



**MISSOURI SOUTHERN STATE UNIVERSITY
PUBLIC INFRACTIONS DECISION
December 9, 2022**

I. INTRODUCTION

The NCAA Division II Committee on Infractions (COI) is an independent administrative body comprised of individuals from the NCAA Division II membership and the public charged with deciding infractions cases involving member institutions and their staffs. This case involved a wide range of violations in the football program at Missouri Southern State University (MSSU). The violations included impermissible inducements and benefits, exceeding permissible countable athletically related activity, academic misconduct, unethical conduct, failure to cooperate by an involved individual, head coach responsibility and failure to monitor. Many of the violations stemmed from a culture of noncompliance established by the former head football coach at MSSU. This decision, however, solely relates to the head coach's conduct.

The COI processed violations related to MSSU, a former academic advisor and a former assistant football coach through the negotiated resolution (NR) process. Both MSSU and the former academic advisor agreed to the facts, violations and penalties. The former assistant coach did not participate in the infractions process. Therefore, the facts, violations and penalty related to his conduct were uncontested. The approved NR may be found at Appendix Two of this decision. The head coach did not agree to the NR but then failed to submit a response or otherwise participate in the infractions process. Thus, the COI processed his conduct on the written record.¹

During his short tenure at MSSU, the head coach ran a program where compliance was an afterthought, if not entirely dismissed and disregarded. The head coach was directly involved in some violations and indifferent to others. He set a tone in his program whereby his own actions and words demonstrated that NCAA rules did not matter. Apart from directly committing and not addressing known violations, the head coach created and maintained an adversarial environment between his program, athletics leadership and compliance professionals.

With respect to his personal involvement in violations, the head coach arranged for a booster to pay a prospect's outstanding community college tuition bill of approximately \$8,080. The prospect previously played for the head coach when he coached at the community college prior to coming to MSSU. Because the community college would not release the prospect's transcripts until the bill was satisfied, the outstanding tuition bill impeded the prospect's ability to enroll and

¹ Based on the resolution methods selected by some parties, as well as other parties' lack of participation in the infractions process, no party has the opportunity to appeal.

compete at an NCAA institution. The head coach's involvement violated both unethical conduct and inducement legislation and resulted in major violations.

Furthermore, the head coach failed to meet his legislated responsibilities as a head coach because he neither promoted an atmosphere for compliance nor monitored his staff. Rather than set a proper tone of compliance in his program, the head coach actively promoted an atmosphere of noncompliance. In addition to his involvement in arranging for a booster to impermissibly pay for a prospect's outstanding tuition bill, the head coach was aware of and supported "captain's practices" in which the football staff impermissibly directed and observed student-athletes outside of designated playing and practice times. Additionally, the head coach isolated his program from athletics administration and compliance. He made disparaging comments and created a culture where he discouraged his staff members from reporting information to compliance and instilled fear of retaliation if they did. Finally, the head coach failed to monitor his staff's involvement in student-athletes' academics after he threatened their jobs if the student-athletes failed to perform well academically. As a result of these threats, an assistant coach engaged in academic misconduct. The head coach responsibility violation is major.

Finally, the head coach failed to meet fundamental standards of conduct outlined in unethical conduct legislation and his legislated responsibility to cooperate. When interviewed by the enforcement staff, the head coach denied any knowledge of or involvement in arranging for the booster to pay the prospect's outstanding bill. The head coach's denials are contradicted by credible information, including interview statements by the booster and the prospect. His conduct fell well short of the expectations and obligations of NCAA coaches. These violations are also major.

The COI concludes that the head coach's conduct resulted in major violations. Utilizing NCAA bylaws authorizing penalties, the COI prescribes a seven-year show-cause order for the head coach. As further detailed in the approved NR, the COI approved agreed-upon or uncontested penalties for MSSU, the academic advisor and the non-participating assistant coach.

II. CASE HISTORY

The violations in the overall case came to light in April 2020 when MSSU's human resources department learned of potential violations during a former assistant football coach's exit interview. The institution began an investigation into the matter. During the investigation, other former members of the football staff and former football student-athletes raised similar concerns. In October 2020, MSSU contacted the NCAA enforcement staff, and the parties began a collaborative investigation.

On April 11, 2022, the enforcement staff issued a notice of allegations to MSSU, the head football coach (head coach), the assistant football coach (assistant coach) and the academic advisor. On June 24, 2022, counsel for the academic advisor notified the COI that he had recently been retained and requested a 45-day extension to acclimate himself to the record and advise his client on

processing options, including NR. On June 28, 2022, the chair of the COI approved the extension and encouraged all parties to pursue negotiated resolution to the extent possible. The chair set a new response deadline for August 25, 2022.

On August 24, 2022, the enforcement staff, MSSU and the academic advisor submitted an NR to the COI. In the submission, the enforcement staff noted that the NR did not include the head coach because he could not reach the requisite level of agreement with the staff. The head coach did not submit a response to the allegations related to him by the August 25, 2022, deadline. Two days later, the chair informed all parties in writing that the COI would consider the NR, specifically noted the head coach's failure to submit a response to his allegations and asked him to confirm his intention to participate in a hearing no later than September 2, 2022. The head coach did not respond to that request. Finally, on September 13, 2022, the chair sent a final letter requesting that the head coach confirm his participation in the resolution of the case no later than September 19, 2022, and informing all parties that if the head coach failed to respond, the COI would resolve the allegations related to him on the written record. Once again, the head coach failed to respond, and the COI proceeded with resolving his allegations on the written record.

