the penalty is rooted in fairness" and "is the *only* penalty that goes back and directly addresses the competitive

¹⁵ By contrast, when violations do not result in ineligible competition, a vacation of records is not an available penalty. *See e.g., Michigan* (2025).

¹⁶ The then Division I Council expressly stated that it "largely supported the application of the penalty for cases involving ineligible student-athletes but expressed concerns about applying the penalty in cases where the violations resulted from administrative errors by the school." *See* Division I Council Adopts Changes to Infractions Penalties (June 26, 2024), *available at* <https://www.ncaa.org/news/2024/6/26/media-center-division-i-council-adopts-changes-to-infractions-penalties.aspx>. This case did not involve "administrative errors."

advantage gained at the time of the violation.” Iowa challenged the application of *High Point*, arguing that the core tampering violation in this case did not result in a competitive advantage at the time it occurred. To be clear, the cost-free housing and gym membership inducements provided by the head coach in *High Point* also did not provide a competitive advantage at the time they occurred. The competitive advantage occurred months later when the institution failed to meet its obligation under Bylaw 12.11.1.1 and permitted the student-athletes who received those inducements to compete while ineligible.¹⁷ Iowa agreed that it also violated Bylaw 12.11.1.1. Like in *High Point*, the competitive advantage occurred months later when the student-athlete competed in the first five games of the 2023 football season. Thus, consistent with *High Point*, the vacation of records penalty restores the competitive equity gained by Iowa.

Likewise, the penalty aligns with the NCAA Constitution as well as recent COI decisions where the application of the Constitution was at issue. In January 2022, the membership adopted a new NCAA Constitution, which emphasized that, to the greatest extent possible, “penalties imposed for infractions [should] not punish programs or student-athletes not involved nor implicated in the infractions.” See NCAA Constitution Article 4-B-1. Recently, the COI considered the NCAA Constitution when declining to prescribe certain required core penalties in two significant cases. See *University of Michigan* (2025) (prescribing the financial equivalent to a multi-year postseason ban and scholarship reductions due, in part, to the impact that a multi-year ban and scholarship reductions would have on current student-athletes, coaches and staff members that were not involved in the underlying violations); and *University of Tennessee, Knoxville* (2023) (prescribing the financial equivalent to a multi-year postseason ban due, in part, to the potential impact that a multi-year ban would have on student-athletes who were not involved in the underlying violations and the football program that had undergone significant staff and personnel changes).¹⁸

As in those cases, the panel considered alternative penalties for Iowa. First, on multiple occasions, the panel asked Iowa what modern, innovative penalty could replace the vacation of records penalty in this case. Aside from Iowa’s repeated reference to the public press conference, Iowa did not offer any alternatives. Then, in deliberations, the panel considered a potential financial alternative and strongly considered departing upward in the financial penalties to those available for Level I-Standard cases. Those penalties would have resulted in a high six-figure to low seven figure fine as a substitute for the vacation of records penalty.

Ultimately, however, the panel declines to substitute a fine for the vacation of records penalty for two reasons. First, the considerations around vacating past records are not equivalent to those

¹⁷ To be sure, the inducement violations in *High Point* allowed the prospects and student-athletes to develop cohesive team camaraderie and practice as a unit in an impermissible manner. As a result, High Point’s volleyball team gained an advantage. However, had the student-athletes been reinstated prior to competing, no ineligible competition would have occurred, and the vacation of records penalty would not have been applicable. Thus, contrary to Iowa’s understanding of *High Point*, the competitive advantage addressed by the vacation of records penalty is ineligible competition not the underlying violation that leads to it.

