



**UNIVERSITY OF TENNESSEE, KNOXVILLE**  
**PUBLIC INFRACTIONS DECISION**  
**July 14, 2023**

**I. INTRODUCTION**

The NCAA Division I Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division I membership and the public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case centered on recruiting violations in the football program at the University of Tennessee, Knoxville.<sup>2</sup> It involved a total of 22 collective Level I violations, which were comprised of more than 200 individual violations. The most serious violations centered on football staff members arranging and providing significant impermissible inducements to prospects in connection with unofficial visits and providing direct cash payments to prospects, student-athletes and their family members. Due to the head football coach's personal involvement in violations and the rampant misconduct within the football program, the panel determined that he violated head coach responsibility legislation. Additionally, the scope and scale of the violations in this case demonstrated that the institution failed to monitor the football program.

From September 2018 through November 2020, the Tennessee football program operated a scheme to bring highly touted prospects to campus on impermissible paid visits that were not official visits. During these visits, members of the football coaching and recruiting staffs arranged and paid for hotel lodging, meals, entertainment and other inducements for the prospects and those who traveled to Knoxville with them. The staff also involved enrolled football student-athletes in the scheme, asking them to act as hosts for the visiting prospects and providing them with cash to offset their hosting expenses. Many of the visits took place during the COVID-19 recruiting dead period, when official and unofficial visits were strictly prohibited to protect the health and safety of prospects, student-athletes and staff. Additionally, the head coach and his wife provided substantial amounts of cash to certain prospects, student-athletes and their family members.

In total, the football program's scheme involved 29 prospects, 39 prospect family members or friends, 10 student-athletes, three student-athlete family members, nine individuals associated with prospects (*e.g.*, high school or non-scholastic coaches) and three boosters. At least a dozen

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<sup>1</sup> Infractions cases are decided by hearing panels comprised of COI members. Decisions issued by hearing panels are made on behalf of the COI.

<sup>2</sup> A member of the Southeastern Conference, Tennessee has a total enrollment of approximately 34,000 students. It sponsors nine men's and 11 women's sports. This is the institution's fifth Level I, Level II or major infractions case. Tennessee had previous cases in 2012 (football), 2011 (men's basketball), 1991 (football) and 1986 (football).

members of the football coaching and recruiting staff were involved, and they provided these individuals with benefits and recruiting inducements totaling over \$60,000. The involved staff members acted knowingly, and they actively worked to conceal their conduct from the athletics compliance staff. Once their conduct came to light, several staff members continued to attempt to cover up their violations by providing untruthful information during interviews with the institution and enforcement staff. The actions of these individuals—including the head coach—involved some of the most egregious, intentional and blatant disregard of fundamental NCAA rules the COI has encountered. The staff members' conduct violated numerous provisions of Bylaw 13 recruiting legislation, Bylaw 16 benefits legislation and Bylaw 10 unethical conduct legislation. These violations are Level I.

Due to the extensive violations that occurred within the football program and the head coach's direct personal involvement in some of those violations, the head coach could not demonstrate that he promoted an atmosphere of compliance or monitored his staff. Although the head coach claimed that he established clear expectations for compliance, the culture that existed within the football program tells another story. His staff knowingly committed hundreds of violations with little to no concern for the consequences, and those violations went unreported for more than two years. Moreover, the head coach generally failed to detect red flags within his program and did not conduct adequate follow-up on the few occasions when he did identify an issue. Nor did the head coach lead by example, instead knowingly violating some of the most fundamental NCAA rules when he provided prospects, student-athletes and their families with cash payments. His conduct fell far below the membership's expectations and standards for head coaches and violated Bylaw 11.1.1.1 head coach responsibility legislation. The violation is Level I.

From an institutional perspective, this case involved two fundamental questions: (1) whether the institution failed to monitor; and (2) whether a postseason competition ban was warranted. With respect to the first question, it is undisputed that Tennessee dedicated significant financial and personnel resources to its compliance program, which met industry standards and was led by a highly respected compliance professional. It is also undisputed that members of the football coaching and recruiting staffs intentionally concealed much of their conduct from the compliance staff. In light of these facts, the parties and the COI discussed whether a failure to monitor or lack of institutional control violation can occur even with a strong compliance program headed by a renowned industry leader. In short, it can, and it did. The institution failed to monitor.

Compliance is a shared responsibility that extends beyond just the compliance staff. Institutional leadership, athletics leadership, and each individual sport program all have a responsibility to ensure that fundamental monitoring obligations are met. They also share the responsibility of creating a culture of compliance in which individuals feel empowered to report violations. This is not the culture that existed at Tennessee. Instead, coaches and staff felt emboldened to commit hundreds of violations. And these violations went unreported within the football program for a period of more than two years. In that way, Tennessee's monitoring efforts were not completely effective. The program did not deter or detect repeated and egregious violations that occurred for over two years. Thus, a Level I failure to monitor violation occurred.

Ordinarily, a case of this magnitude would warrant and require a postseason competition ban. But these are not ordinary times in college athletics. The landscape has evolved in many ways and continues to do so. As it relates to the infractions program, the membership has communicated its intent to shift away from penalties that impact student-athletes who were not involved in violations. This principle is enshrined in the new NCAA Constitution.

The Constitution did not specifically address its effect on the postseason competition ban penalty. However, the NCAA Division I Board of Directors recently endorsed a set of principles emphasizing that the infractions process should incentivize and reward institutions that demonstrate exemplary cooperation and should reserve the postseason competition ban for Level I infractions cases that lack exemplary cooperation. To be clear, those principles have not modified existing NCAA legislation or the membership's penalty guidelines. The existing bylaws and penalty structure—including required core penalties in the penalty guidelines—continue to apply until new legislation is adopted by the membership. The principles do, however, provide the COI with guidance on how to carry out its authority and exercise its discretion when deciding infractions cases. Given the conflict between the existing penalty guidelines and the Board's principles, these are difficult decisions.

Tennessee's cooperation throughout the investigation and processing of this case was exemplary by any measure, and the cooperation began with the leadership of the institution's chancellor. Although this case involved egregious conduct, the institution's response to that conduct is the model all institutions should strive to follow. Upon learning of potential violations, the institution acted quickly and decisively, held the wrongdoers accountable and self-imposed significant penalties. The institution also committed substantial resources to investigating and uncovering further violations. As the NCAA enforcement staff acknowledged, the extensive record in this case would not have been possible absent Tennessee's considerable efforts.

To be clear, exemplary cooperation is not an indication of an institution's culture of compliance at the time the violations occurred. However, it can be an important signal of an institution's commitment to the NCAA infractions program and its culture of compliance moving forward.

Thus, in light of the institution's exemplary cooperation and the Board's recent guidance on penalties, the panel declines to prescribe a postseason competition ban for Tennessee. In lieu of a postseason competition ban, the panel prescribes an enhanced financial penalty that negates \$8 million in revenue the institution would otherwise receive in connection with postseason competition in the 2023 and 2024 seasons. Combined with the required core financial penalty and a fine to address ineligible competition by Tennessee football student-athletes in a 2020 bowl game, this will result in a total financial penalty of over \$9 million.

The panel classifies this case as Level I-Standard for Tennessee. With respect to the involved staff members who challenged the allegations, the panel classifies their conduct as Level I-Standard for the assistant football coach and Level I-Aggravated for both the head coach and the director of football recruiting. For the assistant director of football recruiting, who did not respond to the

allegations, the panel classifies her conduct as Level I-Aggravated.<sup>3</sup> Utilizing the NCAA membership's current penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: five years of probation; a fine of roughly \$9 million plus the return of revenue associated with ineligible postseason competition; scholarship reductions; recruiting restrictions; a six-year show-cause order for the head coach; a two-year show-cause order for the assistant football coach; a five-year show-cause order for the director of football recruiting; and a 10-year show-cause order for the assistant director of football recruiting.

## II. CASE HISTORY

Potential violations in the Tennessee football program first came to light on November 13, 2020, when an athletics department staff member informed the Office of the Chancellor that the staff member overheard members of the football program talk about certain football student-athletes being “paid.” The chancellor’s office relayed this information to the athletics compliance office, which met with the reporting staff member on November 17. Two days later, Tennessee engaged outside counsel to investigate the reported information.

On December 9, 2020, Tennessee’s outside counsel notified the NCAA enforcement staff that the institution had developed information relevant to potential recruiting violations in the football program.<sup>4</sup> The institution continued its investigation over the next month, which included forensic imaging of cell phones and interviewing numerous football student-athletes, prospects, and coaching and noncoaching staff members, among others. The enforcement staff participated in the interviews with the coaching staff members.

On January 18 and 19, 2021, the institution terminated the employment of several football staff members, including the head football coach (head coach), two assistant football (assistant coaches 1 and 2), the director of football recruiting (recruiting director) and the assistant director of football recruiting (assistant recruiting director). The then director of athletics also resigned from his position at this time. Two weeks later, another assistant football coach (assistant coach 3) resigned to accept a coaching position outside of collegiate athletics.

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<sup>3</sup> The panel processed violations related to two other former assistant football coaches, the former director of player personnel and a former football recruiting assistant through the negotiated resolution (NR) process. The parties agreed to the facts, violations and penalties. All four parties agreed their conduct was Level I-Aggravated and agreed to the following penalties: a five-year show-cause order for former assistant coach 1 (identified as former assistant football coach 2 in the NR); four-year show-cause orders for former assistant coach 2 (identified as former assistant football coach 1 in the NR) and the former director of player personnel; and a three-year show-cause order for the former recruiting assistant. The approved NR may be found at Appendix Three of this decision. Some involved individuals, prospects and student-athletes have different confidential designations in this decision than in the NR. Appendix Four identifies where these designations vary.

<sup>4</sup> The enforcement staff had provided a verbal notice of inquiry to the institution two days prior, on December 7, 2020, related to a potential tampering issue in the football program. That issue is not part of this case.

As the investigation continued in spring 2021, the enforcement staff sought limited immunity pursuant to Bylaw 19.3.7-(d) (2020-21 Division I Manual) for six football student-athletes. Four of the student-athletes had transferred to other NCAA member institutions while two remained enrolled at Tennessee.

Tennessee’s outside counsel completed their investigation and provided a written investigative report to the institution on August 5, 2021. The institution provided the enforcement staff with an executive summary of the investigative report on September 24, 2021. Shortly thereafter, counsel for the institution met with enforcement staff members in Indianapolis and provided what the institution described as an “in-camera” review of the report. During this roughly nine-hour meeting, the enforcement staff took over 100 pages of notes on the report. In mid-October 2021, Tennessee provided the enforcement staff with text message records and other supporting documentation gathered as part of the institution’s investigation. Tennessee provided the full written investigative report to the enforcement staff on November 3, 2021.

On July 22, 2022, the enforcement staff issued a notice of allegations (NOA) to the institution; the head coach; assistant coaches 1, 2 and 3; the recruiting director; the assistant recruiting director; the former director of player personnel (personnel director); and a former recruiting assistant (recruiting assistant).<sup>5</sup> The enforcement staff also issued post-separation NOAs to the head coach, assistant coach 1, the recruiting director and the recruiting assistant related to their conduct during the investigation after separating from the institution. On October 9, 2022, less than two weeks before the parties’ written responses to the NOAs were due, the institution requested a 45-day extension of the NOA response deadline. The head coach objected to any extension greater than seven days. On October 11, 2022, the chair of the COI granted a 30-day extension for all parties.

Tennessee, the head coach, and assistant coaches 1 and 3 submitted timely NOA responses on November 21, 2022. That same day, the enforcement staff, Tennessee, assistant coaches 1 and 2, the personnel director and the recruiting assistant submitted a request to the COI for preliminary assessment of penalties in connection with a negotiated resolution (NR) pursuant to Bylaw 19.5.12.3.1 (2021-22 and 2022-23 Division I Manual). The request identified agreed-upon aggravating factors, mitigating factors, classifications and penalties for the participating parties. It did not fully detail the agreed-upon violations, instead incorporating by reference the allegations set forth in the NOA.

A three-member subset of this hearing panel considered the preliminary assessment request on December 12, 2022. Three days later, the panel notified the parties that it would not approve Tennessee’s penalties because they did not include a core penalty required for the agreed-upon classification. Specifically, Tennessee and the enforcement staff agreed that the institution’s case was classified as Level I-Standard, but the proposed institutional penalties did not include a one- to two-year postseason competition ban as required by Bylaw 19.9.5 (2021-22 and 2022-23

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<sup>5</sup> The personnel director resigned from his position at Tennessee on February 10, 2020, several months before the investigation in this case began, to accept a position at another institution. The recruiting assistant stopped reporting to work during the institution’s investigation—specifically, on or about December 10, 2020—without officially providing the institution notice of his resignation.

Division I Manual) and the Figure 19-1 penalty guidelines. Instead, the institution and enforcement staff agreed to a significantly enhanced financial penalty in lieu of a postseason competition ban. The preliminary assessment request did not identify any extenuating circumstances warranting deviation from the penalty guidelines pursuant to Bylaw 19.9.6 (2021-22 and 2022-23 Division I Manual). Thus, the three-member panel rejected the NR for Tennessee.

With respect to the four participating involved individuals, the panel stated that it would preliminarily approve their penalties—which all fell within the Figure 19-1 range for their agreed-upon Level I-Aggravated classification—upon submission of a fully detailed NR. The enforcement staff, assistant coaches 1 and 2, the personnel director and the recruiting assistant submitted a fully detailed NR on January 20, 2023, and the panel preliminarily approved it on February 14, 2023. All penalties in the agreement went into effect as of the approval date.<sup>6</sup>

On March 15, 2023, Tennessee and the enforcement staff submitted a second NR to the COI for preliminary assessment. This NR also lacked a postseason competition ban for the institution's agreed-upon Level I-Standard case. However, it provided a rationale that the parties identified as extenuating circumstances warranting deviation from the penalty guidelines. The full seven-member hearing panel considered the NR on March 29, 2023. Once again, the panel rejected the NR due to the absence of the required postseason competition ban. The panel acknowledged the rationale provided by the parties but explained that the NR process was not the appropriate avenue to significantly alter application of the membership's penalty guidelines. Rather, the panel stated that such a fundamental change—specifically, enhancing one core penalty as a substitute for another core penalty—could only be considered after a full hearing on the merits where the panel would have the opportunity to thoroughly explore the issues with the parties.

