

NEGOTIATED RESOLUTION¹

King University – Case No. 020321

October 11, 2024

I. CASE SYNOPSIS

King University, the then head men's and women's volleyball coach (then head coach), and the NCAA enforcement staff agree with the violations and penalties detailed below.

In the fall of 2023, the institution submitted a self-report to the enforcement staff related to potential violations involving the provision of impermissible benefits by then head coach to multiple men's and women's volleyball student-athletes. Specifically, in October 2023, the institution heard rumors of potential violations involving the provision of impermissible extra benefits by then head coach to a women's volleyball student-athlete. The institution conducted an internal inquiry, and on November 9, 2023, provided the enforcement staff with a summary report of its findings. The enforcement staff then began a joint inquiry with the institution.

Regarding Agreed-Upon Finding of Fact No. 1, the institution, then head coach and enforcement staff agree that between 2022 and 2023, two men's volleyball student-athletes and one women's volleyball student-athlete received impermissible benefits from then head coach in the form of cash, check and electronic payments (Venmo). Specifically, during recruitment of the then prospective student-athletes, then head coach promised each a specific amount of athletics aid via email, which was more than what the student-athletes subsequently received upon enrollment at the institution. When the student-athletes discovered that the amount received in their official institutional aid package was less than what then head coach had promised, they notified then head coach of the discrepancy. To remedy the deficit, then head coach used his personal funds to pay the student-athletes the difference, resulting in a total of \$4,500 in impermissible benefits.

Additionally, regarding Agreed-Upon Finding of Fact No. 2, the institution, then head coach and enforcement staff agree that between 2021 and 2023, then head coach arranged for two men's and four women's volleyball student-athletes to provide at least 11 men's and women's volleyball prospective student-athletes with an impermissible meal during their unofficial visits to campus. Then head coach subsequently used personal funds to reimburse the student-athletes for the meals, resulting in a total of \$784 in impermissible benefits. Then head coach could have permissibly provided the meals to the student-athletes pursuant to NCAA Bylaw 16.5.1-(f)-(1) as an occasional meal but failed to use institutional funds pay for the meals and did not follow the institution's

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

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occasional meal policy.² In addition, the meals provided to the prospective student-athletes on unofficial visits could have been provided pursuant to Bylaw 13.7.2.1.1 but were impermissible because then head coach used personal rather than institutional funds to pay for the meals.³

As outlined in Agreed-Upon Finding of Fact No. 3, the institution, then head coach and enforcement staff agree that then head coach did not rebut the presumption of responsibility required by Bylaw 11.1.2.1 due to his personal involvement in the violations. Then head coach admitted involvement and did not dispute the violations.

Finally, Agreed-Upon Finding of Fact No. 4 details the institution's failure to adequately monitor its men's and women's volleyball programs and to ensure compliance with NCAA financial aid and benefit legislation.

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), 13.2.1, 14.12.1, 15.01.2, 16.8.1 and 16.11.2.1 (2021-22 through 2023-24)] (Major)

The institution, then head coach and enforcement staff agree that from January 31, 2022, through August 24, 2023, then head coach violated the NCAA principles of ethical conduct when he knowingly provided approximately \$4,500 in impermissible benefits in the form of cash, check and electronic payments (Venmo) to two men's and one women's volleyball student-athletes.⁴ Specifically, during then head coach's recruitment of then prospective student-athletes, then head coach promised each a specific amount of athletics aid, which was more than what the student-athletes received upon enrollment at the institution. To remedy the deficit, then head coach used his personal funds to pay the student-athletes the difference, resulting in an impermissible benefit. As a result of the impermissible benefits, the women's volleyball student-athlete competed in eight contests and received actual and necessary expenses while ineligible, and one men's volleyball student-athlete competed in 48 contests and received actual and necessary expenses while ineligible. Specifically:

² Bylaw 16.5.1 Permissible. Identified housing and meal benefits incidental to a student's participation in intercollegiate athletics that may be financed by the institution are: (f) Occasional Meals: (1) Institutional Staff Member. A student-athlete or the entire team in a sport may receive an occasional meal in the locale of the institution on infrequent and special occasions from an institutional staff member. An institutional staff member may provide reasonable local transportation to student-athletes to attend such meals.

³ 13.7.2.1.1 Meals. An institution may provide a prospective student-athlete (and the prospective student-athlete's relatives or legal guardians) with one meal on or off campus in the locale of the institution during an unofficial visit.

⁴ The impermissible benefits did not cause the men's or women's volleyball programs to exceed the permissible maximum value of financial aid awards in those respective programs.