The COI began its preliminary assessment of the negotiated resolution and its deliberations on the head coach's conduct on October 11, 2022. On October 12, 2022, the COI requested additional and clarifying information related to some of the penalties included in the NR. The parties responded on October 26, 2022, and the COI resumed its consideration on November 3, 2022. The COI preliminarily approved the NR and informed the parties the following day. Upon preliminary approval of the NR, the COI finalized its deliberations related to the head coach. The NR is final with the release of this decision.

III. FINDINGS OF FACT

MSSU hired the head coach as its head football coach in December 2018. Prior to arriving at MSSU, the head coach had an extensive, nearly 30-year, coaching career with experience in high school, junior college and NCAA institutions. Immediately prior to arriving at MSSU, he was the head coach at a community college where he had on-field success, leading multiple teams to appearances in the Junior College National Championship. The head coach and his staff recruited some of his former student-athletes from the community college to attend MSSU.

One of those individuals was a prospective student-athlete (the prospect), who previously played for the head coach during the 2016-17 academic year.² The prospect left the community college after one season with an outstanding tuition bill of approximately \$8,080. The community college would not release his transcripts until the bill was satisfied. In his interview with the enforcement staff, the prospect reported that when the head coach recruited him to MSSU, he told him, "You're not going to be able to play for another team unless you play for me" and that his outstanding bill

² The prospect is referred to as student-athlete 1 in the NR. In this decision, the COI refers to him as the prospect because that was his status at the time the conduct occurred.

would be “taken care of.” Shortly thereafter, the head coach connected the prospect with a booster. That booster admitted that he paid the outstanding bill in January 2019. Thereafter, the prospect enrolled at MSSU and competed in eight contests. He also received actual and necessary expenses associated with those competitions.

Both the prospect and the booster stated that they reached an agreement whereby the prospect would cash his scholarship checks and repay the booster. In his interview, the prospect reported that the head coach told him to go to the bank, cash his scholarship checks and then return the money to the head coach to repay the booster. When interviewed by the enforcement staff, an assistant coach reported that the head coach directed him to pick up the prospect, take him to the bank to cash his check, and then to bring the money back to the head coach so that the head coach could repay the person who paid the prospect’s debt. The assistant coach did as directed. The booster reported that he did receive some, but not all, of the money back.

In his interview with the enforcement staff, the head coach denied any knowledge of or involvement in the arrangement for the booster to pay the prospect’s bill or the repayment plan.

During the head coach’s tenure, his program regularly engaged in “captain’s practices” in the summers of 2019 and 2020. In his interview, the head coach admitted that his staff encouraged student-athletes’ participation in these summer practices by aligning the practices with student-athletes’ summer class and job schedules. The head coach reported that his staff would work with the strength and conditioning staff to ensure that there was time set aside for the student-athletes to use the field following workouts. The head coach acknowledged that he set an expectation in his program to win games and championships and opined, generally, that to win requires extra work. To assist the student-athletes, the football staff provided the student-athletes with workout programs, drills and playbooks, and taught them how to run practice “on their own.” Multiple individuals—coaches and student-athletes—confirmed that the coaches would stand in the north endzone or at a window and balcony that overlooked the field to observe the activities. The football program did not log these activities as countable athletically related activity (CARA).

In his interview with the enforcement staff, the head coach asserted that the “captain’s practices” were not mandatory. He further claimed that his staff did not have a structured schedule to watch them.

As agreed upon by MSSU through the negotiated resolution process, other major violations occurred in the football program during the head coach’s tenure—including other benefits and inducements and academic misconduct. MSSU also agreed that it failed to monitor the football program. Although the institution acknowledged its own compliance shortcomings, the failure to monitor occurred, in part, due to the isolated and contentious culture established by the head coach.

In his interview with the enforcement staff, one assistant coach described the head coach’s relationship with the director of athletics as “contentious at best.” He further stated that the head coach characterized everyone outside the program as “the enemy.” When asked about the head coach’s approach to compliance, another assistant coach stated, “rules are for other people.” Later,

he also stated that the head coach threatened to fire staff members if student-athletes did not perform well academically and stated that staff members would be fired if they talked about the football program with anybody else or reported a violation. Finally, in a written statement, an athletic academic support specialist reported that the head coach “create[d] an atmosphere of non-compliance with his mantra of ‘do anything it takes to win.’” The athletic academic support specialist reiterated those sentiments with specific examples during her interview with the enforcement staff.

In his interview with the enforcement staff, the head coach acknowledged a tense relationship with the athletics administration, admitting that he went nearly six months without speaking to the director of athletics. However, he painted an entirely different picture with respect to his and his programs compliance with NCAA rules. As an overarching matter, he stated that he expected his program to follow the rules. The head coach also claimed that he knew the rules based on years of coaching at the collegiate level. The head coach questioned the competence of MSSU’s compliance personnel and stated that he provided his staff with education and a program manual. The head coach did not deny that he emphasized the importance of student-athletes’ academic success, telling his staff “their grades are your grades.” The head coach clarified, however, that he expected student-athletes to do their own work. Further, the head coach did not deny that he expected his staff members to come to him first with compliance concerns rather than go directly to compliance. He acknowledged that he repeatedly asked compliance whether there were any concerns in his program after he heard rumors of potential issues. Finally, the head coach admitted that he never reported any violations to compliance during his time at MSSU.