One month before the hearing, on March 20, 2023, Tennessee submitted a supplemental response to the NOA. The supplemental response addressed the membership's recent changes to Bylaw 19 aggravating and mitigating factors, which went into effect on January 1, 2023. It also set forth the institution's self-imposed and proposed penalties and corrective measures, and it identified facts the institution believed to be extenuating circumstances warranting deviation from a required postseason competition ban.

The full panel held an in-person hearing on April 19 and 20, 2023. The panel, the enforcement staff, Tennessee and its representatives, the head coach and his representatives, and representatives from the Southeastern Conference appeared in person. Assistant coach 3 and the recruiting

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<sup>6</sup> Pursuant to Bylaw 19.5.12.4.1 (2021-22 and 2022-23 Division I Manual), if some but not all parties in a case agree on negotiated resolution, the panel may preliminarily approve the NR. Any agreed-upon penalties take effect upon approval; however, approval of the agreement is not final until the panel resolves the remainder of the case. *See* COI Internal Operating Procedure 4-9-2 (July 20, 2021).

director appeared remotely via videoconference due to scheduling challenges.<sup>7</sup> The assistant recruiting director did not respond to the allegations in writing and did not participate in the hearing.

### **III. FINDINGS OF FACT<sup>8</sup>**

#### **The Scheme to Provide Impermissible Paid Visits**

The football program's system of providing prospects with impermissible paid visits operated from at least September 2018 through November 2020. Throughout this time, the recruiting director was the central figure involved in arranging logistics and facilitating funding for the prospects' visits. The recruiting director admitted her involvement during interviews with the institution and enforcement staff and during the infractions hearing. Additionally, her involvement and the general scheme surrounding the visits were overwhelmingly corroborated by text messages, phone records and hotel records.

The scheme operated in a fairly consistent manner over the two-year period at issue. The recruiting director would plan the visit, often in collaboration with the coaching staff member who was the visiting prospect's primary recruiter. With help from the assistant recruiting director and other recruiting staff members, the recruiting director would make reservations for hotels, meals and entertainment for the prospects. Prior to the prospects' arrival in Knoxville, a football staff member would go to the hotel and pay for the rooms in cash.<sup>9</sup> With respect to meals and entertainment, the recruiting staff would request that the restaurant or entertainment venue hold the bill, and a staff member would stop by after the prospects left and pay with cash. Prospects (and their guests) who were interviewed largely acknowledged that they did not pay for hotel lodging, meals or other activities during their visits.

Throughout the investigation in this case, the recruiting director repeatedly claimed that she personally funded significant portions of the prospects' visits, providing her own cash for the prospects' lodging, meals and entertainment. However, her bank records during the period in

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<sup>7</sup> The recruiting director did not respond to the NOA in writing but provided her position on the allegations verbally during the hearing. With respect to the parties who resolved their allegations via NR, only assistant coach 1 participated in the hearing. Assistant coach 2, the personnel director and the recruiting assistant did not participate, despite repeated admonitions by the panel that they were expected to participate in the hearing to assist the panel in resolving the remaining contested issues in the case. The panel considered, but ultimately did not pursue, additional action against the involved individuals who did not participate in the hearing. Parties have an obligation to further the objectives of the infractions process. Regardless of resolution method, parties who fail to appear at an infractions hearing run the risk of additional consequences, including a finding that they failed to cooperate.

<sup>8</sup> COI decisions typically organize the panel's findings of fact chronologically. However, both the NOA and the NR in this case were organized by prospect and according to the type of conduct at issue. Thus, to avoid confusion, this decision will follow the same general structure.

<sup>9</sup> One hotel that the institution routinely used for prospect visits provided video footage showing the recruiting assistant paying for rooms ahead of a prospect's arrival.

question consistently showed that her account was either overdrawn or had a balance far too low to fund these expenses.

At the infractions hearing, the recruiting director changed her story and stated for the first time that the personnel director, who was her immediate supervisor, directed her to carry out these activities and provided the funding.<sup>10</sup> The recruiting director acknowledged that this was a different version of events than she had previously provided. When the panel questioned the change in her story, the recruiting director stated that at the time she was interviewed, she “didn’t want to be the person who, quote/unquote, ratted anybody out if they weren’t willing to come forward themselves.”

The personnel director left the institution in February 2020, and this scheme carried on for another nine months after his departure, ramping up considerably during the COVID-19 recruiting dead period. When the panel asked the recruiting director who was funding the visits at this point, she identified—again, for the first time—a former athletic department employee and speculated that he might have provided or facilitated funding.<sup>11</sup> She also stated that assistant coach 1 provided her with cash.

Text messages and assistant coach 1’s bank records support his involvement in the scheme, particularly during the COVID-19 recruiting dead period. During one prospect’s visit in October 2020, the recruiting director sent a text message to another football staff member asking, “Did [assistant coach 1] ever mention an extra funds stash?” During another prospect’s visit that month, the recruiting director and assistant recruiting director exchanged text messages related to sending the recruiting assistant to pay for the prospect’s meals. The assistant recruiting director wrote that the recruiting assistant was “like a sugar daddy that launders money from [assistant coach 1]! Always comes through but it ain’t his pockets hurting.” Additionally, assistant coach 1’s bank records showed that he withdrew \$30,900 in cash from July through November 2020, with multiple withdrawals in close proximity to weekends when prospects visited.

The individuals involved in this scheme actively worked to conceal their conduct from the athletics compliance staff. Prior to the COVID-19 recruiting dead period, when unofficial visits were permitted, the recruiting staff would create two different itineraries for prospect visits. One version would be submitted to the compliance staff and would include only permissible activities. The second version included additional activities, meetings and benefits that would, in the words of the recruiting director, “help liven up the visit.”

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<sup>10</sup> The recruiting director also claimed that the scheme to provide impermissible paid visits predated her arrival at Tennessee in July 2018. The institution explained at the hearing that it limited its investigation to conduct occurring after the arrival of the head coach in January 2018. The enforcement staff’s investigation was limited to the same time period. It is not clear why the parties did not seek to confirm when the practice originated.

<sup>11</sup> Prior to the recruiting director’s statements at the hearing, this individual’s name had not come up in connection with potential violations in this case. Representatives for the institution informed the panel that this individual served a post-retiree appointment and worked on special projects for the athletics department.



The COVID-19 pandemic and campus shutdown in the spring of 2020 created greater opportunities to conceal these activities. The football staff did not inform compliance when prospects were visiting Knoxville. They kept the prospects away from campus, instead arranging activities throughout the Knoxville area and sometimes even hosting prospects in their homes. When students began returning to campus in the fall, the football staff arranged prospect activities further away in places like Gatlinburg and Sevierville. At all times, the football staff used cash to pay for the prospects' accommodations, meals and activities.

### **Prospect 1's Unofficial Visits and Later Receipt of Benefits as an Enrolled Student-Athlete**

The earliest known instance of football staff arranging an impermissible paid visit occurred in September 2018. Over the course of several unofficial visits that fall, the recruiting director provided a football prospect (prospect 1) with free hotel lodging, meals and entertainment, which are permissible only during official visits. Additionally, during one of these visits, the head coach gave prospect 1's mother \$6,000 cash to assist her with the down payment for a new car. Following the prospect's enrollment at Tennessee in January 2019, the head coach's wife continued to provide cash to the prospect's mother to assist with paying for her vehicle and housing.<sup>12</sup> Additionally, members of the football staff provided other benefits to the prospect's mother after he enrolled, including free gameday parking on multiple occasions.

#### *Pre-Enrollment Visits*

From September through December 2018, prospect 1 visited Knoxville five times, often with his mother and sister, and primarily to attend Tennessee home football games. The recruiting director provided prospect 1 and his family with free hotel lodging during three of these visits, free meals and entertainment during two visits, and Tennessee-branded apparel during one visit. The value of the lodging, meals, entertainment and apparel totaled approximately \$925.

With respect to the free hotel lodging, prospect 1's mother reported that she paid for the family's hotel room herself during two of the visits, but during other visits the hotel front desk told her, "It's taken care of." She stated that she understood this to mean the football program had paid for the room. She also reported that the recruiting director told her which hotels to go to when the family visited. During the prospect's interview, he recalled receiving free meals and Tennessee-branded apparel during his visits. Hotel records and the recruiting director's text messages corroborated the statements of the prospect and his mother.

Along with the football program covering certain visit expenses for prospect 1, the head coach also provided the prospect's mother with \$6,000 cash during the prospect's recruitment. The cash was intended to assist her in making a down payment on a new vehicle. In an interview with the institution and the enforcement staff, the prospect's mother reported that her vehicle at the time

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<sup>12</sup> Certain prospects referenced in this decision, including prospect 1, later enrolled at Tennessee as student-athletes. For ease of reference and to avoid confusion, this decision will continue to refer to them by their prospect designation even after their enrollment at the institution.

had mechanical issues. Specifically, it would not shift into reverse, and prospect 1 often had to help push the car out of parking spaces. The prospect's mother stated that although she did not tell the head coach she was in the market for a new car, Tennessee football staff members had observed and were aware of the mechanical issues with her car.

According to prospect 1's mother, the head coach pulled her aside while they were at the football facility during one of the prospect's fall 2018 visits and informed her that he was going to help her get a car. The prospect's mother said he told her to "pick whatever I want and he'll make the payment." She reported that while they were still at the facility, either the head coach or his wife gave her \$6,000 cash for the purpose of assisting her with the purchase of a car.<sup>13</sup> Although the prospect's mother could not recall the exact date of the recruiting visit when she received this money, she stated that it occurred approximately two months prior to her purchase of the car in late December 2018. The head coach's bank records showed two \$6,000 cash withdrawals on November 5 and 16, 2018. Two of the prospect's five recruiting visits occurred around this time on November 3-4 and November 17-18.

After receiving the money, the prospect's mother stated that she did not deposit it in her bank account. Rather, she held onto the cash until December 26, 2018, when she used it to make a down payment on a pre-owned vehicle. The prospect's mother provided vehicle purchase records, which showed a \$6,000 cash down payment on the date of purchase. Phone records also showed an eight-minute phone call between the prospect's mother and the head coach's wife that day.

#### *Post-Enrollment Benefits*

Prospect 1 signed a National Letter of Intent (NLI) with Tennessee on December 20, 2018, and enrolled at the institution the following month. Following the prospect's enrollment, the head coach's wife and the prospect's mother saw one another frequently. In her interview and at the infractions hearing, the head coach's wife explained that she became friendly with the prospect's mother during prospect 1's recruitment and after the prospect's mother moved to Knoxville. According to the head coach's wife, prospect 1's mother came to their house often after the prospect enrolled at Tennessee—sometimes just to visit or have a meal, other times to drop off food or help with the family's children.

The head coach's wife also helped the prospect's mother financially during this time. Specifically, the prospect's mother reported that for more than two years, the head coach's wife provided her with \$500 cash each month for the payments on her new vehicle. The prospect's mother stated that she would call the head coach's wife when her car payments were due and would then go to the family's house, where the head coach's wife would give her money to make the payment. On a few occasions, the head coach's wife would bring the money to the prospect's mother's house

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<sup>13</sup> Counsel for the institution returned to this topic at the end of the prospect's mother's interview, asking if she could provide any additional detail surrounding her receipt of the money. At that point, she stated, "I'm not sure, I don't want to say that it happened to that [sic], but I'm thinking I got it from [the head coach's wife.] I—that's what I think. Strongly think." She remained unsure of the date she received the money and how it was physically conveyed to her. She did not, however, repudiate or back away from her earlier statements that the head coach told her he would help her buy a car.

or would have the family's babysitter give her the money. The prospect's mother used this money to make her monthly car payments from January 2019 through March 2021—a total of 25 payments.

Prospect 1's mother provided her vehicle payment history showing each of the 25 payments. Additionally, phone and text records showed frequent communication between the head coach's wife and the prospect's mother, including numerous messages regarding plans to meet in person. From a timing standpoint, many of these communications correlated closely to a car payment by the prospect's mother. For example, on August 19, 2020, the prospect's mother sent a text to the head coach's wife asking if the two could meet that day. The head coach's wife responded in the affirmative. They also exchanged two phone calls that day. The following day, the prospect's mother made a \$600 payment on her car.

In addition to the car payments, the head coach's wife provided cash to prospect 1's mother to assist with a house she wanted to rent in Knoxville. The prospect's mother reported that on May 16, 2019, she toured potential rental homes in Knoxville with the head coach's wife and a local realtor (booster 1), who was also a representative of the institution's athletics interests. The head coach's wife had worked with the realtor in the past and connected the realtor with the prospect's mother. While touring homes that day, the prospect's mother found a house she liked and signed a lease agreement. A \$1,550 security deposit was due at the time of signing, but the prospect's mother stated that she could not afford to pay it at that time. She reported that the head coach's wife offered to help and gave her \$1,600 cash to pay the security deposit.

Prospect 1's mother moved into the house on May 29, 2019, and the rental property required her to pay the last month's rent at the time of move-in. She reported that the head coach's wife was out of town at the time but arranged for her to pick up \$1,600 cash from assistant coach 1 to cover the rent payment. Phone records show a nine-minute phone call between the head coach's wife and the prospect's mother the day before she moved in. On move-in day, the head coach's wife exchanged multiple phone calls with assistant coach 1 and prospect 1's mother. Assistant coach 1 agreed via NR that he provided the money to the prospect's mother.

The head coach and his wife—who is not named as an involved individual in this case—denied providing any cash to prospect 1's mother, either before or after the prospect's enrollment. In the head coach's written submissions and at the infractions hearing, the head coach and his wife stated that they operated primarily in cash and routinely withdrew large amounts of cash from their bank account. They explained that this practice derived from their rural upbringings, where many of the people their families associated with did not have credit cards and carried cash with them at all times. Thus, they asserted, there was nothing remarkable or unusual about the cash withdrawals that were cited by the enforcement staff as corroborating information.