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- a. From January 31 through March 3, 2022, then head coach provided men's volleyball student-athlete 1 \$750 via Venmo and \$2,250 via check, for a total of \$3,000. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 15.01.2 and 16.11.2.1 (2021-22)]
 - b. On July 31, 2023, then head coach provided \$1,000 in cash to then women's volleyball student-athlete 2. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 15.01.2 and 16.11.2.1 (2022-23)]
 - c. On August 24, 2023, then head coach provided \$500 via Venmo to men's volleyball student-athlete 3. [NCAA Bylaws 10.01.1, 10.1, 10.1-(b) 13.2.1, 15.01.2 and 16.11.2.1 (2023-24)]
2. [NCAA Division II Manual Bylaws 13.2.1, 13.7.2.1.1, 14.12.1, 16.8.1 and 16.11.2.1 (2020-21 through 2023-24)] (Major)

The institution, then head coach and enforcement staff agree that from January 28, 2021, through October 11, 2023, then head coach arranged for two men's and four women's volleyball student-athletes to provide at least 11 men's and women's volleyball prospective student-athletes with an impermissible meal during their unofficial visits to campus and subsequently used personal funds to reimburse the student-athletes a total of \$784.⁵ As a result of the impermissible benefits, six men's and women's volleyball student-athletes competed in 177 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On January 28, 2021, then head coach arranged for then men's volleyball student-athlete 4 to provide a then men's volleyball prospective-student athlete a meal during an unofficial visit and subsequently used his personal funds to reimburse then student-athlete 4 approximately \$72 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2020-21)]
- b. On September 15, 2021, and February 7 and November 14, 2022, then head coach arranged for women's volleyball student-athlete 5 to provide nine women's volleyball student-athletes and three then women's volleyball prospective student-athletes a meal during their

⁵ The institution and the enforcement staff were unable to identify all the volleyball prospective student-athletes and student-athletes who received impermissible meals. The student-athletes who could be identified were included in the ineligible competition total (student-athletes 4 through 9 competed in 177 contests). Upon questioning, student-athletes 4 through 9 could not remember the names of the prospective student-athletes, or any other student-athletes, present at the meals. As such, the additional unnamed student-athletes and prospective student-athletes included in subparts (a) through (f) could not be identified and were not included in the ineligible competition total. It is also unknown whether any of the unnamed prospective student-athletes subsequently enrolled at King University. The number of student-athletes and prospective student-athletes included in the ineligible competition total may be higher because of the inability to identify all parties who were present at the meals. Had the then head coach followed the institution's policies regarding unofficial visits, the institution would be able to identify the unnamed prospective student-athletes.

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unofficial visits and subsequently used his personal funds to reimburse student-athlete 5 a total of approximately \$181 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2021-22 and 2022-23)]

- c. On April 1, 2022, and February 28, 2023, then head coach arranged for women's volleyball student-athlete 6 to provide seven women's volleyball student-athletes and three then women's volleyball prospective student-athletes a meal during their unofficial visits and subsequently used his personal funds to reimburse student-athlete 6 a total of approximately \$206 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2021-22 and 2022-23)]
- d. On February 9, 2023, then head coach arranged for women's volleyball student-athlete 7 to provide two women's volleyball student-athletes and a then women's volleyball prospective student-athlete a meal during an unofficial visit and subsequently used his personal funds to reimburse student-athlete 7 approximately \$51 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2022-23)]
- e. On March 3 and September 9, 2023, then head coach arranged for men's volleyball student-athlete 8 to provide seven men's volleyball student-athletes and two then prospective student-athletes a meal during their unofficial visits and subsequently used his personal funds to reimburse student-athlete 8 a total of approximately \$231 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2022-23 and 2023-24)]
- f. On October 11, 2023, then head coach arranged for women's volleyball student-athlete 9 to provide two women's volleyball student-athletes and a then women's volleyball prospective student-athlete a meal during an unofficial visit and subsequently used his personal funds to reimburse student-athlete 9 approximately \$43 via Venmo. [NCAA Bylaws 13.2.1, 13.7.2.1.1 and 16.11.2.1 (2023-24)]

3. [NCAA Division II Manual Bylaw 11.1.2.1 (2021-22 through 2023-24)] (Major)

The institution, then head coach and enforcement staff agree that that from January 28, 2021, through October 11, 2023, then head coach failed to promote an atmosphere of compliance due to his personal involvement in the violations detailed in Agreed Upon Findings of Fact Nos. 1 and 2.

4. [NCAA Division II Manual Constitution 2.8.1 (2020-21 through 2021-22) and Bylaw 7.01.10 (2022-23 and 2023-24)] (Major)

The institution and enforcement staff agree that from January 28, 2021, through October 11, 2023, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its men's and women's volleyball programs and to ensure compliance with NCAA financial aid and benefit legislation. Specifically, the institution failed to establish adequate

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compliance systems and adequately monitor existing compliance systems to ensure the men's and women's volleyball programs adhered to NCAA legislation pertaining to prospective student-athlete unofficial visits and student-athletes' receipt of extra benefits. The deficiencies contributed to the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

On January 10, 2024, the NCAA academic and membership affairs staff (AMA) reinstated the eligibility of the student-athletes who received the impermissible benefits detailed in Agreed Upon Finding of Fact No. 1, based on repayment by the student-athletes. On April 11, 2024, AMA reinstated the eligibility of the student-athletes who received the impermissible benefits detailed in Agreed-Upon Finding of Fact No. 2. AMA determined that based on mitigating factors, relief from repayment and withholding was appropriate.