IV. ANALYSIS

The violations in the contested portion of this case involved the head coach’s direct involvement in inducement violations, his failure to meet head coach responsibility standards and his failure to cooperate. His intentional provision of inducements and failure to cooperate also established unethical conduct violations. All violations are major.

A. UNETHICAL CONDUCT, IMPERMISSIBLE INDUCEMENTS, COMPETITION, PARTICIPATION AND EXPENSES [NCAA Division II Manual Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.3-(e) and 13.2.3-(f) (2018-19)]

In January 2019, the head coach arranged for a booster to pay the prospect’s outstanding community college tuition bill. As a result, the prospect enrolled at MSSU, competed in eight competitions and received actual and necessary expenses while ineligible. In doing so, the head coach’s conduct violated fundamental inducement and unethical conduct legislation. The head coach denied any involvement in or knowledge of the arrangement in his interview with the enforcement staff. However, he did not submit a response to the NOA, nor did he participate in the resolution of the case. Pursuant to Bylaw 32.7.2, the COI considers the head coach’s failure to submit a response or participate in the resolution of the case as an admission the violations occurred. The COI concludes that the violations are major.

1. NCAA legislation relating to unethical conduct and impermissible inducements.

The applicable portions of the bylaws may be found at Appendix One.

2. The head coach violated NCAA legislation when he knowingly arranged for a booster to pay the prospect's outstanding community college tuition bill.

In January 2019, the head coach arranged for a booster to pay the prospect's outstanding community college tuition bill of roughly \$8,080. The arrangement permitted the prospect to enroll and compete at MSSU. The head coach's knowing involvement in the arrangement violated Bylaws 10 and 13.³

The principles of ethical conduct are outlined in Bylaw 10. They require individuals associated with member institutions to act with honesty and sportsmanship so as to represent the honor and dignity of fair play. Bylaw 10.1 outlines specific behaviors that the NCAA membership has identified as examples of unethical conduct, with Bylaw 10.1-(b) specifically prohibiting the knowing involvement in offering or providing a prospective or enrolled student-athlete an improper inducement, extra benefit or improper financial aid. Bylaw 13 addresses recruiting. Specifically, Bylaw 13.2.1 prohibits an institutional staff member from being involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospect other than expressly permitted by NCAA legislation. Bylaws 13.2.3-(e) and (l) expressly prohibit the provision of cash or similar items and educational expenses, respectively.

When the head coach began recruiting the prospect, he knew that the prospect had an outstanding community college tuition bill that served as an obstacle for him to enroll at an NCAA institution. With the prospect unable to pay the bill, the head coach used the outstanding bill as leverage, telling the student-athlete that he would not be able to play for anyone else and that his outstanding balance would be "taken care of." Thereafter, the head coach arranged for the prospect to meet with an MSSU booster. The booster paid the bill in January 2019, with the understanding that the prospect would pay him back when cashing his scholarship checks. On one occasion, and to assist with that plan, the head coach directed one of his assistants to go with the prospect to the bank, to cash the check and bring the money back to repay the booster. The assistant coach did as instructed.

The head coach's involvement in arranging for the booster to pay the outstanding tuition bill constituted an inducement under Bylaw 13.2.1. Specifically, it also violated the express prohibition of cash or like items and education expenses identified in Bylaws 13.2.3-(e) and (l). More alarmingly, the head coach abused his position of trust by knowingly violating bylaws to ensure that the prospect enrolled at MSSU. The head coach's blatant disregard for key NCAA

³ As a result of the head coach's actions, the prospect participated in eight competitions and received actual and necessary expenses while ineligible in violation of Bylaws 14.12.1 and 16.8.1. Those violations were included MSSU's NR. It is not clear from the NOA whether the head coach is at risk for those violations. Whether the head coach is personally responsible for those violations, however, is immaterial to the COI's decision in this case and has no bearing on the ultimate findings, conclusions and penalty.

bylaws and knowing involvement in the violations fell well short of the ethical conduct standards outlined in Bylaws 10.01.1, 10.1 and 10.1-(b). The head coach's violations are major.

In past cases, the COI has concluded that inducement, benefit and unethical conduct violations occur when coaches or their representatives provide prospects or student-athletes with inducements and benefits not available to the general student population. *See Lewis University* (2022) (concluding that major impermissible benefit and unethical conduct violations occurred when a head tennis coach provided student-athletes with impermissible benefits in the form of cost-free lodging, meals, transportation and the discounted use of a vehicle) and *Wilmington University (Wilmington)* (2020) (concluding via Summary Disposition Report (SDR) that major impermissible benefit violations occurred when the head coach provided \$2,893 in the form of cash for tuition, groceries, meals, gas, ride sharing services, transportation and gifts to eight women's tennis student-athletes).⁴ Thus, consistent with these cases and Bylaw 19.02.2.2, the COI concludes major violations occurred.

B. HEAD COACH RESPONSIBILITY [NCAA Division II Manual Bylaw 11.1.2.1 (2018-19 and 2019-20)]

From spring 2019 through October 2020, the head coach failed to meet his legislated responsibilities as a head coach when he neither promoted an atmosphere for compliance nor monitored his staff. In his interview with the enforcement staff, the head coach claimed that he ran a compliant program. The head coach, however, did not participate in the infractions process beyond his interview. Pursuant to Bylaw 32.7.2, the COI considers the head coach's failure to submit a response or participate in the resolution of the case as an admission the violation occurred. The COI concludes that the violation is major.

1. NCAA legislation relating to head coach responsibility.

The applicable portions of the bylaws may be found at Appendix One.