The head coach also questioned the credibility of prospect 1's mother. He claimed there were inconsistencies between statements in her written proffer for limited immunity and the statements

she later made during her interview.<sup>14</sup> The written proffer, which was prepared by counsel for prospect 1 and his mother, stated that the head coach gave the prospect's mother \$500 cash for the initial down payment on the car, not \$6,000 as she later reported in her interview. Additionally, the proffer stated that the head coach offered to help her buy the car during one of the prospect's unofficial visits and gave her the money on a subsequent visit. During her interview, however, she recalled that both events happened during the same visit. The proffer stated that "[b]oth [prospect 1] and his mom may clarify or add to this information during subsequent interviews[.]"

Prior to the interview, counsel for the prospect and his mother sent an email to the enforcement staff clarifying the amount of money received by the prospect's mother. Counsel stated that he incorrectly listed the amount she received for the initial down payment amount as \$500, when it was actually \$6,000. He clarified that \$500 was the amount the prospect's mother received each month to assist with the monthly car payments.

At the hearing, the head coach's counsel theorized that the prospect's mother was motivated to lie because she was seeking to secure the prospect's academic eligibility at the institution to which he had transferred. Specifically, at the time the enforcement staff was seeking to interview prospect 1 and his mother, the prospect was awaiting a decision from Tennessee regarding a grade change he requested. Without the grade change, he would be academically ineligible to compete at his new institution. According to correspondence in the record, counsel for the prospect and his mother informed the enforcement staff that his clients were willing to interview but needed a decision on the grade change first. The prospect and his mother eventually interviewed with the enforcement staff and the institution on May 11, 2021. According to the head coach's counsel, Tennessee granted the grade change right around this time. There is no supporting documentation in the record regarding the institution's ultimate decision on the grade change or any information that the grade change was related to the prospect's decision to interview.

At the hearing, Tennessee confirmed that counsel for the prospect and his mother attempted to leverage their cooperation in exchange for the grade change. However, the institution emphasized that the grade change was not an athletics decision, and neither the athletics department nor the enforcement staff got involved. Rather, it was handled by the provost's office in the ordinary course of business.

Finally, in addition to the cash provided and arranged by the head coach's wife, other members of the football program provided post-enrollment benefits for prospect 1 and his mother. Specifically, from August 2019 through December 2020, the recruiting director arranged free gameday parking for the prospect's mother to attend 13 home football contests during the 2019 and 2020 seasons. The total value of the free parking was \$520. Additionally, on August 15, 2020, during the COVID-19 recruiting dead period, the recruiting director and assistant coaches 1 and 2 provided

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<sup>14</sup> Counsel for prospect 1 and his mother submitted the written proffer to the enforcement staff as part of the process of requesting limited immunity pursuant to Bylaw 19.3.7-(d) (2020-21 Division I Manual). The COI granted limited immunity for prospect 1 and his mother on April 5 and 7, 2021.

\$115 in nail salon services for prospect 1's mother while she hosted the mother of another football prospect.

As a result of the inducements and benefits provided to prospect 1 by the football program, he competed in 23 contests while ineligible, including a bowl game.

### **Prospect 2's Unofficial Visits and Later Receipt of Benefits as an Enrolled Student-Athlete**

Around the same time prospect 1 began visiting Knoxville in fall 2018, another prospect (prospect 2) took several unofficial visits to Tennessee that were funded by the football program. After prospect 2 enrolled in January 2019, football staff continued to provide the prospect and his mother with benefits.

#### *Pre-Enrollment Visits*

Between October 20 and December 16, 2018, prospect 2 visited Knoxville four times, primarily to attend home football games. On each of his visits, prospect 2 and/or his mother stayed at hotels for free. Prospect 2's mother reported that their hotel accommodations were arranged through the recruiting director. Prospect 2 also reported that he and his mother bypassed hotel check in because their hotel room keys were delivered to them by a football staff member. While on these visits, prospect 2 and/or his mother were also provided multiple meals that they did not pay for.

In her initial December 2020 interview, prospect 2's mother claimed that she reimbursed the recruiting director for hotel accommodations. However, in her April 2021 interview, she told investigators that she lied about the reimbursement at the direction of the recruiting director. She reported that in December, prospect 2 told her he was being withheld from competition because "they said somethin' about you and some hotels." Prospect 2's mother began calling institutional staff members to gather additional information about her son's withholding. After failed attempts to get in touch with anyone, prospect 2's mother reached out to the recruiting director, who told her to tell investigators that she paid the recruiting director back for the hotel rooms.

In her January 2021 interview, the recruiting director reported that she paid for prospect 2's mother's hotel room for every home game during the 2020 season. From a logistical standpoint, the recruiting director stated that she made the reservations and put a card down on file. Then, prospect 2's mother would switch out the card on file or reimburse her if the payment had already processed. She maintained that prospect 2's mother reimbursed her four times total, but admitted there were two or three times where she was not reimbursed for the full amount. The recruiting director later asserted in her October 2021 interview that prospect 2's mother only reimbursed her "maybe . . . between three and five" times for hotel lodging. During their investigation, investigators were unable to find any record of these alleged reimbursements. At the infractions hearing, the recruiting director stated that prospect 2's mother reimbursed her for only two rooms. She also denied instructing prospect 2's mother to lie in her interview and denied communicating with the prospect's mother "except for the time that she was coming to Knoxville for games."

In addition to the cost-free hotel accommodations and meals, a football coaching staff member offered to fly prospect 2 to Knoxville for a mid-December 2018 unofficial visit to prevent him from visiting another institution. Prospect 2 subsequently flew cost-free to and from Knoxville. Upon arrival, the recruiting director met prospect 2 at the airport and drove him to Knoxville, then another football coaching staff member drove him back to the airport at the end of the visit. In total, the recruiting director and coaching staff member drove prospect 2 approximately 25 miles to and from the airport.

After receiving prospect 2's written authorization, the institution retrieved records and information in connection with the flight, including the billing address for the credit card used to purchase the flight. The address was associated with a second Tennessee booster (booster 2), who acknowledged in a statement prepared by counsel that he purchased prospect 2's airline ticket at the direction of an unidentified former Tennessee football coach. Despite reviewing text and phone records, the institution could not identify with certainty the coach who directed the booster to pay for prospect 2's flight. The cost-free hotel lodging, meals, airfare and local transportation that prospect 2 and/or his mother received in the fall of 2018 totaled approximately \$1,484.

#### *Post-Enrollment Benefits*

Prospect 2 enrolled mid-year at Tennessee. His mother and sister accompanied him to campus on or around January 7 to assist with move in ahead of the institution's first day of classes for the 2019 spring semester, which began on January 9. Over the course of his recruitment, prospect 2's mother and the head coach engaged in many casual conversations about her health, among other topics. On this visit, she and the head coach discussed her need for a medical procedure that she put off during prospect 2's recruitment. Prospect 2's mother reported that she and the head coach discussed surgeons, and the head coach offered to connect her with one in the Knoxville area.

At the time, prospect 2's mother had already scheduled her surgery, and she emphasized her satisfaction with that surgeon.<sup>15</sup> Although the clinic permitted prospect 2's mother to schedule her surgery, it informed her that she still needed to pay the remaining balance from an earlier medical procedure the clinic performed. Without paying the outstanding balance of somewhere between \$2,300 and \$2,500, the clinic advised that the second surgery would be canceled. Prospect 2's mother asserted that she shared this information with the head coach. While the head coach admitted that he had previously spoken with prospect 2's mother about her health and observed her physical discomfort, he denied having a conversation with prospect 2's mother about her need for a follow-up medical procedure.

While on campus, prospect 2's mother reported that she went to the football offices before she left town to speak with her son's position coach. She stated that she saw the head coach in the offices, and he told her to come by and see him before she left, which she did. In his office, the head coach spoke with prospect 2's mother about her son's talent and expressed the team's excitement about

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<sup>15</sup> Prospect 2's mother believed her surgery was scheduled for January 15, 2019.

his addition to the team. According to prospect 2's mother, the head coach handed her an envelope as she walked out of the office and reportedly said "you all have a safe trip back and we'll take care of [prospect 2]."<sup>16</sup>

In her interview, prospect 2's mother recalled that the envelope handed to her by the head coach felt like it contained money, but she waited until she got back home to Memphis to open the envelope outside of the presence of her daughter. She asserted that the envelope contained approximately \$3,000 in cash. Shortly after opening the envelope, prospect 2's mother deposited the money into her account, and paid the amount owed for her first procedure with her debit card through a collection agency.

During the investigation, the institution collected prospect 2's mother's bank records, which confirmed her bank account was overdrawn by roughly \$2,500 on January 9. On that same day, the head coach withdrew \$5,000 from his bank account. Two days later, on January 11, 2019, prospect 2's mother deposited \$5,100 into her bank account.<sup>17</sup> Prospect 2's mother also provided receipts of her payments to the collection agency, which showed she made two payments on January 11 and 12 for balances related to her medical procedure. Both payments were made in the amount of \$1,159 for a total of \$2,318. These payments ultimately allowed prospect 2's mother to have her second medical procedure.

At the infractions hearing, the head coach repeatedly called the credibility of prospect 2's mother into question since she did not report the payment in her initial interview. The head coach and his counsel claimed that prospect 2's mother revealed the \$3,000 cash payment from the head coach in "an obvious effort to justify [the prospect's] grant of limited immunity and restoration of eligibility." In her second interview, investigators told prospect 2's mother that the COI granted prospect 2's request for limited immunity and "provided everyone—[prospect 2 and his mother]—are truthful and honest today, [t]here shouldn't be any issue for his eligibility."

Additionally, the head coach expressed concern that prospect 2's mother deposited \$5,100 into her account, which exceeded the amount he allegedly provided her by over \$2,000. The head coach suggested that the institution and enforcement staff's investigation did not sufficiently probe the deposit discrepancy. Likewise, the head coach recalled prospect 2's mother's testimony that she "always called to speak" to the head coach when she went by the football offices. However, the head coach asserted that no phone, text, or video surveillance records corroborate that they ever met or that a payment was exchanged on the dates in question. He also reiterated his concern with the investigative emphasis on his and his wife's cash withdrawal history.

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<sup>16</sup> Prospect 2's mother stated that she believed her son reported to campus on or around January 7. While she could not recall the exact date of this interaction with the head coach, she maintained that it occurred sometime between January 7 and 9.

<sup>17</sup> Prospect 2's mother provided her bank records to investigators and identified the deposit with a handwritten note that said "3,000 included in this dep[osit]".

In addition to the head coach's \$3,000 cash payment, prospect 2 and his mother received other benefits from football staff members after he enrolled at the institution. Beginning in April 2019 and continuing through December 2020, the recruiting director provided prospect 2's mother with cost-free hotel lodging on 14 occasions and free gameday parking for the 2019 spring football game, 2019 Football Fan Day and 12 home football games. These benefits totaled \$5,480. The hotel arrangements were made by the recruiting director in a manner consistent with prospect 2's fall 2018 unofficial visits. On these occasions, the recruiting director or the assistant recruiting director delivered the room keys to prospect 2's mother. The recruiting director and/or assistant recruiting director also provided prospect 2's mother with a physical parking pass or told her the password to gain free entry into preferred parking lots on gamedays.

Simultaneously, from December 2019 through November 2020, the assistant recruiting director provided prospect 2 approximately \$2,443 in roundtrip automobile transportation, furniture, household goods and party decorations.<sup>18</sup> Being from around the same area, the assistant recruiting director drove prospect 2 to Memphis so that he could travel home for Christmas in December 2019 and dropped him off at a gas station between her exit and his home. Later, she picked him up from the same location and drove him back to Knoxville.

The assistant recruiting director also purchased party decorations, furniture and household goods for prospect 2. The prospect's mother reported that she could not be in the Knoxville area for her son's 21st birthday, so she requested the help of the assistant recruiting director in decorating prospect 2's apartment and purchasing food for a small gathering. Prospect 2's mother and the assistant recruiting director exchanged text messages about specific decorations and food, and the assistant recruiting director ultimately spent around \$400 on prospect 2's birthday. Prospect 2's mother later reimbursed the assistant recruiting director via electronic transfer. Likewise, the assistant recruiting director also purchased furniture and household goods, including a couch and mattress, for prospect 2 to furnish his apartment. Prospect 2's mother also reimbursed the assistant recruiting director via electronic transfer for these purchases.

Around the same time, the head coach gave prospect 2's mother an additional \$300 in cash. At the infractions hearing, the head coach claimed that he provided cash directly to prospect 2's mother after she frantically requested it in August 2020 during the midst of the COVID-19 pandemic. According to the head coach, the football team returned to campus in June of 2020 and remained on campus for about eight weeks in a bubble. At that time, the head coach permitted student-athletes to go home and return to campus by a specified date.

The head coach reported that prospect's 2 mother called him after she dropped her son off for practice and asked if they could meet. He asserted that he told her she could not come into the facility because of COVID-19 protocols, but that he could meet her outside. Once she arrived at the facility, the head coach claimed that she requested money "basically in tears." The head coach felt sympathetic to her financial distress because it came during "the height of the COVID-19

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<sup>18</sup> Prospect 2's mother and the assistant recruiting director had a previous relationship stemming from prospect 2's mother teaching at the assistant recruiting director's high school.



pandemic following a number of racially charged national events” when, according to him, Tennessee “was unwilling or unable to support its student-athletes via permissible, traditional, means.” During his interview, he said he then went to his truck and “found whatever was in there, 2- or \$300,” placed the money inside of a fast-food restaurant bag, then gave it to prospect 2’s mother. In his interview, the head coach stated, “Let me tell you with those circumstances, I would do it again because I don’t think it’s breaking the rules. I think it’s doing the humanitarian thing, the right thing to do.”

When questioned by the panel, the head coach acknowledged that the Student-Athlete Opportunity Fund could have been utilized in this circumstance and that he should have spoken to compliance before providing prospect 2’s mother with the cash. He also admitted that he did not follow up with the compliance staff to alert them about his provision of cash to prospect 2’s mother. Although the institution could not guarantee that a request by prospect 2 for gas money would have been approved through the Student-Athlete Opportunity Fund or other available COVID-19 campus support services, including government assistance, it asserted that the request certainly would have been considered.