In addition, the institution served a three-year probation penalty (from prior major infractions Case No. 00959) that began September 4, 2020. The institution successfully completed requirements of the probation as of September 3, 2023. As detailed in Agreed Upon Findings of Fact Nos. 1 through 3, all but two of the impermissible benefit violations, which involved a different head coach and sport programs, occurred during this probationary period. The then head coach in the current case also concealed his actions from the institution and did not ask for clarification prior to acting.

V. PARTIES' AGREED-UPON PENALTIES⁶

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

Penalties for Major Violations (Bylaw 19.12.4)

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

⁶ 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 COI aware of the impossibility and must complete the penalty at the next available opportunity.

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2. Three years of probation from **October 11, 2024**, through **October 10, 2027**.⁷
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 extra benefits legislation.
 - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by November 30, 2024, 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 August 1st during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting inducements, unofficial and official visits, and extra benefits.
 - d. Inform prospects in the men's and women's volleyball 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 website "landing page" for the men's and women's volleyball programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (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 Institutions must serve probation during the prescribed penalty period.

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4. 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 (COI) affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
5. Scholarship reduction: During the 2025-26 academic year, the institution shall reduce the athletics aid equivalencies in the sport of men's volleyball by .07 from the four-year average of athletics aid in that sport. This reduction is a doubling of the amount of the overcompensation provided to the involved student-athletes.
6. Vacation of team and individual records: Ineligible participation in the men's and women's volleyball programs occurred between January 2021 through October 2023 as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.4-(f), 19.12.4.5 and 19.12.4.6, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport programs, 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 programs 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

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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.

7. The institution shall pay a fine of \$2,500 to the NCAA.
8. **Outside Audit:** During the first and third year of the probationary period, the institution shall have an independent, external agency or consultant experienced in NCAA compliance matters and investigations conduct a thorough review of the institution's athletics compliance program. The institution is required to provide the COI with a copy of its outside audits in the annual report immediately following the completion of the audit. The first audit must be completed during the first year of probation and will be used as a baseline of the institution's compliance program during the probationary period. The first audit should set forth a list of recommendations and establish a reasonable time period for the institution to implement those recommendations during the probationary period. In the third year of probation, the institution shall undergo a second outside audit. In addition to a review of the institution's compliance program, the auditor must also review the institution's first audit and progress made toward implementing all recommendations. As part of the annual reporting process, the institution must include updates on the status of all audit recommendations.
9. During each year of the term of probation, the compliance director shall attend the NCAA Regional Rules Seminar. The institution must include documentation of registration and the sessions attended in its annual compliance reports immediately following the compliance director's attendance at the NCAA Regional Rules Seminars.
10. **Recruiting restrictions:** No unofficial visits in the sports of men's and women's volleyball for one year from **October 11, 2024**, through **October 10, 2025**.
11. **Show-cause order:** The then head coach violated impermissible benefit legislation when he knowingly provided cash, check and electronic payments to multiple student-athletes. Therefore, the then head coach shall be subject to a three-year show-cause order from **July 22, 2024**, through **July 21, 2027**.⁸ In accordance with Bylaw 19.12.4.1 and COI Internal Operating Procedure 5-17-1-2, during the show-cause period:
 - a. Any employing member institution shall restrict the then head coach from any athletically related position during the first two years of the show-cause.
 - b. If the then head coach becomes employed during the third year of the show-cause, any employing member institution shall suspend the head coach from the first six dates of

⁸ On July 22, 2024, the COI considered the parties' jointly submitted NR. The panel approved the then head coach's penalties, which went into effect as of that date. With respect to the institution, the panel sought clarification regarding aspects of the agreement, which ultimately resulted in the enforcement staff's submission of an amended NR on September 27, 2024. The panel subsequently approved the amended NR and the institution's penalties are effective as of the date of release, October 11, 2024.

competition of the first season of his employment during the third year of the show-cause period. The provisions of the suspension require that the then head coach not be present in the facility where the contests are held and have no contact or communication with members of the men's or women's volleyball coaching staff or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time which begins at 12:01 a.m. the day of each of the six contests and ends at 11:59 p.m. on the day of each meet. During each day of the suspension, the then head coach may not participate in any coaching activities, including but not limited to, team travel, practice, video study, recruiting and team meetings. If he is serving as a head coach during the time of suspension, the results of those contests from which the then head coach is suspended shall not count in his coaching career record.

If the then head coach becomes employed by a member institution in an athletically related position during the three-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.

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and the NCAA Division II COI 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 COI approves the negotiated resolution, the institution and then head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and then head coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaw 19.12.

The OCOI will monitor the penalties during their effective periods. Any action by the institution or then head coach 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, King shall be subject to the provisions of Bylaw 19.12.4.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, October 11, 2024.

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

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

VII. DIVISION II COMMITTEE ON INFRACTIONS APPROVAL

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

The COI advises King and the then head coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or the involved individual 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

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

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APPENDIX

KING'S CORRECTIVE ACTIONS

1. During the 2024-25 academic year, the institution reduced the athletics aid equivalencies in the sport of women's volleyball by .03 from the four-year average of athletics aid in that sport. The reduction was double of the amount of the overcompensation provided to the involved student-athletes.