2. The head coach did not demonstrate that he promoted an atmosphere for compliance, nor did he monitor his staff's involvement in student-athlete academics.

For roughly 18 months, the head coach promoted an atmosphere where following NCAA rules was an afterthought, if not intentionally disregarded. The head coach was directly involved in some violations and condoned and encouraged others. He personally created an environment where the athletics leadership and compliance were considered the enemy and used fear and intimidation with his staff members to further that divide. He also failed to monitor his staff's involvement in student-athletes' academics after threatening his staff to ensure that the student-

⁴ Although *Wilmington* was decided through the summary disposition process and may be viewed as less instructive under COI IOP 4-8-2-1, the COI cites to it and other SDR decisions because they involve violations of a similar nature.

athletes earned good grades. His approach was the antithesis of a compliant program and fell exponentially short of his legislated responsibility. His conduct violated Bylaw 11.

Bylaw 11.1.2.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere for rules compliance; and (2) to monitor those individuals in their program who report to them. Head coaches are presumed responsible for the actions of the direct and indirect reports and may rebut this presumption by demonstrating that they promoted an atmosphere for compliance and monitored their staffs.

In his interview with the enforcement staff, the head coach asserted that he expected everyone to follow the rules, provided his staff with education and a program manual, emphasized the importance of student-athletes' academic success and repeatedly asked compliance whether there were any issues in his program.

Despite the head coach's words, his own actions and the statements of those in and around his program painted a different picture. The head coach was directly involved in unethical conduct and impermissible inducement violations. Further, he knew of and was indifferent to his staff's impermissible involvement in and observation of summer workouts. He threatened to fire staff members over their student-athletes' grades yet never monitored his staff members' subsequent involvement in student-athletes' academics. Unsurprisingly, one staff member committed academic misconduct.

Worst of all, the head coach created an "us versus them" culture within his program towards athletics leadership and compliance. The head coach admitted that he did not speak to his director of athletics for nearly six months, openly questioned and criticized the competence of those responsible for compliance and encouraged his staff members to come to him with concerns before compliance. In turn, his staff members feared they would lose their jobs if they talked about the football program with anyone outside the program. Moreover, it was commonly understood amongst the football staff that they would be fired if they reported a violation.

Compliance is a shared responsibility, and head coaches shoulder a significant portion of that responsibility. As the leaders of their programs, the NCAA membership expects head coaches to prioritize compliance by setting the proper tone for compliance and monitoring their staff to ensure that the established tone is followed. In the head coach's program, nothing could have been further from that expectation. At nearly every turn, the head coach discouraged compliance and disparaged those responsible for compliance-related functions. The head coach's conduct was the polar opposite of what the membership expects, and the bylaws require, of head coaches under Bylaw 11.1.2.1.

The COI has previously concluded that head coaches failed to rebut the presumption of responsibility when they were personally involved in violations and/or failed to monitor their staffs. *See Lewis* (concluding that a major head coach responsibility violation occurred when the head coach personally provided impermissible benefits to student-athletes, failed to engage the institution's compliance staff and then instructed a student-athlete to lie about the violations); *Shaw*

University (2022) (concluding via SDR that a head coach responsibility violation occurred when the head coach did not establish clear expectations regarding compliance and did not monitor his staff's involvement in student-athlete academics, which resulted in academic fraud violations); and *King University* (2020) (concluding that a head coach responsibility violation occurred where the head coach was involved in arranging impermissible recruiting inducements, did not monitor a staff member who was hosting a prospect at his home and did not monitor his staff members' involvement with admissions essays). Like these cases, the head coach responsibility violation is major.

C. UNETHICAL CONDUCT AND FAILURE TO COOPERATE [NCAA Division II Manual Bylaws 10.1, 10.1-(c) and 19.01.3 (2020-21)]

After separating from MSSU, the head coach failed to meet legislated standards of ethical conduct and the responsibility to cooperate when he denied any involvement in arranging for the booster to pay the prospect's outstanding tuition bill. The head coach's denials are not credible based on the record information. The COI concludes that a major violation occurred.

1. NCAA legislation relating to unethical conduct and the responsibility to cooperate

The applicable portions of the bylaws may be found at Appendix One.

2. The head coach provided false and misleading information when he denied arranging for the booster to pay for the prospect's community college bill.

In his December 4, 2021, interview with the enforcement staff, the head coach lied when he denied arranging for a booster to pay the prospect's outstanding community college bill. Further, since his interview and through the present, the head coach failed to meet his legislated obligation to cooperate fully with the NCAA enforcement staff and the COI by not participating in the processing of this case. The head coach's conduct violated fundamental obligations of conduct under Bylaw 10 and 19.

Bylaw 10 outlines the principles of ethical conduct. Specifically, Bylaw 10.1-(c) precludes knowingly furnishing false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation. Similarly, Bylaw 19.01.3 requires all current and former institutional staff members to cooperate fully with the NCAA enforcement staff and COI to further the objectives of the Association and its infractions process.

The head coach failed to meet his fundamental obligations. He lied in his interview with the enforcement staff by denying any involvement in the violations. His denials are contradicted by the prospect, the booster and an assistant coach, each of whom were involved in the impermissible arrangement. Further, the head coach failed to cooperate with the processing of this case. The COI afforded him multiple opportunities to participate. The head coach failed to submit a response

to the NOA and then failed to respond to the COI's repeated requests to confirm that he intended to participate in the resolution of the matter. When the head coach lied in his interview, he violated Bylaws 10.1 and 10.1-(c). Further, when the head coach failed to participate in the processing of the case, he violated Bylaw 19.01.3.