As a result of the inducements and benefits that prospect 2 and his mother received from the head coach and other members of the football staff, prospect 2 competed in 23 contests while ineligible, including a bowl game.

### **Unofficial Visits of Prospects 3, 4, 5 and 6**

From November 2018 through December 2019, the football program’s system of providing impermissible paid visits continued with four additional prospects (prospects 3, 4, 5 and 6). The facts relating to these visits are similar to one another and largely uncontested.

#### *Prospect 3*

Between November 2018 and December 2019, prospect 3 and his family and/or friends made nine unofficial visits to Tennessee. On eight of these visits, prospect 3 and his guests stayed at hotels for free. On at least three of the visits, prospect 3 and/or his guests also received free gameday parking near the football stadium. Additionally, during one visit, the personnel director gave prospect 3 and his father two Tennessee-branded long-sleeve shirts and hats. The hotel lodging, gameday parking and Tennessee-branded apparel totaled \$1,983. The hotel arrangements were made and the gameday parking was provided in a manner consistent with other unofficial visits, with the recruiting director serving as the central figure in their arrangement. On at least two of prospect 3’s visits, the personnel director assisted the recruiting director with securing hotel arrangements. At the infractions hearing, the recruiting director admitted that she arranged the hotel accommodations for prospect 3; however, she denied providing the cash to pay for the rooms. As a result of the free hotel lodging, parking and apparel, prospect 3 competed in 10 contests while ineligible.

*Prospect 4*

From March through July 2019, prospect 4 took two unofficial visits to Tennessee. Prospect 4 was accompanied by family members on both visits, as well as his high school coach on one of the visits. During the unofficial visits, the recruiting director provided the prospect and his guests with free hotel lodging on one occasion and meals on two occasions. Prospect 4 and his guests also received Tennessee-branded apparel during both visits. The apparel was provided by assistant coach 1 on one occasion and by unnamed football staff members on the other occasion. Another unnamed member of the football staff also provided transportation to the prospect and his guests during one visit. The total value of the hotel lodging, meals, apparel and transportation was approximately \$1,713.

Separate from the conduct related to prospect 4's unofficial visits, assistant coach 1 had in-person, off-campus recruiting contact with the prospect on two occasions. First, in January 2019, during the prospect's junior year in high school, assistant coach 1 had an in-person recruiting contact with the prospect while visiting the prospect's high school. During this visit, assistant coach 1 also provided the prospect with approximately \$750 in cash. The second contact occurred in December 2019, when assistant coach 1 shared a flight with prospect 4 and his family from the prospect's home to Knoxville for his official visit to Tennessee. Prospect 4 did not enroll at Tennessee.

*Prospect 5*

Between June and October 2019, the football program provided prospect 5 and his parents with free hotels, meals and gameday parking totaling \$955. Out of six total unofficial visits to Tennessee, the recruiting director arranged and paid for hotel rooms on three of the visits in a manner similar to other prospects' unofficial visits. During their April 6, 2021, interview, prospect 5's parents reported that they were offered free hotel arrangements and did not solicit them from the recruiting director. For two of the weekends that the recruiting director provided hotel rooms, prospect 5 also attended team activities. Specifically, he attended an on-campus barbeque in June 2019 and a pool party in July 2019. While at the barbeque, prospect 5 and his family ate meals for free. Additionally, during one of his fall 2019 visits, the recruiting director met prospect 5 and his family at their car outside of the athletic offices and provided them with free Tennessee-branded apparel, including a polo, some t-shirts and a hat. As a result of the free hotel lodging, meals, parking and apparel, prospect 5 competed in 10 contests while ineligible.

*Prospect 6*

From September through November 2019, during five unofficial visits, the recruiting director provided approximately \$800 in free hotel lodging for prospect 6. The recruiting director arranged and provided the lodging in a manner similar to other prospects' unofficial visits. In an interview with the institution, the prospect reported that he did not stay in the room on three of the five visits. However, he did utilize the room on two occasions. The prospect's girlfriend accompanied him during one of these visits, and the recruiting director also covered their room service meal. As a result of the free hotel lodging and meal, prospect 6 competed in 10 contests while ineligible.

### **Unofficial Visits During the COVID-19 Recruiting Dead Period**

Beginning in March 2020, the COVID-19 pandemic upended nearly every aspect of college athletics, including recruiting. On March 13, 2020, in response to the extraordinary circumstances of the pandemic—and in an effort to protect the health and safety of student-athletes, prospects and institutional staff members—the NCAA Division I Council adopted emergency legislation that established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) effective immediately. See R-2020-1, *Resolution: Temporary Recruiting Dead Period Due to COVID-19 Pandemic* (Mar. 13, 2020). Consistent with Bylaw 13.02.5.5, the dead period meant that all in-person recruiting contacts, on- and off-campus evaluations, and official and unofficial visits by prospects were prohibited. Prospects could take informal campus visits on their own, but institutional staff could have no involvement in arranging the visits.

Despite these clear restrictions, the Tennessee football program continued to plan and fund prospects' visits to Knoxville. On nine separate weekends from July 24 through November 14, 2020, during the dead period, the football program arranged and funded visits for six prospects and their companions, which included family members, high school coaches and non-scholastic coaches. During these visits, members of the football coaching and recruiting staffs arranged or provided approximately \$12,173 in accommodations and visit expenses for the prospects and their companions, including hotel lodging, meals, transportation, entertainment and Tennessee-branded apparel, among other things.<sup>19</sup> Additionally, football staff members arranged for then-student-athletes or their family members to act as hosts to the prospects and provided the student-athletes with cash to offset their hosting expenses. In total, football staff members provided approximately \$848 to the student-athlete hosts. On several occasions, coaches, staff and student-athletes had in-person contacts with the prospects and/or their guests.

The facts surrounding these visits are largely uncontested. The recruiting director was the central figure involved in executing the logistics, planning and funding for each of these visits, with help from the assistant recruiting director and the recruiting assistant. Assistant coach 1 also played a significant role. During each of the nine weekends, he assisted in planning and provided funding for the prospects' visits. Assistant coach 2 was involved in planning six of the nine visit weekends, and assistant coach 3 played a role in planning one weekend.

Generally, the recruiting staff planned and facilitated the logistics of hotel lodging, meals and entertainment, while the coaching staff facilitated contact and activities with the student-athlete hosts. Multiple individuals, including the recruiting assistant, reported receiving money from the recruiting director and assistant coach 1 to pay for the prospects' accommodations and activities.

Activities for the prospects and their companions during these weekends were wide-ranging and generally occurred off-campus. They included meals at several off-campus restaurants, fishing

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<sup>19</sup> One of the prospects (prospect 7) did not stay in the hotel room the football program reserved for him in conjunction with his October 2020 visit. However, football staff reserved and paid for the room and provided the prospect with a room key. Ultimately, he stayed at a different hotel that was booked and paid for by his father.

trips, nail salon treatments for prospects' family members, ATV tours, and trips to bowling alleys, escape rooms, aquariums, and an urban air adventure park. Additionally, the head coach's wife arranged for one prospect's mother to tour rental homes in the Knoxville area with booster 1, the local realtor she had previously connected with prospect 1's mother.

Of these nine visit weekends during the COVID-19 recruiting dead period, parties to this case disputed only two aspects of the conduct that occurred. They relate to a social gathering at the head coach's house and assistant coach 3's role in arranging one prospect's visit.

First, on July 25, 2020, during the COVID-19 recruiting dead period, the head coach hosted a small gathering at his home for two high school coaches who had traveled to Knoxville with prospects on recruiting visits. In addition to the two high school coaches, assistant coaches 1, 2 and 3 were also present, along with two other Tennessee assistant football coaches. The head coach had known both high school coaches for several years through his recruiting activities. Additionally, assistant coaches 2 and 3 played on the same college football team with one of the high school coaches. The head coach acknowledged hosting this gathering, but he denied that it violated COVID-19 recruiting dead period restrictions or NCAA rules prohibiting the provision of food or refreshments to prospects' high school coaches.

No prospects were present at this gathering, which attendees described as a casual social event rather than a recruiting event. Assistant coaches 2 and 3 reported that the group sat around and talked, watched an old football game and played pool in the head coach's basement. At some point during the gathering, the head coach's wife sent her husband a text message stating, "Everyone is coming up to eat, should I order something?" The head coach did not respond to the message, and multiple attendees reported that there was no food at the gathering. Beverages were generally available in the refrigerator, and assistant coach 3 recalled that he may have had a soda or water. Neither of the high school coaches reported receiving food or beverages at the head coach's house.

The second area of disputed facts relates to an August 22-23, 2020, visit by another prospect (prospect 8), his brother and his high school football coach. The recruiting director and assistant coach 1 arranged and funded the visit, and the assistant recruiting director and recruiting assistant helped carry out the logistics. The prospect and his guests received free hotel lodging, meals and entertainment totaling approximately \$544.

Assistant coach 3 was also involved in planning the visit. Although he was not prospect 8's primary recruiter, he would be the prospect's position coach and had developed a relationship with him during the recruiting process. In an interview with the institution, prospect 8's father reported that the prospect's high school coach arranged the visit through assistant coach 3. Around the time of prospect 8's visit, between August 17 and 30, 2020, assistant coach 3 exchanged at least 24 calls with the prospect's high school coach and five calls with the prospect's parents. Several of these calls occurred on August 22 and 23, while the visit was happening. Phone records also showed that assistant coach 3 was in frequent communication with the recruiting director and assistant coach 1 during this time.

Two days before the prospect's visit, assistant coach 3 had a phone call with the prospect's high school coach, immediately followed by a phone call with the recruiting director. Shortly after the latter call ended, the recruiting director sent a text message to another recruiting staff member directing her to "make a fancy itinerary for [prospect 8]" and informing her that "[assistant coach 3] wants practice time on there [and] something's [sic] for them to do Friday and Saturday[,] think bougie and conservative." A few hours later, the recruiting director sent two follow-up texts to the recruiting staff member stating, "Need [th]at itinerary ASAP" and "[assistant coach 3] is asking for it." Approximately 10 minutes later, the recruiting director sent the itinerary to assistant coach 3 via text message.

Assistant coach 3 denied any involvement in arranging prospect 8's visit. He stated that he was generally aware the prospect planned to come to Knoxville, but he did not know when the prospect would arrive or what he planned to do during his visit. Assistant coach 3 also claimed that he did not ask the recruiting director to create an itinerary. He stated that he "shut it down" once he became aware she had done so and reminded the recruiting director that it was impermissible to arrange or plan a prospect's visit during the COVID-19 recruiting dead period.

Assistant coach 3 acknowledged that he was frequently in touch with the prospect's family but asserted that their conversations were unrelated to the prospect's visit. Rather, he claimed he was talking to the family about the possibility of the prospect graduating early and the prospect's sister's interest in enrolling at Tennessee. Assistant coach 3 claimed he had no awareness of the football program's system of providing impermissible paid visits.

### **Additional Inducements and Benefits to Multiple Prospects and Student-Athletes**

From January 2019 through November 2020, the football program provided 13 prospects, their family members and/or other associated individuals with cost-free hotel lodging, meals, entertainment, transportation, cash payments and/or Tennessee-branded clothing and merchandise, all of which totaled \$3,919.<sup>20</sup> Around this same time period, the football program also provided seven student-athletes with a total of \$1,338 in cash payments to offset their expenses, including those related to hosting prospects in connection with visits during the COVID-19 recruiting dead period. The cash payments included the head coach's provision of \$400 to a prospect (prospect 9) prior to his enrollment and another \$150 after he enrolled. They also included a \$100 cash payment from the head coach to another football student-athlete (student-athlete 1).

Much of this conduct was uncontested by the parties. Thus, the panel highlights only those portions that the parties challenged, either by denying that the conduct occurred as alleged or by challenging the allegation level charged by the enforcement staff.

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<sup>20</sup> After one of these prospects later enrolled at Tennessee, assistant coach 1 gave him \$160 cash to pay an NCAA student-athlete reinstatement condition that was related to his receipt of Tennessee-branded merchandise during his recruiting visit.

*Prospect 9*

Prospect 9 took an official visit to the institution from January 18 through 20, 2019. On the final day of the visit, prospect 9 reported that he asked the head coach for money, and the head coach responded that he would “find out what he could do.”

Approximately 20 minutes later, prospect 9 received a call from the personnel director asking to meet. Shortly after, the personnel director arrived on a golf cart to meet prospect 9 near a popular campus landmark. Prospect 9 reported that he exited his brother’s vehicle and sat next to the personnel director on the golf cart. The personnel director then placed \$400 on the seat between them, prospect 9 sat down on top of it and put the money in his pocket. The personnel director reported similar details in his interview; however, he insisted that he only provided an envelope to prospect 9 that he received from the head coach with the instruction “if you see [prospect 9] before he leaves, make sure he gets this.” Prospect 9 did not believe that anyone, including his brothers, witnessed the exchange of the money.

In his interview, the head coach did not recall giving the personnel director an envelope but speculated that any money provided to prospect 9 was reimbursement for travel. At the infractions hearing, the head coach asserted that prospect 9 lacked credibility, pointed to the fact that prospect 9 denied receiving cash from anyone associated with the institution in his first interview with investigators, and insisted that the prospect’s testimony was driven by serious eligibility issues. The head coach contended that prospect 9 concocted the story after being granted limited immunity. Similarly, the head coach’s counsel also detailed what he characterized as conflicting testimony by the personnel director. Specifically, he noted that the personnel director initially denied any recollection of prospect 9’s visit to campus but later provided details consistent with prospect 9’s account.

Prospect 9 enrolled at the institution in May 2019. One year later, in May 2020, the head coach provided \$150 cash to the prospect to assist with his living expenses during the COVID-19 pandemic. The head coach admitted to this conduct in an interview and at the infractions hearing. He stated that prospect 9 called and told him he did not have enough money to buy formula or diapers for his young child. Thus, the head coach explained that he gave the prospect \$150 cash because he did not want him to “do something that he didn’t need to do” in order to feed his child.