¹⁸ Despite public commentary to the contrary, in both *Tennessee* and *Michigan* the COI noted that the postseason ban penalty remains an active penalty available to the COI. See Bylaw 19.12.7.1 and 19.12.7.1.1 (expressly stating that postseason bans shall be prescribed in Level I-Aggravated cases and may be prescribed in Level I-Standard cases that lack exemplary cooperation or where the institution is a repeat violator (regardless of the presence of exemplary cooperation)).

associated with a future postseason ban. By its nature, the vacation of records penalty reaches back and modifies records that were affected by ineligible competition. Postseason bans are forward facing and to some degree will always impact some student-athletes and programs that were not involved in the violations. At the hearing and in its response, Iowa repeatedly described the vacation of records as “administrative” in nature. There is nothing administrative about the effect of a postseason ban.¹⁹ Therefore, the penalty issue in this case is significantly different from those before the COI in *Michigan* and *Tennessee*. Second, the panel is reluctant to make a seismic policy change on behalf of the entire membership. To be sure, the COI is representative of the membership. But changes to historical practice—particularly around what violations trigger student-athlete ineligibility and how ineligible competition is penalized—should be made by more traditional governance committees through the governance and legislative processes. The COI is open to re-evaluating the violations that trigger ineligibility or how ineligible competition should be penalized, but it would be inappropriate to do so in the context of a single infractions case and outside of the legislative process.

Under the current infractions process, vacation of records is an appropriate penalty in this case.

Core Penalties for Level II-Mitigated Violations (Bylaw 19.12.7)²⁰

1. Probation: One year of probation from **April 14, 2026, through April 13, 2027**.
2. Financial Penalty: Iowa shall pay a fine of \$25,000. (self-imposed).²¹
3. Recruiting Restrictions:
 - a. Iowa prohibited recruiting communication in the football program for two-weeks during the 2026 calendar year. (self-imposed).
 - b. Iowa reduced the football program’s recruiting person days by 24 days. (self-imposed).²²
 - i. Iowa prohibited Ferentz from off-campus recruiting activity for the first two days of the 2025 contact period. (self-imposed).

¹⁹ Similarly, the substantive impact of the vacation of records penalty and the postseason ban is different, too. Although the vacation of records penalty affects team records, the eligible student-athletes maintain their records and awards. In that way, the penalty directly targets those most accountable for the underlying violations and limits the impact on those least responsible.

²⁰ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall notify the COI of the impossibility and must complete the penalty at the next available opportunity.

²¹ The fine shall be paid consistent with COI IOPs 5-15-6 and 5-15-6-1.

²² Pursuant to Bylaw 19.12.8, Iowa’s self-imposed reduction of recruiting person days represents an upward departure from the ranges associated with Level II-Mitigated cases. Similarly, Iowa’s coach-specific recruiting restrictions would typically fall under an individual’s show-cause order. However, Ferentz’s and Budmayr’s penalties did not include show-cause orders. Therefore, Iowa’s self-imposed individual-specific show-cause orders are included in the institution’s recruiting penalties.

- ii. Iowa prohibited Budmayr from the first four days of the 2025 spring evaluation period. (self-imposed).

Additional Penalties for Level I-Aggravated Violations (Bylaw 19.12.7)

4. Public reprimand and censure through the release of the public infractions decision.
5. Vacation of team wins and records: Ineligible participation occurred during the 2023 football season as a result of the impermissible contacts in this case. Therefore, pursuant to Bylaws 19.12.8-(g) and 31.2.2.3 and COI IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athlete competed from the time he became ineligible through the time he was reinstated as eligible for competition. Further, if the ineligible student-athlete participated in NCAA postseason competition at any time he was ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records, finishes and any awards of the student-athlete shall also be vacated. Further, the institution's records regarding the football program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision 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 period of probation, Iowa shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all

athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation;

- b. Submit a preliminary compliance report to the Office of the Committees on Infractions (OCOI) by **June 1, 2026**, setting forth a schedule for establishing the compliance and education program;
 - c. File with the OCOI an annual compliance report indicating the progress made with this program by **February 1, 2027**. Particular emphasis shall be placed on educating football coaches and staff on contact legislation and timelines and monitoring;
 - d. Inform prospects in the football program in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/or financial aid; and
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport 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 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.
7. Following the receipt of the final compliance report and prior to the conclusion of probation, Iowa's president shall provide a letter to the COI affirming that Iowa's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises Iowa that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor Iowa 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 Iowa does not comply or commits additional violations. Likewise, any action by Iowa 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 I COMMITTEE ON INFRACTION