The COI has previously concluded that institutional employees commit major unethical conduct and failure to cooperate violations when they knowingly provide (or instruct others to provide) false or misleading information and/or do not cooperate in the infractions process. *See Lewis* (concluding that the head tennis coach committed a major unethical conduct violation when he instructed a student-athlete to provide false and misleading information) and *Shaw* (concluding via SDR that five individuals committed unethical conduct and failure to cooperate violations when they failed to fully cooperate with the investigation and/or processing of the case). Similar to these individuals, the head coach committed major violations.

V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the COI concludes this case involved major violations of NCAA legislation. Major violations are not isolated or inadvertent, provide or are intended to provide more than a minimal advantage, and include intentional violations of NCAA legislation.

In prescribing penalties, the COI evaluated relevant mitigating factors pursuant to Bylaw 19.5.2 and determined that the head coach's conduct did not establish any mitigating factors. After considering all information, the COI prescribes the following show-cause order for the head coach:

Penalty for Major Violations (Bylaw 19.5.2)

Show-cause order: The head coach was personally involved in arranging for a booster to pay a prospect's outstanding \$8,080 community college bill. Moreover, the head coach actively promoted an atmosphere of noncompliance and was central to a toxic and adversarial culture between his program and the rest of the athletics department. Further, when asked about his conduct, the head coach lied and denied any involvement in NCAA violations. Finally, he failed to meet his responsibility to cooperate and never responded to any of the COI's multiple requests to confirm his participation in this case. Given the scope of the violations in his program and the active disregard for compliance, a significant show-cause order is warranted. Therefore, the head coach shall be subject to a seven-year show-cause order from December 9, 2022, through December 8, 2029. In accordance with Bylaw 19.5.2.2 and COI Internal Operating Procedure (IOP) 5-16-1, any institution employing the head coach during the seven-year show-cause period shall restrict the head coach from all athletically related activities. Any NCAA member institution employing the head coach during the seven-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.

Although each case is unique, this show-cause order is consistent with prior cases involving head coach responsibility and/or ethical conduct violations. *See Lewis* (prescribing a five-year show-cause order associated with a head coach who knowingly provided impermissible benefits to tennis student-athletes and then instructed one of his student-athletes to lie); *Wilmington* (prescribing a five-year show-cause order for a head coach that knowingly provided women's tennis student-athletes with impermissible benefits that included cash for tuition, groceries, meals, gas and ride sharing services, transportation and gifts, violated head coach responsibility legislation and failed to cooperate); and *Lane College* (2019) (prescribing a five-year show-cause order when a head coach knowingly directed a partial qualifier to compete under the name of an eligible student-athlete, failed to promote an atmosphere for compliance and provided false and misleading information during the investigation). The severity of the head coach's conduct exceeded that of these and many other cases previously decided by this committee. In light of his intentional disregard for fundamental bylaws, a show-cause order exceeding these prior cases is warranted.

The COI advises the head coach that he should take every precaution to ensure that he or any employing institution observes the terms of the show-cause order. The COI will monitor the penalties during their effective periods. Any action by the head coach contrary to the terms of any of the show-cause order or any additional violations will cause the COI to consider extending show-cause order, prescribing more severe penalties, or may result in additional allegations and violations.

NCAA DIVISION II COMMITTEE ON INFRACTIONS

Jessica Chapin
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APPENDIX ONE
Bylaw Citations

Division II 2018-19 Manual

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

10.1 Unethical Conduct.

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

- (b) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid.

11.1.2.1 Responsibility of Head Coach. It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

13.2.1 General Regulation. An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to the prospective student-athlete or the prospective student-athlete's relatives or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by prospective student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's prospective students or their relatives or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.

13.2.3 Specific Prohibitions. Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

- (e) Cash or similar items;
- (l) Educational expenses or services (e.g., tuition, fees, room and board, books, tutoring, standardized test preparatory classes).

Division II 2019-20 Manual

11.1.2.1 Responsibility of Head Coach. It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

Division II 2020-21 Manual

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

- (c) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation.

19.01.3 Responsibility to Cooperate. All representatives of member institutions shall cooperate fully with the NCAA enforcement staff, Committee on Infractions, Infractions Appeals Committee and Management Council to further the objectives of the Association and its infractions program. The enforcement policies and procedures are an essential part of the intercollegiate athletics program of each member institution and require full and complete disclosure by all institutional representatives of any relevant information requested by the NCAA enforcement staff, Committee on Infractions or Infractions Appeals Committee during the course of an inquiry.

NEGOTIATED RESOLUTION

Missouri Southern State University – Case No. 01220

November 3, 2022

I. CASE SYNOPSIS

On April 11, 2022, the NCAA enforcement staff issued a notice of allegations. Subsequently and pursuant to NCAA Division II Bylaw 32.6.1, the enforcement staff negotiated a resolution with two of the three participating parties. Specifically, Missouri Southern State University (Missouri Southern State) and enforcement staff agree with the violations outlined in Agreed-Upon Findings of Facts Nos. 1 through 3, 5 and 6. The institution and former academic advisor (former academic advisor) and current assistant director of athletics for student-athlete success at another NCAA institution, agree with the violations outlined in Agreed-Upon Finding of Fact No. 1-b. Regarding the remaining allegations, former assistant football coach (former assistant football coach 1), is not participating in the processing of this matter and, therefore, Agreed-Upon Findings of Fact Nos. 3 and 4 are included pursuant to Bylaw 32.6.2.1.¹ former head football coach (former head football coach), still contests Allegation Nos. 1, 5 and 7 – which allege violations of recruiting, head coach responsibility and ethical conduct legislation – included in the April 11, 2022, notice of allegations.²

