

NEGOTIATED RESOLUTION¹

University of North Dakota – Case No. 020545

June 5, 2026

I. CASE SYNOPSIS

The University of North Dakota (North Dakota); Travis Stepps (Stepps), assistant football coach; Eric Schmidt (Schmidt), head football coach; and NCAA enforcement staff agree with the violations and penalties detailed below.

Stepps initially recruited Student-Athlete 1 during the summer of 2025 while Student-Athlete 1 attended Riverside Community College. However, Student-Athlete 1 ultimately enrolled at Lindenwood University (Lindenwood) and Stepps ended his recruitment. On November 16, 2025, Student-Athlete 1 contacted Stepps by text message and asked if he could send his practice film to Stepps and have an opportunity to transfer to North Dakota in January 2026. Prior to the transfer portal opening on January 2, 2026, Stepps sent 11 text messages to Student-Athlete 1 between November 16 and December 5, 2025, during which they discussed Student-Athlete 1's potential transfer to North Dakota. Student-Athlete 1 also provided his unofficial academic transcript to Stepps on November 26, 2025.

On December 4, 2025, Stepps forwarded Student-Athlete 1's academic transcript to the compliance staff for review. The compliance staff immediately identified the potential impermissible contact. As a result, the institution interviewed Stepps, instructed him to cease further communication and self-reported the impermissible contacts to the enforcement staff.² The institution later submitted screenshots of the entire text conversation to the enforcement staff. The text conversation demonstrates that Stepps knew Student-Athlete 1 was enrolled at another institution but continued to communicate with him anyway. Further, Stepps acknowledged to the enforcement staff and institution that he knew his communications with Student-Athlete 1 were impermissible; yet Stepps did not disclose his communications with or recruitment of Student-Athlete 1 to anyone, including Schmidt, until he forwarded Student-Athlete 1's transcripts to the compliance staff.

Schmidt was not personally involved in and had no knowledge of the violations as Stepps concealed his communications with and recruitment of Student-Athlete 1. The case record indicates that Schmidt promoted an atmosphere of compliance within the football program and monitored his staff.

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 Despite this instruction, Stepps had a final impermissible contact when he accepted a phone call from Student-Athlete 1 on January 2, 2026, even though he was not in the transfer portal.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaw 13.1.1.4 (2025-26)] (Level II)

Between November 16, 2025, and January 2, 2026, Stepps had impermissible communications with Student-Athlete 1 without first obtaining authorization through the notification of transfer process. Specifically, Stepps had impermissible contact with Student-Athlete 1 when he sent 11 text messages before Student-Athlete 1 entered the transfer portal. On January 2, 2026, Stepps had an additional impermissible contact when he accepted a call from Student-Athlete 1.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2025-26)] (Level II)

Between November 16, 2025, and January 2, 2026, Schmidt is responsible for the violations detailed in Agreed-Upon Findings of Fact No. 1.

B. Agreed-upon aggravating and mitigating factors.

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

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

1. Institution:

a. Aggravating factors. [NCAA Bylaw 19.12.3.1]

- (1) Multiple Level I and/or Level II violations for which the institution is responsible.
- (2) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.
- (3) Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority.

b. Mitigating factors. [NCAA Bylaw 19.12.4.1]

- (1) Prompt self-disclosure of the violations.

- (2) Prompt acknowledgement and acceptance of responsibility for the violations.
- (3) Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10.
- (4) An established history of self-reporting Level III violations.³
- (5) The absence of prior conclusions of Level I, Level II or major violations within the past 10 years.

2. Involved Individual [Stepps]:

a. Aggravating factors. [NCAA Bylaw 19.12.3.2]

- (1) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.
- (2) Intentional, willful or blatant disregard for NCAA bylaws.

b. Mitigating factors. [NCAA Bylaw 19.12.4.2]

- (1) Prompt acknowledgement of and acceptance of responsibility for the violations.
- (2) Affirmative steps to expedite a final resolution of the matter, including timely submission of a negotiated resolution pursuant to 19.10.
- (3) The absence of prior conclusions of Level I, II or major violations.

3. Involved Individual [Schmidt]:

a. Aggravating factor(s). [NCAA Bylaw 19.12.3.2]

The enforcement staff did not identify any aggravating factors for Schmidt.

b. Mitigating factors. [NCAA Bylaw 19.12.4.2]

- (1) Prompt acknowledgement and acceptance of responsibility for the violations.

³ From 2021 through 2025, the institution reported 27 Level III violations, approximately five per year.

- (2) Affirmative steps to expedite a final resolution of the matter, including timely submission of a negotiated resolution pursuant to 19.10.
- (3) The absence of prior conclusions of Level I, Level II or major violations.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

Head coach responsibility for Schmidt.

As noted, Schmidt was not personally involved in and had no knowledge of the violations as Stepps concealed his communications with and recruitment of Student-Athlete 1. The case record indicates that Schmidt promoted an atmosphere of compliance within the football program and monitored his staff. Accordingly, the parties agree that a penalty for Schmidt is not appropriate. However, Schmidt will be subject to the institutional recruiting restrictions outlined below.

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.

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

1. Probation: One year of probation from **June 5, 2026, through June 4, 2027.**
2. Financial penalty: The institution shall pay a fine of \$25,000.
3. Recruiting restrictions: The institution shall prohibit recruiting communications in football for one week (seven consecutive days) during the football notification of transfer window in January 2027.

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

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The institution shall reduce official paid visits in football during the 2026-27 academic year by 3% of the average number of official paid visits in football from the previous four years.

The institution shall prohibit unofficial visits in football for three weeks (three separate 7 consecutive day periods when otherwise permissible during the 2026-27 academic year.

4. Show-Cause Order: Stepps violated recruiting legislation when he had impermissible communications with a four-year college prospective student-athlete who was not in the transfer portal. Therefore, Stepps shall be subject to a one-year show-cause order from **June 5, 2026, through June 4, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall prohibit Stepps from having communications with four-year college prospective student-athletes during the entire January 2027 football notification of transfer window, suspend Stepps from one date of competition per the terms below in No. 5 and require Stepps to complete regular NCAA Learning Portal modules. Any member institution that employs Stepps in an athletically related position during the one-year show-cause period shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.
5. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Stepps in an athletically related position shall suspend Stepps from 8% of the football regular season contests during the first season of employment within the show-cause period. This suspension corresponds with one regular season contest. The provisions of this suspension apply to all athletically related duties and require that Stepps not be present with or have contact with or communication with football coaching staff members or student-athletes during the suspension period. The suspension begins on the date of the first scheduled contest of the championship segment. 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, Stepps may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Stepps on a temporary basis during the period of suspension. The results of those contests from which Stepps 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 19.12.9)

6. Public reprimand and censure through the public release of the negotiated resolution agreement.
7. During the 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 activities.
 - b. Submit a preliminary report to the OCOI by **July 31, 2026**, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by **April 30th** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to the recruitment of four-year college prospective student-athletes.
 - 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.
 - 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.

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

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the NCAA Division I 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, the institution, Schmidt and Stepps agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Schmidt and Stepps 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 OCOI will monitor the penalties during their effective periods. Any action by the institution, Schmidt or Stepps contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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

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

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated

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resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for the institution, Schmidt and Stepps. 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 the institution, Schmidt and Stepps that they should take every precaution to ensure that they observe the terms of the penalties. Any action by the institution, Schmidt or Stepps contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Norman Bay

Susan Lipnickey, chief hearing officer

Steve Waterfield