Jeremy Jordan, chief hearing officer

Stephen Madva

Vince Nicastro

Kay Norton

Mary Schutten

Christian Spears

Steven Waterfield

APPENDIX ONE
Bylaw Citations

Division I 2022-23 Manual

11.1.1.1 Responsibility of Head Coach. An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach.

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

13.1.1.3 Four-Year College Prospective Student-Athletes. An athletics staff member or other representative of the institution's athletics interests shall not communicate or make contact with the student-athlete of another NCAA Division I institution, or any individual associated with the student-athlete (e.g., family member scholastic or nonscholastic coach, advisor), directly or indirectly, without first obtaining authorization through the notification of transfer process. Before making contact, directly or indirectly, with a student-athlete of an NCAA Division II or Division III institution, or an NAIA four-year collegiate institution, an athletics staff member or other representative of the institution's athletics interests shall comply with the rule of the applicable division or the NAIA rule for making contact with a student-athlete.

13.1.3.4.1 Institutional Coaching Staff Members -- General Rule. All telephone calls made to a prospective student-athlete (or the prospective student-athlete's family members or coaches) must be made by the head coach or one or more of the assistant coaches who count toward the numerical limitations in Bylaw 11.7.6 (see Bylaw 11.7.2). In football, women's rowing and swimming and diving, such telephone calls also may be made by a graduate assistant coach, provided the coach has successfully completed the rules education requirement per Bylaw 11.5.1.

APPENDIX TWO
CORRECTIVE ACTIONS

1. Ferentz publicly accepted and acknowledged the violation.
2. Iowa provided letters of admonishment to Ferentz and Budmayr.
3. Iowa provided one-on-one rules education with University Compliance to Ferentz and Budmayr.

NEGOTIATED RESOLUTION¹

University of Iowa – Case No. 020312

July 11, 2025

I. CASE SYNOPSIS

Jon Budmayr (Budmayr), then football analyst and current assistant football coach; Kirk Ferentz (Ferentz), head football coach; and NCAA enforcement staff agree with the violations and penalties detailed below.²

During review of a separate issue, the enforcement staff learned of potential impermissible communications between a football student-athlete (Student-Athlete 1) and Budmayr prior to that student-athlete entering the transfer portal. The NCAA Division I Committee on Infractions granted limited immunity for Student-Athlete 1 and the enforcement staff interviewed him in February 2024.

Student-Athlete 1 reported that he originally met Budmayr during his high school recruitment when Budmayr worked for the University of Wisconsin-Madison, football program. Student-Athlete 1 reported that calls between he and Budmayr started after his injury during the 2022 season when he was enrolled at another four-year institution. They discussed his injury, recovery and the possibility of other places where he could transfer, including Iowa. Student-Athlete 1 also provided copies of text messages between him and Budmayr that occurred before Student-Athlete 1 entered the transfer portal. Student-Athlete 1 believed he also called and talked with Ferentz but was not sure of the date and time.

The enforcement staff requested phone records for Budmayr and Ferentz. The phone records confirmed impermissible telephone calls by Budmayr and Ferentz. The records also confirmed that Budmayr had several impermissible calls with Student-Athlete 1's father during the month before Student-Athlete 1's commitment to Iowa. Student-Athlete 1's father also confirmed during his interview that several calls with Budmayr took place before Student-Athlete 1 entered the transfer portal in November 2022 and were related to his injury and transferring to Iowa.

Budmayr and Ferentz acknowledged they engaged in the impermissible communications during their respective interviews. Each coach reported that they believed Budmayr's previous recruitment of Student-Athlete 1 created a preexisting relationship that should serve as mitigation. They also both believe Student-Athlete 1, as a grad transfer, did not want to create a distraction for his then four-year college football team during the season and waited to enter the transfer portal until the conclusion of the regular season. Despite their reasoning, the coaches agree their actions constituted violations of NCAA legislation.