The institution's human resources department first learned about potential violations in April 2020 when another former assistant football coach (former assistant football coach 2) reported potential violations of NCAA legislation in the football program during his exit interview. Subsequently, in July 2020, former assistant football coach 2 provided the same information directly to the institution's compliance staff, which had not yet been made aware of the allegations. The institution's compliance staff immediately initiated an investigation. The institution interviewed other former football staff members and former football student-athletes, many of whom raised similar concerns regarding compliance with NCAA legislation within the football program. In October 2020, the institution contacted the enforcement staff, and the parties commenced a collaborative investigation that substantiated some of the information reported to compliance as well as other violations not known to or reported by the institution.

Regarding Agreed-Upon Finding of Fact No. 1-a, the former head football coach previously coached football student-athlete (student-athlete 1) at a community college during the 2016-17 academic year. Student-athlete 1 left the community college after one season and did not enroll at any institution during the 2017-18 academic year. In December 2018, the institution hired the former head football coach, and he began recruiting student-athlete 1 to the institution. At that time, student-athlete 1 had an outstanding tuition bill from the community college, which needed to be paid before student-athlete 1 could enroll at Missouri Southern State. The former head

¹ Agreed-Upon Finding of Fact No. 4 involves former assistant football coach 1's post-separation failure to cooperate and is not attributable to the institution.

² Pursuant to Bylaw 32.6.2.2, the enforcement staff will amend the April 11, 2022, notice of allegations to include this negotiated resolution. This agreement does not include Allegation No. 7, contained within the notice of allegations, as it is a post-separation violation that is not attributable to the institution.

football coach connected student-athlete 1 with a representative of the institution's athletics interests, who made a direct payment to the community college that satisfied student-athlete 1's outstanding tuition bill. Subsequently, student-athlete 1 cashed his scholarship checks and gave the cash to the former head football coach so the former head football coach could repay the representative of the institution's athletics interests.

Related to Agreed-Upon Finding of Fact No. 1-b, the institution hired the former academic advisor in September 2019. Earlier in her career, the former academic advisor worked as a teacher in American Samoa, where she developed relationships with the families of football student-athletes (student-athlete 2) and (student-athlete 3) prior to their recruitment by the institution. In the spring of 2020, during the onset of the COVID-19 pandemic and several months prior to his enrollment at the institution, student-athlete 2 resided at the former academic advisor's home in the Joplin, Missouri, area. The former academic advisor also paid student-athlete 2's outstanding tuition bill at a prior institution, which allowed student-athlete 2 to enroll at Missouri Southern State. Additionally, in October 2020, the former academic advisor paid a bail fee in connection with an arrest of student-athlete 3, who was then enrolled at Missouri Southern State. Both student-athletes later repaid the academic advisor. The former academic advisor mistakenly believed her prior relationship with the student-athletes and their families exempted her from applicable NCAA legislation.

Regarding Agreed-Upon Finding of Fact No. 2, during the summer months of both 2019 and 2020, football student-athletes engaged in countable athletically related activities (CARA) during the institutional vacation period. Specifically, the coaching staff required student-athletes to participate in approximately hour long "captain's practices" during which student-athlete team leaders led other student-athletes in drills and seven-on-seven activities as directed and observed by the coaching staff.

As outlined in Agreed-Upon Finding of Fact No. 3, in the summer of 2020, former assistant football coach 1 pressured then football student-athlete (student-athlete 4) to complete online courses for then football prospective student-athlete (student-athlete 5). Specifically, assistant football coach 1 threatened to withhold student-athlete 4's athletics aid if he did not complete student-athlete 5's coursework. Student-athlete 4 completed these online courses on behalf of student-athlete 5. Only former assistant football coach 1 and the former head football coach knew about the arrangement, and former assistant football coach 1 strictly advised student-athlete 4 not to speak to anyone about the arrangement.

The institution agrees, as outlined in Agreed-Upon Finding of Fact No. 5, that the former head football coach did not rebut the presumption of responsibility as required by Bylaw 11.1.2.1. Specifically, the former head football coach instructed the football staff to report to him in all matters, including any compliance issues or questions, thereby discouraging – not promoting – dialogue with and adherence to compliance. The former head football coach also openly disparaged the institution's compliance personnel and engaged in public disputes with other

administrators, including the former director of athletics. Additionally, the former head football coach did not demonstrate that he monitored his staff. Specifically, the former head football coach made academic performance of football student-athletes vital to coaches' job security, but he did not monitor his staff to ensure academic success was achieved in an appropriate manner.