At the infractions hearing, Tennessee described numerous resources that were available to assist students with financial needs during the COVID-19 pandemic. The head coach claimed that he was unaware of these COVID-specific resources at the time prospect 9 requested help in May 2020. He admitted, however, that he was aware of the Student-Athlete Opportunity Fund, which long pre-dated the COVID-19 pandemic. He also acknowledged that the football program had used the fund in the past to assist football student-athletes. The former senior associate director of athletics for regulatory affairs (compliance director) noted more specifically that the institution had previously requested and provided assistance from the fund for prospect 9 for the purpose of helping with expenses for his child.

As a result of the two cash payments, prospect 9 competed in 22 contests while ineligible, including a bowl game.

#### *Student-Athlete 1*

In April 2020, shortly before providing cash to prospect 9, the head coach gave \$100 cash to student-athlete 1, who was also experiencing difficulties during the COVID-19 pandemic. The student-athlete had stayed on campus after other students were sent home due to the pandemic. The head coach stated that he became concerned about the student-athlete's mental health because he was not communicating with his family and would not leave his room. According to the head coach, he convinced the student-athlete to leave his room, and the two drove around together and talked. Before parting, the head coach gave student-athlete 1 \$100 cash and told the student-athlete to call him if he needed anything else. The head coach also stated that he alerted the team doctor to the situation.

During the head coach's second interview, he claimed that he informed the compliance staff—specifically the assistant director of athletics for football compliance—about student-athlete 1's situation and the head coach's provision of cash to the student-athlete. At the hearing, however, the head coach acknowledged that although he made his staff and the compliance staff aware of student-athlete 1's difficulties, he did not tell anyone he gave the student-athlete money. The assistant AD for football compliance confirmed at the hearing that the head coach informed him of the student-athlete's circumstances but not the cash payment. As with prospect 9, the head coach claimed he was unaware of any COVID-specific resources that could have been used to assist student-athlete 1 but acknowledged his awareness of the Student-Athlete Opportunity Fund.

#### *Prospect 10*

On March 8 through 10, 2019, another prospect (prospect 10) visited Knoxville accompanied by his high school coach. During the recruiting assistant's interview, he reported that the recruiting director asked him to check into the hotel and retrieve room keys for prospect 10 and his high school coach ahead of their arrival. The prospect visited the institution again from April 12 through 14, 2019. The personnel director and recruiting director exchanged text messages about arranging hotel lodging for prospect 10. Hotel records collected during the investigation corroborate that prospect 10's room was paid for at 2:30 p.m. on April 12, 2019, and the parties checked in at 10:23 p.m. The recruiting assistant could not confirm who ultimately paid for the hotel rooms, but he acknowledged that prospect 10 could not have checked in without the room being paid for. Both hotel rooms totaled approximately \$527.

#### *Prospect 11*

In June 2019, prospect 11 went on his official visit to Tennessee. Months later, in October, prospect 11 and his father returned to the institution for an unofficial visit and to watch a home football contest, where they received cost-free hotel lodging and transportation totaling \$320. According to prospect 11 and his father, assistant coach 3 arranged their visit to campus.

On the morning of October 25, 2019, the personnel director texted the recruiting director, “[prospect 11] and his dad get in at 10:30 [p.m.]. I’ve arranged pick up – where is their hotel room?” Later that afternoon at approximately 5:52 p.m., the football staff prepaid for prospect 11’s hotel room. When prospect 11 and his father landed in Knoxville, they were picked up and driven to their hotel. The personnel director reported that he sent a vehicle to pick up prospect 11 and his father; however, prospect 11 maintained that a football staff member picked them up.

The next morning, assistant coach 3 sent a text message to the recruiting director stating that prospect 11’s “visit should be treated as [sic] official visit.” Over the course of the day, prospect 11 attended morning meetings with the football team, ate, and attended the Vol Walk and football game. Following the game, the assistant recruiting director drove prospect 11 and his father back to their hotel. The assistant recruiting director returned early the next morning to take prospect 11 and his father back to the airport. In his interview, prospect 11’s father maintained that he paid for his and his son’s flight to and from Knoxville and all their meals while in the locale. In a follow-up phone call and text communications with institutional investigators, prospect 11’s father reported that he could not locate any of the charges for the hotel lodging on his credit card and bank records.

In his response and at the infractions hearing, assistant coach 3 denied that his text message to the recruiting director constituted an express direction for her to provide impermissible hotel lodging and transportation to prospect 11. Instead, he argued that his text message was merely “coach speak” intended to convey that the football program should maximize the prospect’s visit.

### *Prospect 12*

The head coach offered prospect 12 a scholarship in the summer of 2018, and the prospect verbally committed shortly thereafter. Following his commitment, prospect 12 and his family visited Tennessee on several occasions between the 2018 and 2019 football seasons, as they lived approximately an hour from the institution. Prospect 12 received his acceptance to the institution sometime in fall 2019, and his father subsequently paid an admissions confirmation deposit.

In December 2019, prospect 12 and a football quality control analyst (analyst) began communicating about the prospect’s desire to take an official visit to the institution. The analyst had not previously been involved in recruiting players, and he reported that his involvement in prospect 12’s recruitment was a “one off.” Unbeknownst to prospect 12 and his family, the number of scholarships available for the upcoming year were, in the analyst’s words, an “ever-changing affair.” In an effort to circumvent the scholarship uncertainty, the analyst and head coach reported that they discussed the possibility of blueshirting prospect 12.<sup>21</sup> Given this possibility, the head coach, analyst and other football staff members discussed whether prospect 12 could come to campus for an official visit.

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<sup>21</sup> Blueshirting is a term used to reference an institution deferring a student-athlete’s initial financial aid counter status until the following academic year if the student-athlete was not recruited per NCAA legislation. In order to be eligible to blueshirt, a prospect cannot be provided an official visit to campus, have arranged, in-person, off-campus contact with a coach or be sent an NLI or other written scholarship offer.



According to the head coach, the assistant AD for football compliance allegedly told the football program that if prospect 12 signed an NLI but did not turn it into compliance, his opportunity to blueshirt could be preserved. Thus, a football coaching staff member emailed an NLI to prospect 12's father. Prospect 12 signed the NLI during his high school's December signing day event and returned it to the institution. Prospect 12's father also sent a photo via text message of the signed NLI to the same football coaching staff member, who responded "this is a special day for everyone." On that same day, the institution publicly announced prospect 12 as part of its December 2019 signees. However, the compliance department never received the prospect's signed NLI, and their records indicated that prospect 12 signed a scholarship and began receiving aid in July 2020.

At the infractions hearing, the head coach claimed that he and the personnel director had a phone conversation on the analyst's cell phone with prospect 12's father about blueshirting. Thus, the head coach claimed that all relevant parties—including the football staff and prospect 12's father—understood that prospect 12 would blueshirt. However, prospect 12 and his father denied that any conversations about blueshirting occurred. Additionally, according to the head coach, the staff and prospect 12's father also understood that prospect 12's visit should "feel like he is on an official visit," but prospect 12's father would have to pay for everything.

Despite scheduling conflicts preventing the prospect from taking an official visit to campus in December, the analyst and prospect 12 eventually settled on a weekend in January. However, uncertainty surrounding whether a scholarship would be available for prospect 12 remained. About a week prior to prospect 12's visit, the personnel director texted a football staff group message and asked someone to confirm with the head coach whether "[prospect 12] can come over for a [sic] 'official' next weekend?" The recruiting director responded, "I'll get with [the head coach], and I will let you know whether he says yes or no." A few minutes later, the recruiting director informed the group that the head coach needed to speak with the analyst about the visit being an "'unofficial' official."<sup>22</sup> The personnel director responded to the recruiting director's message saying, "That makes no sense. We all know what we're doing. We can't bring him on an official on the books. Has to be done like we talked about. [The analyst] knows how to handle the situation, get rooms and I'll handle [the head coach]."

After this, the personnel director sent another message to the analyst telling him to "go ahead" and that he would "talk to [the head] coach and handle it." The analyst also reported that he and the head coach had an approximately two-minute, one-on-one conversation about the visit where the head coach stated that the team may not have scholarship availability for prospect 12. However, the head coach told the analyst that prospect 12 needed "to feel like this is an official visit" and that "we will get it handled." Following this directive from the head coach, the analyst assumed that the staff would "get the scholarship numbers sorted out" and that the visit would "be able to be done officially." At the infractions hearing, the head coach denied instructing anyone to pay

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<sup>22</sup> The analyst stated that he understood the term "'unofficial' official" visit to mean he should make prospect 12 "feel like he's wanted, welcomed and not getting different treatment than kids on official [visits]."

for prospect 12's visit, but he admitted to instructing the analyst to make sure prospect 12 received the "proverbial official visit treatment" since prospect 12 thought that he was "signing in the normal class."

A week later, on January 18, 2020, prospect 12 and his parents were scheduled to arrive in Knoxville for what they believed to be prospect 12's official visit. Ahead of their arrival, a football staff member gave the analyst cash and instructed him to go to the hotel to make a deposit on the rooms for prospect 12 and his parents. Although the analyst could not recall with certainty which staff member provided him with the money or how much he received, he stated that he "obviously knew something was different" and that official visit hotels being paid in cash was "not standard practice." Despite this, the analyst acquiesced and took the cash to the hotel, where a hotel reservation already existed. While at the hotel, the analyst picked up room keys for prospect 12 and his parents, so that he could provide them when the family arrived in Knoxville.

Over the weekend, the analyst, prospect 12's father and prospect 12 reported that they toured campus facilities, spoke with institutional staff members, ate multiple meals and went bowling. A football staff member chauffeured prospect 12 and his parents to their various on-and-off campus engagements. Thus, in addition to the free hotel lodging, prospect 12 and his parents also received cost-free meals, transportation and entertainment totaling \$732.

In his interview, prospect 12's father expressed his disappointment with his son's recruitment, particularly since his son committed to the institution and closed his recruitment—despite being targeted by other Power 5 football programs—under the guise that he would have a scholarship to Tennessee. Additionally, prospect 12's father reiterated that he paid for everything on previous unofficial visits and would have continued to do so during the January visit but for being deceived. In the end, prospect 12's father maintained that his family came on the January visit with the good faith belief that it was his son's official visit, and he described the visit as "official as it could get" for their family.

### **The Head Coach's Compliance Philosophy and Efforts**

In his response to the NOA, the head coach provided a detailed record of his efforts to promote compliance and monitor his staff. The head coach asserted that his promotion and monitoring efforts generally demonstrated "a legitimate and well-intentioned approach to compliance." He rejected "that the sheer number of allegations is proof of inadequate promoting or monitoring measures and a complacent approach to head coach responsibility." However, he admitted that "specific monitoring efforts, particularly during the COVID-19 recruiting dead period, failed to detect numerous violations" and anticipated "a finding . . . of a head coach responsibility charge based on that failure."

With respect to promoting compliance, the head coach cited four practices that he asserted demonstrated his promotion of compliance: (1) communications with the chancellor, athletics director and compliance director about their expectations for compliance; (2) meetings with his coaching and support staff about his expectations for compliance; (3) formal and informal rules

education provided to his staff; and (4) his “chain of command for following up on . . . potential NCAA questions, concerns or violations.”

Regarding monitoring his staff, the head coach claimed that he constantly communicated with compliance, asked his staff comprehensive and probing questions about visits and actively looked for red flags. The head coach also insisted that he had an “ask before acting” approach to compliance, affirmatively asked questions of compliance during staff meetings and sought assurances about the permissiveness of his staff’s conduct.

At the infractions hearing, the head coach restated what he characterized as his “considerable compliance efforts” during his tenure. Given his representations, the panel questioned the head coach about, among other things: (1) his admitted violations and their impact on his assertion that he promoted compliance during his tenure at Tennessee; (2) his general monitoring efforts; and (3) his staff’s failure to report potential or known NCAA violations despite his purported encouragement to do so. Of primary concern to the panel was how individuals working for the head coach were emboldened to commit NCAA violations.

In an effort to determine whether the head coach promoted an atmosphere of compliance, the panel questioned the recruiting director about the head coach’s compliance expectations. The panel also asked the recruiting director to explain why she never reported violations she knew about and/or committed. In short, the recruiting director stated that she failed to report violations because she feared retaliation, serious backlash and even blackmail. She also stated that she worried about being considered difficult to work with or not being able to work through hardships. For these reasons, the recruiting director told the panel that the pressure she felt in her position from “those who are higher up within the organization,” combined with the potential impact on her reputation and future employment, prevented her from bringing forward potential violations.

The panel asked the head coach to reconcile his monitoring efforts and assertions that he actively looked for red flags with the scope and scale of admitted violations in his program. In response, he asserted that he asked questions ahead of visits, including who would be bringing the prospect and where they would stay. At the end of a visit, the head coach would also inquire with his staff about how the visit went and whether any issues arose. The head coach insisted that this approach was adequate and the violations were the result of an effort to hide the conduct and keep him and compliance “out of the loop.”

When asked about red flags, the head coach could point to only two, both of which occurred on the same prospect’s (prospect 13’s) visit. The head coach recalled the recruiting director informing him that prospect 13’s mother and prospect 1’s mother went to get their nails done and that at some later point, prospect 1’s mother would be going to look at houses with a realtor. In response to learning about the mothers’ activities, the head coach stated that he asked the recruiting director if she checked with compliance, to which she responded that she had. From that point forward, the head coach said he had “no reason not to trust” the recruiting director’s word and did not follow up with compliance staff to confirm whether the recruiting director had come to them.

The panel also probed the head coach's understanding of his legislated responsibilities. While the head coach admitted that he had a responsibility for the people he hired and their actions, he maintained that his expectations for compliance and doing things the right way were clear to his staff.

### **Tennessee's Monitoring and Compliance Systems**

In light of the scope, duration and nature of the conduct at issue in this case, a key priority for the panel at the infractions hearing was an exploration of Tennessee's compliance program. Throughout the two-day hearing, the panel questioned the institution's representatives regarding oversight of the football program, particularly during the COVID-19 recruiting dead period.

At the time of the conduct that gave rise to this case, the senior associate director of athletics for regulatory affairs (compliance director) was the institution's senior compliance administrator. He joined the institution's staff in August 2015, and he reported to the then director of athletics. The assistant AD for football compliance reported to the compliance director and served as the direct point of contact between compliance and the football program. The then director of athletics, compliance director and assistant AD for football compliance all participated in the hearing and provided thorough and helpful answers to the panel's questions. During the hearing, the institution highlighted four key aspects of its compliance program as it related to football: (1) policies and procedures; (2) rules education and training; (3) program monitoring; and (4) enforcement response and prevention of recurrence.

