

Legal Issues in

COLLEGIATE ATHLETICS

A Report of Court Decisions, Legislation and Regulations Affecting Collegiate Athletics

Gunner Kiel Demonstrates that Verbal Commitments Are Not Binding

By Daniel B. Fitzgerald

Gunner Kiel, of Columbus, Indiana, was the top rated pro-style quarterback in high school football this past year, according to the recruiting website Rivals.com. In fact, Rivals.com compares him to a certain famous quarterback in Indiana: Peyton Manning.

Kiel, as one would expect, had his choice of colleges. Nevertheless, the recruiting process was anything but smooth. In what he described as a “roller-coaster ride,” Kiel verbally committed to Indiana University before changing his mind and deciding to attend Louisiana State University. Last month, shortly before the start of the spring semester, Kiel got cold feet, reportedly due to the distance of LSU from his home. Kiel then enrolled early at the University of Notre Dame, which is approximately a four-hour drive from his Columbus home. Significant criticism followed in the wake of Kiel’s change of heart. LSU coach Les Miles even got into the act, publicly questioning Kiel’s leadership ability. Despite this backlash, Kiel’s journey underscored some of the issues that student-athletes face during the recruiting process. Specifically, Kiel demonstrated the non-binding nature of verbal commitments as well as value of choosing the right school prior to entering into a binding agreement.

First and foremost, Kiel’s recruiting experience reminds us that recruits are only 17 or 18 years old, and are prone to changing their minds. Perhaps more importantly, Kiel’s recruitment demonstrates the fact that a verbal commitment is not binding on either the school or student-athlete. The NCAA describes a verbal commitment as follows:

Verbal commitment is the phrase used to describe a college-bound student-athlete’s commitment to a school before he or she is able to sign a National Letter of Intent (“NLI”). A college-bound student athlete can announce a verbal commitment at any time. While verbal commitments have become popular, they are NOT binding on either the college-bound student-athlete or the school. Only the signing of the NLI accompanied by a financial aid agreement is binding on both parties.

If a verbal commitment is not binding on either side, what is its purpose in the recruiting process? For coaches, verbal commitments allow them to plan their recruiting strategies and rosters for the upcoming

season. For student-athletes, verbal commitments may reduce the stress of the recruiting process, as other coaches may end their pursuit of these student-athletes. However, as demonstrated by the recent flap in the Big Ten between Wisconsin’s Bret Bielema and Ohio State’s Urban Meyer, verbal commitments do not preclude other coaches from contacting student-athletes. Most importantly, verbal commitments do not assure student-athletes admission into the schools to which they commit. In fact, even the NLI, which operates as a binding contract, does not ensure that student-athletes will be admitted into their school of choice.

As an early enrollee, Kiel never had the opportunity or pressure of signing an NLI. If Kiel, like most recruits, had signed a NLI to attend a particular school (which he would not have been able to do until February 1), he would be bound to attend that school. If he changed his mind, he would have to ask for a release from that school, which the school would not be required to provide. Ultimately, Kiel could have lost a year of eligibility had he signed a NLI and subsequently changed his mind.

Kiel also may have been concerned with the current state of transfer rules. Student-athletes must be aware that, once enrolled in a college, they are not always free to transfer. Rather, student-athletes enrolled in a college must request permission to contact other schools and receive a release from their scholarship obligations. Schools often deny student-athletes permission to contact schools that are viewed as competitors, either on the field or the recruiting trail. Student-athletes have the ability to appeal such decisions, but there is no guaranty of success.

In light of the restrictive nature of the NLI and NCAA transfer rules, Kiel deserves credit for using the system to his advantage, carefully weighing his options and making the best decision for him, even if it was unpopular. Recent issues in college sports, such as the situation involving former Kansas quarterback Brock Berglund, demonstrate that choosing the right school the first time around is of the utmost importance. Once NLIs are signed and/or student-athletes are enrolled in schools, their options become limited. Essentially from this point forward, student-athletes need permission from the schools they have committed to, or enrolled in, to seek other opportunities.

Gunner Kiel, however, was free to make his own choice by virtue of the fact that he only verbally committed to Indiana and LSU before settling in South Bend. When Kiel’s roller-coaster ride of recruitment came to a stop, it appeared that he handled it quite well, using the rules surrounding verbal commitments to his advantage and ensuring that he ultimately chose the right school for him.

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