Although aware of the conflicts between the former head football coach and the former director of athletics, senior members of the institution's administration did not re-emphasize or enforce the actual reporting structure to the former head football coach or the football staff, creating a perception of limited institutional oversight among football staff. With greater apparent latitude, the former head football coach emphasized a culture of isolation and distrust within the football program, which contributed to the violations. While the football program operated in this manner, at all times relevant to this matter, the institution's athletics department continued to emphasize a culture of compliance within the athletics department as a whole.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division II Manual Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.3-(e) and 13.2.3-(l) (2018-19); 13.2.1 (2018-19 and 2019-20); 13.2.3-(h) (2019-20); 16.11.2.1 and 16.11.2.3-(a) (2019-20 and 2020-21); and 14.12.1 and 16.8.1 (2020-21)]

The institution, former academic advisor and enforcement staff agree that from January 2019 through October 2020, the former head football coach and former academic advisor violated the NCAA principles of ethical conduct, knowingly arranged for impermissible inducements and/or provided impermissible inducements and benefits in the form of money loans and/or cost-free housing for two then football prospective student-athletes (student-athletes 1 and 2) and one then football student-athlete (student-athlete 3). As a result, one student-athlete competed in eight games and received actual and necessary expenses while ineligible. Specifically:

- a. In January 2019 and prior to student-athlete 1's enrollment at the institution, the former head football coach knowingly arranged for a representative of the institution's athletics interests to pay student-athlete 1's outstanding community college tuition bill of approximately \$8,080. Student-athlete 1 needed this bill paid to enroll at Missouri Southern State and participate on its football team. Student-athlete 1 subsequently repaid the former head football coach approximately \$7,000 in cash over three occasions using his institutional financial aid. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.3-(e) and 13.2.3-(l) (2018-19)]

- b. During the spring through fall of 2020, the former academic advisor provided impermissible inducements and benefits to two then football prospective and current student-athletes when:
 - i. From approximately March through the summer of 2020, the former academic advisor provided student-athlete 2 with cost-free housing at her home. The total value of the impermissible inducements was approximately \$2,000. [NCAA Bylaws 13.2.1 and 13.2.3-(h) (2019-20)]
 - ii. In or around the spring of 2020, the former academic advisor paid for student-athlete 2's outstanding community college tuition bill in the amount of approximately \$1,500. Student-athlete 2 repaid the former academic advisor the full amount in or around October 2020. [NCAA Bylaws 13.2.1, 13.2.3-(e) and 13.2.3-(l) (2019-20)]
 - iii. In or around October 2020, the former academic advisor provided student-athlete 3 a loan for bail money in the amount of \$500, which student-athlete 3 repaid in full. [NCAA Bylaw 16.11.2.1 and 16.11.2.3-(a) (2020-21)]
- 2. [NCAA Division II Manual Bylaws 17.1.6.3.5 and 17.10.8.1 (2018-19 and 2019-2020)]

The institution and enforcement staff agree that during June and July 2019 and 2020, the football program required and/or directed football student-athletes' participation in team CARA outside of the playing season and during the institutional vacation period. Specifically, the coaching staff required student-athletes to participate in approximately hour long "captain's practices" during which student-athlete team leaders led other student-athletes in drills and seven-on-seven activities as directed and observed by the coaching staff. As a result, the football program violated CARA limitations on approximately 16 occasions.

- 3. [NCAA Division II Bylaws 14.1.2.1-(a), 14.1.2.2 and 15.01.2 (2019-20)]

The institution and enforcement staff agree that from June through July 2020, former assistant football coach 1 engaged in academic misconduct when he directed student-athlete 4 to complete online courses for student-athlete 5. Specifically, former assistant football coach 1 threatened to withhold student-athlete 4's athletics aid if student-athlete 4 did not complete English Composition I and II for student-athlete 5. Student-athlete 4 was concerned he would not be able to pay for his off-campus housing without the athletics aid, so he completed the online courses for student-athlete 5. With the fraudulent online courses removed from his certification, student-athlete 5 did not meet transfer eligibility requirements and, as a result, received financial aid while ineligible.

4. [NCAA Division II Manual Bylaws 10.1, 10.1-(a) and 19.01.3 (2020-21)]

The institution and enforcement staff agree it is uncontested that from October 2021 to the present, after his separation from the institution, former assistant football coach 1, violated the NCAA principles of ethical conduct and failed to cooperate with the enforcement staff when he refused to participate in an interview and provide information relevant to an investigation of possible violations, despite multiple attempts through telephone calls and written correspondence to secure former assistant football coach 1's participation in an NCAA interview.³

5. [NCAA Division II Bylaw 11.1.2.1 (2018-19 and 2019-20)]

The institution and enforcement staff agree that from the spring of 2019 through October 2020, the former head football coach is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact Nos. 1 through 3 and did not rebut the presumption of responsibility. Specifically:

- a. The former head football coach did not demonstrate that he promoted an atmosphere for compliance due to the following:
 - i. The former head football coach had personal involvement in arranging for payment of student-athlete 1's community college bill in violation of NCAA recruiting inducement legislation, as outlined in Agreed-Upon Finding of Fact No. 1;
 - ii. The former head football coach condoned "captain's practices" in the summers of 2019 and 2020 in violation of NCAA legislation restricting CARA, as outlined in Agreed-Upon Finding of Fact No. 2; and
 - iii. The former head football coach continually made disparaging comments about the athletics compliance staff and discouraged the football staff from consulting with compliance, thus resulting in an environment that led to the violations outlined in Agreed-Upon Findings of Fact Nos. 1 through 3.
- b. The former head football coach did not demonstrate that he monitored his staff. After repeatedly threatening football staff members they would lose their jobs if student-athletes did not perform well athletically and academically, the former head football coach did not monitor what actions his coaching staff took to comply with his directives.

³ The violations occurred while former assistant football coach 1, who is not participating in the case, was not employed at the institution.