First, with respect to policies and procedures, the compliance staff required pre- and post-visit forms and notifications. The compliance director explained that he implemented the pre-visit notification process following the COI's decision in *University of Mississippi* (2017) in an effort to avoid the type of recruiting violations that occurred in that case. The compliance director noted that the visit forms presented an "ongoing challenge" within the football program. Specifically, the recruiting director was often delinquent in turning in the forms for official and unofficial visits. The compliance director explained that this made it more difficult for the compliance staff to monitor visits because lack of notification on the front end meant they could not follow up after the visit to ensure there were no issues or potential violations.

Second, regarding rules education and training, the institution stated that the football staff was repeatedly educated on visit rules, including on more than 30 documented occasions during the COVID-19 recruiting dead period. Tennessee provided over 500 pages of written rules education materials to document these efforts, including rules education meeting agendas, emails, handouts, meeting minutes, and email responses to staff members' compliance questions, among other things. During the COVID-19 recruiting dead period, monthly rules education meetings with the coaching staff were shifted to virtual meetings. The compliance staff also sent regular email updates during that time and circulated the NCAA COVID-19 Q&A each time it was updated. Because the compliance director was president of the National Association for Athletics Compliance (NAAC) at the time, he had access to the Q&A before it was released to the membership and was able to quickly distribute it to his staff.

Additionally, and perhaps most critical to the conduct that occurred in this case, the compliance staff repeatedly advised coaches and other athletics staff members that they should alert compliance immediately if they became aware of a prospect coming to the locale of the institution. Despite these admonitions, football staff generally failed to notify compliance of prospect visits during the COVID-19 recruiting dead period. In an interview with the institution and enforcement staff, the assistant AD for football compliance could recall only two times when the staff notified him that a prospect was planning to come to Knoxville. One of the visits occurred during the football season in fall 2020, and the assistant AD for football compliance recalled following up with the recruiting staff to ensure the prospect knew he would have to purchase his own ticket if he wanted to attend a game. During the compliance director's interview, the enforcement staff asked him how "in tune" the compliance office was with prospects coming to the Knoxville area during the COVID-19 recruiting dead period. He responded, "We weren't."

Third, the institution asserted that its monitoring of recruiting visits during the time period of this case aligned with industry standards—specifically, NAAC Reasonable Standards. The compliance staff maintained a close presence in and around the football program. The assistant AD for football compliance's office was housed with the football coaching staff, and the compliance director was in the same building. The assistant AD for football compliance—and sometimes the compliance director—also attended the football staff's daily meetings. The compliance staff's notes from these meetings are included in the record and detail the compliance topics they covered. The institution also noted that compliance staff attended all home and away football games (including pre- and post-game activities at home games), visited practices and workouts, and attended other football activities throughout the year such as Junior Day, camps and clinics.

Fourth, the institution asserted that when issues arose—such as delinquent paperwork or a Level III violation—the compliance staff addressed them head on and communicated to other administrators as needed. For example, when the recruiting director was repeatedly delinquent with visit forms, the compliance director represented that it was addressed through multiple avenues. He stated that he discussed the issue with the assistant AD for football compliance, who also addressed it personally with the recruiting director. Compliance staff also spoke with the recruiting director's immediate supervisor (the personnel director) and the head coach in an attempt to remedy the issue.

Finally, in addition to identifying ways in which the compliance program aligned with industry standards, the institution also emphasized the lengths to which football staff members went to conceal their conduct. As identified above, this included creating false itineraries for compliance, keeping the prospects off campus and operating entirely in cash.

### **Interviews with the Institution and Enforcement Staff**

While they were still employed by Tennessee, the institution and/or enforcement staff interviewed the recruiting director and assistant coaches 1 and 2 to determine whether they were involved in

NCAA rules violations.<sup>23</sup> In each of these interviews, the recruiting director and assistant coaches 1 and 2 were presented with, among other things, text messages, phone calls, hotel and other business records collected during the course of the institution's investigation.

Throughout the investigation, the recruiting director admitted her involvement in the general scheme to treat unofficial visits as official visits. On January 7, 2021, the institution re-interviewed the recruiting director to discuss information it uncovered following her November 2020 interviews. In those interviews, the recruiting director had reported that assistant coaches 1 and 2 provided cash to fund certain activities.

At the outset of the January 7 interview, the recruiting director asked for the opportunity to address some of her prior interview statements. She then retracted some of her statements related to the assistant coaches' provision of cash and instead insisted she used personal money from babysitting or dog walking to fund the scheme. At that time, the institution paused the interview and asked the recruiting director to print her bank records for investigators to review. Throughout the remainder of the interview, the institution presented her with information about each weekend for which it had knowledge of potential violations and the amount of money provided on those occasions. The recruiting director repeatedly insisted that she used her own money; however, her bank account did not have sufficient funds to corroborate her assertions. In fact, her bank accounts were often overdrawn. Despite being presented direct evidence to the contrary, the recruiting director reiterated that she kept thousands of dollars in cash on her person or at her residence and used that cash to pay for hotels, meals, entertainment and host money. She continued to maintain that she used her own money to fund the scheme in her October 18, 2021, interview after being terminated by Tennessee. However, at the infractions hearing, the recruiting director admitted that she lied. She then implicated the personnel director as the primary source of funds during his tenure at the institution, along with assistant coach 1 following the personnel director's departure.

On January 13, 2021, Tennessee and the enforcement staff interviewed assistant coaches 1 and 2. In their interviews, assistant coaches 1 and 2 generally denied knowledge of, arranging and funding impermissible inducements or benefits during the COVID-19 recruiting dead period. Assistant coach 1 also denied providing cash to a student-athlete and prospect 1's mother. He repeated these denials in his November 14, 2021, interview following his termination from Tennessee. Notwithstanding their earlier denials, assistant coaches 1 and 2 later agreed to violations via NR, and records further substantiated that they had knowledge of, arranged for and/or provided impermissible inducements or benefits during the COVID-19 recruiting dead period. Additionally, assistant coach 1 agreed via NR that he provided cash to prospect 1's mother and a student-athlete.

The head coach and recruiting assistant were also interviewed after they separated from Tennessee. In his October 27, 2021, interview, the recruiting assistant denied knowing about, arranging and

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<sup>23</sup> The institution and/or enforcement staff completed two interviews with assistant coach 1 on November 14, 2021, and January 13, 2021, respectively. Likewise, assistant coach 2 interviewed on January 13, 2021. The recruiting director completed four interviews during the investigation. She interviewed with the institution on November 23, 2020, November 24, 2020, and January 7, 2021, then with the enforcement staff on October 18, 2021.

paying outstanding bills during the COVID-19 recruiting dead period. Sometime after his denials, the recruiting assistant agreed via NR that he used money provided to him by members of the football staff to pay for multiple activities and compensate student-athlete hosts.

In the head coach's March 7, 2022, interview, after his termination from Tennessee, he denied paying \$3,000 to prospect 2's mother to cover her medical procedure. He also denied knowledge of, arranging or offering prospect 1's mother money to help with a down payment for a new car, renting a home in Knoxville and monthly car payments. In his NOA response, the head coach maintained that phone, text and video records directly conflict with the statements made by prospect 2's mother. He also insisted that no evidence existed that "fairly corroborated" his knowledge, arrangement or provision of cash to prospect 1's mother. The head coach relied on these same positions at the infractions hearing.

#### **IV. ANALYSIS**

The violations in this case occurred in the football program at Tennessee and stemmed from the conduct of eight football recruiting and coaching staff members. Although the conduct was expansive, the violations generally fell into the following categories: (A) impermissible recruiting inducements and extra benefits; (B) unethical conduct; (C) head coach responsibility; and (D) failure to monitor. All violations are Level I.

**A. KNOWING PROVISION OF INDUCEMENTS AND EXTRA BENEFITS AND IMPERMISSIBLE RECRUITING CONTACTS [NCAA Division I Manual Bylaws 13.2.1.1-(e); 13.2.1, 13.2.1.1-(b), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.3.1.6 and 16.11.2.1 (2018-19 through 2020-21); 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2021-22); 13.1.4.2.1 and 13.5.2.2.2 (2019-20); and 11.7.4.2, 12.11.1, 13.02.5.5, 13.1.2.1, 13.1.2.7, 13.5.3, 13.7.5, 16.8.1 and 16.11.2.2-(d) (2019-20 through 2020-21)]**

From September 2018 through March 2021, the football program provided approximately \$60,000 in impermissible recruiting inducements and benefits to prospects, their family members, other individuals associated with the prospects, and enrolled football student-athletes. Additionally, football staff members knowingly arranged impermissible recruiting contacts. As a result of the inducements and benefits, 16 student-athletes competed in a total of 151 contests while ineligible, including postseason competition.

**1. NCAA legislation relating to recruiting, benefits and unethical conduct.<sup>24</sup>**

Bylaw 13 governs recruiting. With regard to permissible recruiting periods, Bylaw 13.02.5.5 defines a recruiting "dead period" as a period of time when it is not permissible to make in-person recruiting contacts or evaluations on- or off-campus or permit official or unofficial visits by

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<sup>24</sup> The full text of all bylaws cited in this case can be found at Appendix Two.

prospects. As a result of the COVID-19 pandemic, the NCAA established a temporary recruiting dead period that was effective from March 13, 2020, through May 31, 2021. With respect to the timing of a prospect's recruitment, Bylaw 13.1.1.1 establishes that off-campus recruiting contacts shall not be made with a prospect or their family members before August 1 at the beginning of the prospect's junior year in high school. In football, Bylaw 13.1.4.2.1 limits prospects and institutions to only one visit during each week of the contact period either at the prospect's school or any other location. Likewise, it allows an institution to visit a prospect's school once per week during the contact period. Also related to contacts, Bylaw 13.1.2.7 outlines the conditions applicable to recruiting activities involving enrolled student-athletes, and Bylaw 13.5.2.2.2 sets forth the contact coaching staff members can have with prospects and their family members in conjunction with their official visit.

Bylaw 13 also outlines permissible recruiting periods and recruiters (*i.e.*, authorized institutional staff members) who may have recruiting contacts with a prospect. *See* Bylaw 13.1.2.1. Bylaw 13.2.1 generally prohibits institutional staff members from any involvement in providing, arranging or offering benefits to a prospect that are not expressly permitted by NCAA legislation. Specific prohibitions are set forth in Bylaw 13.2.1.1. Notably, the prohibitions include subsection (b) gifts of clothing or equipment; (e) cash; and (g) free or reduced-cost services, rentals or purchases of any type.

Transportation, entertainment, and off-campus contact on unofficial visits are also governed by Bylaw 13. Regarding transportation, Bylaw 13.5.3 limits institutions to providing transportation for unofficial visitors to viewing practice/competition sites and on-campus facilities only. With respect to entertainment and tickets, Bylaw 13.7.3.1 establishes that during an unofficial visit, the institution may not pay any expense or provide prospects with any entertainment aside from three complimentary admissions to a home athletics event. As such, on unofficial visits, prospects may not receive free meals and the institution is prohibited from arranging special parking for prospects. *See* Bylaws 13.7.3.1.2 and 13.7.3.1.6. Additionally, Bylaw 13.7.5 states that off-campus contact between staff members and a prospect may occur during an unofficial visit within one mile of campus. Pursuant to Bylaw 13.8.1, an institutional coaching staff member is expressly prohibited from spending funds to entertain the coaches of prospects on or off the institution's campus.

Benefits and expenses for enrolled student-athletes are governed by Bylaw 16, with Bylaw 16.11.2.1 providing the general rule that a student-athlete shall not receive any extra benefit. The bylaw defines "extra benefit" as any special arrangement by an institutional employee to provide a student-athlete with a benefit not expressly authorized by NCAA legislation. Bylaw 16.11.2.2-(d) identifies transportation as an example of a specifically prohibited extra benefit. Pursuant to Bylaw 16.8.1, an institution may provide actual and necessary expenses only to eligible student-athletes who represent the institution in practice and competition. Institutions must also withhold ineligible student-athletes from competition under Bylaw 12.11.1.

Finally, Bylaw 10.1 defines unethical conduct and includes a non-exhaustive list of example behaviors identified as unethical conduct. This list expressly includes the knowing involvement in offering or providing a prospective or enrolled student-athlete an improper inducement or extra



benefit or improper financial aid. *See* Bylaw 10.1-(b). Additionally, Bylaw 11 establishes coaching staff limitations and addresses other athletics personnel matters, with Bylaw 11.7.4.2 specifying that only coaches counted by the institution within the numerical limitations on head and assistant coaches may contact or evaluate prospects off-campus.

**2. During the COVID-19 recruiting dead period, members of the football coaching and recruiting staffs knowingly arranged impermissible visits for six prospects and provided the prospects and their guests with over \$12,000 in impermissible recruiting inducements and visit expenses.**

On nine separate weekends from July through November 2020, during the COVID-19 recruiting dead period, members of the football staff knowingly arranged and funded impermissible visits to Knoxville for six prospects and their guests. During these visits, football coaches and members of the recruiting staff arranged and paid for hotel lodging, meals, transportation, entertainment and Tennessee-branded apparel for the prospects and their guests, which included the prospects' family members and high school coaches. The recruiting director and assistant coach 1 provided and/or facilitated funding for the visits. They also worked with assistant coaches 2 and 3, the assistant recruiting director and the recruiting assistant to arrange and facilitate activities, inducements and impermissible contacts during the visits. The recruiting inducements and visit expenses totaled approximately \$12,173. The panel concludes that the involved staff members' conduct violated Bylaws 10, 11 and 13 and resulted in a collective Level I violation.