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

² Due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from NCAA Bylaws 19.1 (Violation Structure), 19.12 (Penalties) and/or Figure 19-1 (Penalty Matrix). This discretion was based on the specific facts of this case and has no precedential value.

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 and 13.1.1.3 (2022-23)] (Level II)

Budmayr, Ferentz and enforcement staff agree that during November 2022, Budmayr and Ferentz had impermissible communications with Student-Athlete 1 and his father without first obtaining authorization through the notification of transfer process. Student-Athlete 1 entered the transfer portal November 28, 2022, and subsequently committed to and enrolled at Iowa. As a result of the impermissible communications, Student-Athlete 1 competed while ineligible in five contests. Specifically:

- a. Between November 3 through 28, 2022, Budmayr had eight telephone calls with Student-Athlete 1 and five telephone calls with Student-Athlete 1's father. Budmayr also sent two text messages to Student-Athlete 1 prior to his entering the transfer portal. [NCAA Bylaw 13.1.1.3 (2022-23)]
- b. On November 23, 2022, Budmayr arranged a telephone conversation between Ferentz and Student-Athlete 1. Ferentz had a 24-minute call with Student-Athlete 1 on November 23, prior to Student-Athlete 1 entering the transfer portal. [NCAA Bylaw 13.1.1.3 (2022-23)]

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level II)

Ferentz and enforcement staff agree that during November 2022, Ferentz is responsible for the violations detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, Ferentz did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement and knowledge of his staff's involvement in the violations.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable.³

The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated.

³ As noted above, due to the current landscape of collegiate athletics and in an effort to serve the best interests of the Association, the parties deviated from 19.12 (Penalties) in classifying the case as Level II – Mitigated and agreeing to appropriate penalties for that classification. This discretion was based on the specific facts of this case and has no precedential value.

Involved Individual (Budmayr):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
 - b. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violations(s) [Bylaw 19.12.4.2-(b)].
 - b. Agreement to meaningful corrective measures [Bylaw 19.12.4.2-(c)].
 - c. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].
 - d. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (Ferentz):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - c. One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
 - d. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violations(s) [Bylaw 19.12.4.2-(b)].
 - b. Agreement to meaningful corrective measures [Bylaw 19.12.4.2-(c)].

NEGOTIATED RESOLUTION

University of Iowa - Case No. 020312

July 11, 2025

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- c. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.2-(d)].
- d. The absence of prior conclusions of Level I, Level II or major violations [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 PENALTIES⁴

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 19.12.7)

1. Suspension: Budmayr committed NCAA violations when he had multiple communications with a football student-athlete at another four-year institution who was not in the transfer portal. Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any employing member institution shall suspend Budmayr one regular season contest (self-imposed (completed)). The provisions of this suspension apply to all athletically related duties and require that Budmayr not be present with or have contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, Budmayr may not participate in any

⁴ 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.

NEGOTIATED RESOLUTION

University of Iowa - Case No. 020312

July 11, 2025

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coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.2 to replace Budmayr on a temporary basis during the period of suspension. The results of those contests from which Budmayr 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. Suspension: Ferentz committed NCAA violations when he had communication with a football student-athlete at another four-year institution who was not in the transfer portal. Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any employing member institution shall suspend Ferentz one regular season contest [self-imposed (completed)]. The provisions of this suspension apply to all athletically related duties and require that Ferentz not be present with or have contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, Ferentz 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 11.02.2.2 to replace Ferentz on a temporary basis during the period of suspension. The results of those contests from which Ferentz 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.

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.12.7)

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

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.

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

NEGOTIATED RESOLUTION

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July 11, 2025

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acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by Budmayr or Ferentz 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.

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 Budmayr and Ferentz. 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. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

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

Jeremy Jordan, chief hearing officer

Stephen Madva

Vince Nicastro