6. [NCAA Constitution 2.8.1 (2018-19 through 2020-21)]

The institution and enforcement staff agree that from approximately spring through October 2020, the scope and nature of the violations detailed in Agreed-Upon Findings of Fact Nos. 1-b and 3 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor the football program to ensure compliance with applicable NCAA legislation. Specifically:

- a. Throughout his tenure, the former head football coach did not report to his direct supervisor, the former director of athletics. As a result, the former head football coach had the latitude to and did exercise an even greater influence on football staff members when he discouraged them from consulting with athletics compliance.
- b. The athletics administration was aware the former academic advisor was hired under a football coaching position and did not report through compliance as dictated by the athletics organizational structure. Additionally, the athletics department was aware of the former academic advisor's close, prior relationship with the student-athletes identified in Agreed-Upon Finding of Fact No. 1-b and did not implement systems to monitor her relationships with these student-athletes.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

The former head football coach violated the NCAA principles of ethical conduct and failed to cooperate after his employment at the institution. Because the former head coach is not in agreement with the negotiated resolution, the violation is included in the original and amended notice of allegations.

After the occurrence of the football program's violations described in this agreement, the then director of athletics and president left the institution. The institution's current president took office shortly before the athletics department learned of potential violations in July 2020. Moreover, the majority of the football staff are no longer at the institution.

V. PARTIES' AGREED-UPON PENALTIES

Pursuant to Bylaw 32.6.2.3-(e), the parties agree to the following penalties:

Penalties for Major Violations (Bylaw 19.5.2)

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. Three years of probation from November 3, 2022, through November 2, 2025.⁴
3. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
 - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by December 15, 2022, 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 September 15th, during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting, extra benefit and academic misconduct legislation.
 - d. Inform prospects in the football program in writing that the institution is on probation for three years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the football program. 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

⁴ Institutions must serve probation during the prescribed penalty period.

happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.

4. Scholarship reduction: During the 2022-23 academic year, the institution shall limit the number of grants-in-aid awarded in the football program to 34.2 during that year.
5. Vacation of team and individual records: Ineligible participation in the football program occurred over the fall of 2019 as a result of violations in this case. Therefore, pursuant to Bylaw 19.5.2-(g) and Executive Regulations 31.2.2.4 and 31.2.2.5, Missouri Southern State shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, Missouri Southern State's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, Missouri Southern State's records regarding its 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 football program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

6. The institution shall pay a fine of \$5,000 to the NCAA.
7. Recruiting restrictions: The institution shall prohibit off-campus recruiting contacts and evaluations in the football program for a one-week period during the 2022-23 academic year.
8. Outside audit or review: Missouri Southern State shall undergo an audit of its athletics policies and procedures during the term of probation. Missouri Southern State shall implement all recommendations made by the reviewers and shall provide a copy of the reviewer's report in its annual report.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the NCAA Division II Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
10. Show-cause order: The former academic advisor violated recruiting inducement and extra benefits legislation. Therefore, the former academic advisor shall be subject to a one-year show-cause order pursuant to Bylaw 19.5.2.2. The show-cause order shall be in effect from November 3, 2022, through November 2, 2023. During the term of the show-cause, the former academic advisor shall attend an NCAA Regional Rules Seminar one time at her own expense, attend monthly NCAA rules education sessions at her current institution and present a rules education session concerning impermissible inducements/benefits and her role in this infractions case to the athletics staff at her current institution. Any member institution that employs the former academic advisor 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.
11. Show-cause order: Former assistant football coach 1 violated academic misconduct and ethical conduct legislation. Therefore, former assistant football coach 1 shall be subject to a four-year show-cause order from November 3, 2022, through November 2, 2026. In accordance with Bylaw 19.5.2.2.1 and Committee on Infractions Internal Operating Procedure 5-16-1-1, any employing member institution shall restrict former assistant football coach 1 from all athletically related activity during the show-cause period. If former assistant football coach 1 becomes employed by a member institution in an athletically related position during the four-year show-cause period, the employing institution 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.

12. Disassociation: The institution shall disassociate the representative of the institution's athletics interests for a period of two years beginning with the release of this infractions decision on November 3, 2022. Pursuant to Bylaw 19.5.2-(r), during the period of disassociation, the institution shall:

- a. Refrain from accepting any assistance from the representative of the institution's athletics interests that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
- b. Refuse financial assistance or contributions to the institution's athletics program from the representative of the institution's athletics interests;
- c. Refrain from providing any benefit to the representative of the institution's athletics interests, either directly or indirectly, that is not available to the general public; and
- d. Take such other actions that the institution determines to be within its authority to eliminate the involvement of the booster in the institution's athletics program

VI. PARTIES TO THE CASE

A. In agreement with the negotiated resolution (the parties).

The institution, former academic advisor and enforcement staff.

B. Not in agreement with the negotiated resolution.

The former head football coach.

C. Not participating in the case.

Former assistant football coach 1.

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 32.6, and the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that the violations identified in this agreement occurred and should be classified as major.

If the Committee on Infractions approves the negotiated resolution, the institution and former academic advisor agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and former academic advisor 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 19.5.

The OCOI will monitor the penalties during their effective periods. Any action by the institution or former academic advisor 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, Missouri Southern State shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, November 3, 2022.

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 32.7) or notice of allegations (Bylaw 32.6) 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.

VIII. DIVISION II COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 32.6.5, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI 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 32.6.3. 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 19.5 and with past case guidance. Pursuant to Bylaw 32.6.5, this negotiated resolution has no precedential value.

The COI advises Missouri Southern State University, former assistant coach 1 and the former academic advisor 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, former assistant football coach 1 and the former academic advisor 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

Jessica Chapin
David Hansburg
John David Lackey, Chair
Richard Loosbrock
Melissa Reilly
Leslie Schuemann
Jason Sobolik