The scope of the conduct involved in this violation was substantial. It was presented in the NOA as a collective allegation comprised of 57 subsections. Remarkably, the parties largely agreed that the violations occurred as alleged. Tennessee, the recruiting director, assistant coaches 1 and 2, and the recruiting assistant generally agreed to the facts and violations, except for the provision of free hotel lodging to prospect 7, which the institution disputed.<sup>25</sup> Assistant coach 3 contested his involvement in violations. The assistant recruiting director did not respond to the NOA. Pursuant to Bylaw 19.7.8.3.4, a hearing panel may view a party's failure to respond to an allegation as an admission that the violation occurred.<sup>26</sup>

In direct violation of the prohibition on providing official or unofficial visits to prospects during the COVID-19 recruiting dead period (*see* Bylaw 13.02.5.5), Tennessee football staff members arranged visits for six prospects and provided the prospects and their guests with an array of impermissible inducements and visit expenses that violated multiple provisions of Bylaw 13. These included free hotel lodging (Bylaw 13.2.1.1-(g); meals (Bylaw 13.7.3.1.2); entertainment

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<sup>25</sup> Assistant coaches 1 and 2 and the recruiting assistant agreed to the violations via NR.

<sup>26</sup> The head coach was named in only one portion of the allegation, which involved a social gathering he hosted for two of the prospects' high school coaches. As discussed in Section V of this decision, the panel concluded the violation was not demonstrated.

(Bylaws 13.7.3.1 and 13.8.1); Tennessee-branded apparel (Bylaw 13.2.1.1-(b)); and transportation (Bylaw 13.5.3).<sup>27</sup>

Additionally, some football staff members had in-person, off-campus contact with prospects and their guests in violation of Bylaw 13.7.5. In other instances, they arranged for others—including enrolled football student-athletes, family members of the student-athletes, a quality control analyst and even a local realtor—to have contact with, entertain or host the prospects and/or their guests, which resulted in violations of Bylaws 13.1.2.1, 13.1.2.7 and 13.6.7.5. The off-campus contacts between prospects and non-coaching staff members also caused the institution to exceed coaching staff limitations under Bylaw 11.7.4.2. Finally, because the recruiting director, assistant recruiting director, assistant coaches 1 and 2, and the recruiting assistant provided and/or arranged inducements knowingly, their conduct violated unethical conduct legislation under Bylaws 10.1, 10.01.1 and 10.1-(b).

As it relates to the provision of hotel lodging for prospect 7, Tennessee argued that no violation occurred because the prospect stayed at a different hotel that was booked and paid for by his father. However, Tennessee’s football staff reserved and paid for a room for prospect 7 and provided him with a key. Regardless of whether the prospect used the room, it was available to him. Accordingly, this conduct violated Bylaw 13.2.1, which prohibits institutional staff members from giving, *arranging* or *offering* inducements to a prospect.

With respect to assistant coach 3, he claimed he was not involved in planning or arranging prospect 8’s August 22-23, 2020, visit. He denied asking the recruiting director to create an itinerary for the visit and claimed that his many phone calls with the prospect’s family and high school coach were about topics other than the prospect’s visit to Knoxville. However, the recruiting director’s text messages demonstrate assistant coach 3’s involvement. Shortly after a phone call with assistant coach 3, the recruiting director sent a text message to another recruiting staff member asking her to “make a fancy itinerary” for the prospect’s visit and stating that “[assistant coach 3] wants practice time on there” and things for the prospect and his guests to do during the visit. She followed up with the recruiting staff member a few hours later, telling her that assistant coach 3 was asking for the itinerary. Roughly ten minutes later, the recruiting director sent the itinerary to assistant coach 3.

The timing of this series of events and the content of the text messages paint a clear picture of assistant coach 3’s involvement. Specifically, these facts demonstrate that assistant coach 3 talked

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<sup>27</sup> In recent cases involving violations that occurred during the COVID-19 recruiting dead period, the COI has said it is unclear whether legislation related to unofficial visits is applicable because the dead period prohibited such visits altogether. See *U.S. Air Force Academy* (2023); *California State University, Northridge* (2022); and *Louisiana State University* (2022). In each of those cases, the COI determined that application of unofficial visit legislation did not materially affect the outcome of the case because the conduct at issue violated the dead period restrictions regardless of whether the institution complied with the traditional parameters of an unofficial visit. Although similar circumstances are present here, the panel determines that the legislated restrictions on unofficial visits have greater relevance to this case because the Tennessee football program essentially continued to operate a full-scale unofficial visit program during the COVID-19 recruiting dead period.

with the recruiting director and asked or instructed her to construct an itinerary for the prospect's visit that would include activities that were not permissible at the time. The recruiting director then communicated with her staff and made it happen. Assistant coach 3's involvement is further supported by phone records showing that he was in regular communication with the prospect's family members and high school coach leading up to, during and following the visit. Additionally, the prospect's father reported that the prospect's high school coach arranged the visit through assistant coach 3. Given these facts, the panel concludes that assistant coach 3 arranged an impermissible visit for prospect 8 and his guests in violation of the COVID-19 dead period restrictions and Bylaw 13.02.5.5.<sup>28</sup>

The football staff's conduct in arranging and funding visits for these six prospects and facilitating impermissible recruiting contacts during the COVID-19 recruiting dead period constitutes a collective Level I violation. In recent cases, the COI has concluded that recruiting contact and inducement violations occurred when coaches arranged for impermissible contacts and provided prospects and their families with inducements during the COVID-19 recruiting dead period. See *U.S. Air Force Academy (Air Force)* (2023); *California State University, Northridge (CSUN)* (2022) and *Louisiana State University (LSU)* (2022). The COI concluded that the violations in *CSUN* and *LSU* were Level II because they were relatively limited in nature.<sup>29</sup> In *Air Force*, however, the COI concluded the dead period violations for one assistant coach, who challenged his involvement in a broader practice, were Level I because they involved four prospects and impacted the eligibility of one of the prospects. Given the number of coaches, staff members, prospects and student-athletes involved here, this case aligns more closely with *Air Force* than either *CSUN* or *LSU*. Thus, consistent with these cases and Bylaw 19.1.1, the panel concludes the violation is Level I.

Assistant coach 3 argued that if the panel concluded his conduct violated NCAA legislation, any violation was Level II at most. The panel disagrees. The COI rejected a similar argument in *Air Force*, where an assistant coach argued that his violation, which was part of a broader practice of providing impermissible visits, should be designated Level II because his conduct was more limited than the conduct of other individuals involved in the practice. The COI concluded, however, that the assistant coach's violation was Level I because it was consistent with a broader practice of which the assistant coach was aware. Here, assistant coach 3's conduct was similarly consistent with the football program's system of offering impermissible paid visits to prospects.

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<sup>28</sup> Due to the structure of the NOA, the panel could not discern which specific bylaws assistant coach 3 was charged with violating. His conduct is referenced in the paragraph summarizing the planning of prospect 8's August 2020 visit, but bylaw citations are included only in the subparagraphs below, which outline the specific inducements and benefits provided to the prospect by other football staff members. In his written response and at the hearing, assistant coach 3 argued that this structure indicated he was not responsible for *any* violation because he did not actually provide inducements tied to those specific bylaws. Creative structural arguments aside, assistant coach 3's involvement in planning a prospect's visit during the COVID-19 recruiting dead period is a clear violation of the dead period restrictions and Bylaw 13.02.5.5. However, the panel is unable to determine whether his conduct violated any additional Bylaw 13 provisions. In future cases, the panel cautions the enforcement staff to be careful and precise in drafting the NOA to avoid any lack of clarity around individual responsibility.

<sup>29</sup> At the time of this decision, CSUN is appealing portions of the COI's decision. That appeal does not include case or violation level.

Although assistant coach 3 claimed he was unaware of this practice at the time it was going on, a significant portion of the coaching and recruiting staff was involved in it. Thus, the panel finds his denial of awareness implausible. As in *Air Force*, assistant coach 3 engaged in a violation that was part of a broader scheme involving multiple members of the coaching staff. This scheme created a substantial recruiting advantage for Tennessee. Assistant coach 3's violation is Level I.

**3. Members of the football staff knowingly provided impermissible recruiting inducements and benefits to prospect 2 and his mother, including the head coach's provision of cash to the prospect's mother to assist with medical bills.**

For a period of more than two years, the head coach, recruiting director and assistant recruiting director knowingly arranged and/or provided approximately \$12,707 in impermissible recruiting inducements and benefits to prospect 2 and/or his mother. As a result, prospect 2 competed and received expenses while ineligible. The panel concludes that the violations occurred and resulted in Level I violations of Bylaws 10, 12, 13 and 16.

Tennessee agreed that the violations occurred and that they are Level I. The recruiting director and assistant recruiting director did not respond to the notice of allegations, but the recruiting director admitted to the violations at the infractions hearing. The head coach admitted to some facts that he asserted were Level III violations and disputed other conduct altogether.

Beginning in October 2018 and continuing through December 2018, the recruiting director arranged and/or knowingly provided impermissible inducements to prospect 2 and his mother. Specifically, by arranging for and knowingly providing prospect 2 and his mother cost-free hotel lodging, meals and local transportation to and from the Knoxville airport for prospect 2, the recruiting director violated Bylaws 10.01.1, 10.1, 10.1-(b), 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2. Additionally, at the direction of an unidentified football coaching staff member, booster 2 provided prospect 2 with roundtrip airfare from Memphis which also violated Bylaws 13.2.1 and 13.2.1.1-(g).

Later, after prospect 2 enrolled at Tennessee in January 2019, the recruiting director violated Bylaws 10.01.1, 10.1, 10.1-(b), 16.11.2.1 when she arranged and/or knowingly provided prospect 2 and/or his mother cost-free hotel lodging and gameday parking. Likewise, violations of Bylaws 10.01.1, 10.1, 10.1-(b), 16.11.2.1 and 16.11.2.2-(d) occurred when the assistant recruiting director knowingly provided prospect 2 with cost-free furniture, household goods, party decorations and roundtrip automobile transportation.

The impermissible inducements and extra benefits rendered prospect 2 ineligible. He went on to compete in 23 contests and received competition-related expenses while ineligible. When Tennessee failed to withhold prospect 2 from competition and provided him with actual and necessary expenses, the institution violated Bylaws 12.11.1 and 16.8.1.

The head coach disputed the allegation that he provided prospect 2's mother with \$3,000 cash. He argued that the available evidence was contradictory, and a violation could not be demonstrated

for two principal reasons. First, the head coach asserted that prospect 2's mother lacked credibility, and her testimony was motivated by self-interest—specifically, justifying her son's grant of limited immunity and restoring his eligibility. Second, the head coach claimed that the objective evidence relied on by the enforcement staff did not substantiate that the violation occurred. Specifically, he maintained that no phone, text, or video surveillance records corroborate that they ever met or that a payment was exchanged. Additionally, the head coach questioned prospect 2's mother's deposit because it exceeded the amount he allegedly provided by \$2,100.

The panel is not persuaded by either of these arguments. The head coach's assertion that prospect 2's grant of limited immunity motivated his mother to lie is illogical. As the head coach acknowledged, prospect 2's mother's priority was restoring her son's eligibility, and her testimony implicating the head coach only jeopardized it. Despite the head coach's claim, the panel finds prospect 2's mother to be credible as she had no incentive to be untruthful.

In general, immunity is an important investigative tool used to encourage parties to provide truthful and complete information about possible NCAA violations. If parties are not truthful, forthcoming or cooperative, their grant of limited immunity may be revoked. The purpose of immunity is for investigators to uncover what happened, regardless of whether the information reported ultimately substantiates NCAA violations. Based on his argument, the head coach and his counsel are asking the panel to assume that investigators acted in bad faith and used immunity as an instrument to obtain facts that support *their* narrative instead of uncovering the truth. The panel will not do so and remains supportive of the enforcement staff utilizing immunity—one of the few investigative tools available in the infractions process—as a method to secure party cooperation and uncover the truth.

The record also does not support the head coach's argument that the violation cannot be demonstrated. When prospect 2's mother arrived in Knoxville to help her son move in, her bank account was overdrawn by roughly \$2,500. During the visit, prospect 2's mother and the head coach discussed her need for a second medical procedure. Before she returned home, she stopped by the head coach's office at his request, and he provided her with \$3,000 in cash. Within a few days, prospect 2's mother deposited the cash into her account and paid her past due medical bill, which permitted her to have a much-needed second procedure. Over a year later, the head coach provided prospect 2's mother with \$300 in cash at her request—conduct to which the head coach admits. From the panel's perspective, the head coach's admission only bolsters prospect 2's mother's credibility with regard to the larger \$3,000 payment.

In support of his position, the head coach cited the COI's determination that a violation was not demonstrated in *Auburn University* (2021). In *Auburn*, the NOA alleged that an assistant basketball coach committed violations when he arranged for and provided tuition payments to a student-athlete. Although the facts were troubling, the case record and the parties' statements at the hearing presented an overwhelming degree of conflicting, confusing and incomplete information. Thus, the panel determined that although the information suggested something impermissible happened, it could not ultimately conclude NCAA violations occurred. The head coach maintained that like the alleged tuition payments in *Auburn*, the alleged \$3,000 cash

payment in this case lacked meaningful corroboration even if information in the record suggests that something impermissible may have occurred.

The head coach's reliance on *Auburn* is misplaced. In *Auburn*, the student-athlete, who allegedly received the tuition payments, and his father refused to participate in the investigation. Without their statements, the panel relied on a non-scholastic coach's statements, cellphone records and commonalities around public IP addresses in determining whether a violation occurred. Credibility issues related to the non-scholastic coach undermined many of his claims. Unlike *Auburn*, the information available in this case is neither conflicting nor confusing. In fact, the information that was absent in *Auburn* is present here. The individual with the most pertinent knowledge—prospect 2's mother—participated in an interview where she implicated the head coach in providing her \$3,000 in cash, and the bank activity of the head coach and the prospect's mother corroborated her firsthand account.<sup>30</sup> Though the panel is disappointed that the deposit surplus of \$2,100 was not further probed, the panel determines that the available information sufficiently corroborates the head coach's provision of \$3,000 in cash to prospect 2's mother.

Regarding level, the head coach admitted to providing \$300 in cash to prospect 2's mother but asserted the payment was Level III because intentional cash payments of similar amounts from coaches and boosters are routinely processed as Level III violations. He also argued that those cash payments are made without the significant mitigating circumstances that surrounded his provision of cash to prospect 2's mother. Specifically, he claimed that prospect 2's mother showed up on campus “in tears during the height of the COVID-19 pandemic and following a number of racially charged events when the University was unwilling or unable to support its student-athletes via permissible, traditional means.”

The head coach's argument is unpersuasive for two reasons: (1) it is based on his position that he did not provide prospect 2's mother with \$3,000; and (2) even when focused exclusively on the admitted \$300 payment, it ignores the fact that the head coach knowingly violated NCAA legislation.

First, there is no reasonable argument that conduct which includes a head coach's knowing provision of \$3,000 cash results in a Level III violation. See Bylaw 19.1.1-(d) and (f) (identifying individual unethical conduct and cash payments by a coach, respectively, as examples of a Level I violation). In addition to being a significant monetary amount, the head coach's provision of \$3,000 cash to prospect 2's mother provided a substantial benefit by providing financial relief during challenging times. See *University of California, Santa Barbara (UCSB)* (2019) (noting that, in addition to the value of an inducement or benefit, the COI looks to other factors, including advantages gained by an institution, when determining violation level).

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<sup>30</sup> Pursuant to Bylaw 19.7.8.3, the panel shall base its decision on information presented to it that it determines to be credible, persuasive and of a kind on which reasonably prudent persons rely. That information may directly or circumstantially support the alleged violation.

Further, the panel rejects the head coach's argument that his \$300 cash payment is a Level III violation. Notably, Bylaw 19.1.1-(f) does not specify a dollar amount associated with impermissible cash payments. Thus, it applies to the lower \$300 payment. Regardless of Bylaw 19.1.1-(f), the panel is not persuaded by the head coach's humanitarian-based arguments. While the panel is sympathetic to the challenges faced during that time, the facts do not change that the head coach intentionally violated ethical conduct and benefit legislation. By his own admission, the head coach knew providing prospect 2's mother with cash was impermissible, even if he believed it was the humanitarian thing to do. Yet after providing the money to prospect 2's mother, the head coach never tried to cure his misconduct by reporting the payment to compliance. Additionally, the head coach's assertion that Tennessee was unwilling or unable to support its student-athletes via permissible, traditional means directly conflicts with his acknowledgement that the payment could have been permissible via the Student-Athlete Opportunity Fund. The institution further refuted his claim by outlining other pandemic support services that could have been explored. When the head coach knowingly provided cash to prospect 2's mother on two occasions, he violated Bylaws 10.01.1, 10.1, 10.1-(b) and 16.11.2.1. Those violations are Level I.

A collective Level I violation occurred when the head coach, recruiting director and assistant recruiting director knowingly arranged for and/or knowingly provided impermissible recruiting inducements and extra benefits to prospect 2 and his mother. A Level I violation is a "severe breach of conduct that provides a substantial advantage or extensive benefit." See Bylaw 19.1.1. Here, the nearly \$13,000 prospect 2 and his mother received constituted an extensive benefit. The inducements and benefits permitted prospect 2 to take four free unofficial visits to the institution and allowed his mother to attend almost all the home football contests during 2019-20 and 2020-21 seasons. The inducements also provided a substantial recruiting and competitive advantage for the institution, as prospect 2 ultimately enrolled and competed at Tennessee, including competing in a bowl game.

The COI has previously concluded that impermissible inducements and/or benefits constitute Level I violations when they are particularly extensive in duration, value or scope, or where they confer substantial advantages on the institution. See *Missouri State University* (2021) (concluding that Level I violations occurred when a head women's volleyball coach provided, arranged for and permitted approximately \$16,200 over a three-year period in impermissible recruiting inducements and benefits for prospects and enrolled student-athletes) and *University of Mississippi* (2017) (concluding that a booster's provision of impermissible transportation, meals, lodging and payment of cell phone bills for four football prospects was a Level I violation because it constituted a substantial recruiting advantage to the institution, occurred over the course of a full academic year and involved multiple, coaches, prospects and a booster). Due to the nature, number and duration of the benefits and inducements here, they collectively constitute a Level I violation.

**4. Members of the football staff knowingly provided impermissible recruiting inducements and benefits to prospect 1 and his mother, including the provision of cash by the head coach and his wife to assist the prospect's mother with car and rent payments.**

For a period of two and a half years, members of the football staff knowingly provided impermissible recruiting inducements and extra benefits to prospect 1 and his family members—most notably, his mother. During the prospect's recruitment, the recruiting director arranged and provided inducements in connection with the prospect's unofficial visits, and the head coach arranged or provided the prospect's mother with \$6,000 cash to make a down payment on a car. After the prospect enrolled at Tennessee, the recruiting director, and assistant coaches 1 and 2 provided additional extra benefits to the prospect and his mother. The head coach's wife also provided the prospect's mother with cash payments. As a result of the inducements and benefits, prospect 1 competed and received expenses while ineligible. The panel concludes that this conduct violated Bylaws 10, 12, 13 and 16 and resulted in a collective Level I violation.

Tennessee and the recruiting director agreed the conduct occurred and that it constituted a Level I violation.<sup>31</sup> The head coach denied providing prospect 1's mother with cash and denied any involvement in or knowledge of cash payments from his wife to the prospect's mother. The head coach's wife is not an involved individual in this case, but she participated in the hearing and denied giving any money to the prospect's mother.

From September through December 2018, during five visits to Knoxville by the prospect and his family, the recruiting director arranged inducements and visit expenses that violated Bylaw 13.2.1's prohibition on recruiting inducements and multiple other provisions of Bylaw 13. These included free hotel lodging (Bylaws 13.2.1.1-(g) and 13.7.3.1), meals (Bylaw 13.7.3.1.2), entertainment (Bylaw 13.7.3.1) and Tennessee-branded apparel (Bylaw 13.2.1.1-(b)). The head coach's arrangement or provision of \$6,000 cash to prospect 1's mother also constituted a recruiting inducement, which violated Bylaws 13.2.1 and 13.2.1.1-(e).

After the prospect enrolled at Tennessee in January 2019, the recruiting director and assistant coaches 1 and 2 provided extra benefits to the prospect and his mother in violation of Bylaw 16.11.2.1. These benefits included free gameday parking as well as nail salon services and a meal for the prospect's mother in connection with hosting the mother of another visiting prospect. The head coach's wife provided additional benefits when she: (1) gave the prospect's mother \$500 cash every month for a period of more than two years to assist with car payments; (2) gave prospect 1's mother \$1,600 cash to pay the security deposit on a rental home in Knoxville; and (3) arranged for assistant coach 1 to give the prospect's mother another \$1,600 cash payment to assist with her rent. These post-enrollment cash payments, which totaled \$15,700, likewise violated Bylaw 16.11.2.1.

Because the head coach, recruiting director and assistant coach 1 provided these inducements and benefits knowingly, their conduct also violated Bylaws 10.01.1, 10.1 and 10.1-(b). Additionally,

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<sup>31</sup> Assistant coaches 1 and 2 agreed to the violations and level via NR.



the provision of recruiting inducements and extra benefits rendered prospect 1 ineligible. When Tennessee failed to withhold the prospect from competition and provided him with actual and necessary expenses, the institution violated Bylaws 12.11.1 and 16.8.1.

The head coach denied that he provided cash to prospect 1's mother to make a down payment on a car. Similar to his denials with respect to prospect 2, the head coach argued that prospect 1's mother lacked credibility and her testimony was motivated by her desire to secure her son's academic eligibility at his transfer institution. The head coach also claimed that the prospect's mother provided conflicting testimony and the information in the record did not corroborate her statements. The panel remains unpersuaded by these arguments, which are an attempt to interject speculation and distract the panel from the otherwise credible information developed by Tennessee and the enforcement staff during the investigation.

As an initial matter, the panel found the prospect's mother to be credible. The head coach's theory that she was motivated to implicate him in violations in order to secure her son's academic eligibility at another institution is both illogical and unsupported by information in the record. Although counsel for the prospect and his mother attempted to leverage their participation in an interview with the enforcement staff in exchange for institutional action on the prospect's grade change request, there is nothing in the record to suggest that this attempt was successful or even related. As both the institution and the enforcement staff explained at the hearing, this was a separate issue governed by a separate process. The grade change request was an academic matter that was handled by the provost's office following normal procedures for grade changes, and neither the athletics department nor the enforcement staff were involved in any way. Regardless of his counsel's request, prospect 1 had an obligation to cooperate with the investigation and the grant of immunity. He met that obligation.

The head coach's argument disregards these facts and is based instead on innuendo, speculation and the assumption of bad faith. Specifically, his argument suggests that the prospect's mother was not simply withholding her participation in an interview, but that she was willing to *lie* during an interview in exchange for her son's grade change. This is not an assumption the panel is willing to make. Moreover, had the prospect's mother provided untruthful information during the interview, it could have resulted in the revocation of limited immunity for her son and jeopardized his eligibility. This is a compelling incentive to tell the truth.

During their respective interviews, both the prospect's mother and the head coach's wife spoke of their friendship and the close relationship the prospect's mother had with the family. They often visited one another's homes, stayed in regular contact via phone and text, and the prospect's mother helped the head coach's wife care for her children. Neither identified any kind of falling out that might have motivated the prospect's mother to invent falsehoods in order to implicate the head coach and his wife in NCAA violations. In the panel's view, their close relationship at the time the prospect's mother provided this information enhances the prospect's mother's credibility.

Additionally, her credibility is not undermined by "inconsistent" statements as the head coach claims. Although the head coach pointed to the written proffer of immunity as proof of a changing

narrative by the prospect's mother, the panel affords the proffer less weight than her interview statements. The proffer was prepared by counsel and was not a firsthand statement by the prospect or his mother. The proffer document expressly noted that the prospect or his mother may later clarify or add to information in the proffer during their interviews. Additionally, the discrepancy between the proffer and interview regarding the amount of money the prospect's mother received for the initial vehicle down payment was not an inconsistency by the prospect's mother. Her counsel acknowledged it as his own error in drafting the proffer.

In a further attempt to undermine prospect 1's mother's credibility, the head coach selectively questions two aspects of her interview: (1) her claim that the head coach offered to help her buy a car without knowing she was in need of a new car; and (2) her inability to recall whether it was the head coach or his wife who physically handed her the \$6,000 cash payment. With respect to the first, important context is missing. Although prospect 1's mother admitted she never told the head coach she needed a new car, she said that Tennessee football staff members knew of her car troubles, even witnessing prospect 1 push his mother's car out of parking spots when it would not shift into reverse. It is reasonable to conclude that the head coach either observed these issues himself or one of his colleagues told him about it.

Likewise, the prospect's mother's credibility is not undercut by her inability to recall whether it was the head coach or his wife who handed her the money. If anything, this supports that she was making a genuine attempt to remember and provide truthful information rather than simply pointing the finger at the head coach. Additionally, this detail is immaterial to whether a violation occurred and whether the head coach is responsible for it. As noted elsewhere in this decision, Bylaw 13.2.1 prohibits institutional staff members from giving, *offering* or *arranging* impermissible inducements, including gifts of cash. Even if the head coach did not physically hand her the money, he told the prospect's mother he would help her get a car, that she should pick whatever she wanted, and he would make the payment. Shortly thereafter, either he or his wife gave the prospect's mother \$6,000 cash. Thus, either he gave her the money, or he offered her the money and arranged for his wife to give it to her. Either way, his conduct violated Bylaw 13.2.1.

Finally, documentary information in the record corroborates the prospect's mother's statements. The head coach's bank records showed two \$6,000 cash withdrawals in close proximity to weekends when the prospect and his mother visited Knoxville. The panel recognizes that the head coach and his wife kept cash on hand at all times and made frequent large withdrawals, but the timing and amount of these two specific withdrawals align with the timing of the prospect's visits and the amount of the payment his mother received. Additionally, vehicle purchase records show that the prospect's mother made a \$6,000 cash down payment on December 26, 2018, and phone records show an eight-minute call with the head coach's wife on that same date.<sup>32</sup> While none of

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<sup>32</sup> As it relates to the head coach's wife's monthly provision of \$500 cash to the prospect's mother, the timing of cash withdrawals, phone calls, text messages, and the prospect's mother's car payments similarly corroborate information provided by the prospect's mother and establish that the violation occurred. The allegation was uncontested by the parties, and the head coach's wife was not named as an involved individual. She is therefore not at risk for penalties in connection with the violation.

these records are conclusive on their own, when taken together they support the prospect's mother's statements.

The head coach contends that previous COI decisions establish that a violation cannot be demonstrated when there is conflicting information in the record, citing to *Georgia Institute of Technology* (2021), *Mississippi* (2017) and *University of Mississippi* (2016). But there is no conflicting information here. The record consists of statements by the prospect's mother that are supported by bank, telephone and vehicle purchase records. The only contradictory information is the head coach's denial. When viewed in totality, the information establishes that the violation occurred. The head coach's knowing provision of the cash payment to the prospect's mother also establishes an unethical conduct violation under Bylaws 10.1, 10.01.1 and 10.1-(b).

Pursuant to Bylaw 19.1.1.-(d), (f) and (h), the panel determines that the collective violation—including all pre- and post-enrollment inducements and benefits provided to prospect 1 and his mother, and the related unethical conduct—is Level I. The violations were intentional and happened repeatedly over a two-and-a-half-year period. They also involved over \$23,000 in impermissible recruiting inducements and extra benefits, much of it consisting of direct cash payments. They also provided a substantial advantage to Tennessee—as the prospect ultimately enrolled and competed at the institution, including during a bowl game—and a substantial benefit to the prospect and his family. In past cases, the COI has concluded that Level I violations occur when institutional staff members provide significant inducements or benefits—including cash payments—to prospective or enrolled student-athletes. See *University of Akron* (2021) (concluding that Level I violations occurred when an associate AD provided \$5,900 in cash loans to eight football student-athletes, thereby violating principles of ethical conduct); *Mississippi* (2017) (concluding that Level I violations occurred when coaching staff members knowingly provided prospects and their families with impermissible inducements and benefits); and *University of Northern Colorado* (2017) (concluding that Level I violations occurred when multiple coaches engaged in unethical conduct by providing prospects with inducements in the form of payment for online courses). Consistent with these cases, the violation is Level I.

**5. Football staff members arranged and funded multiple unofficial visits and provided impermissible recruiting inducements to prospects 3, 4, 5 and 6 over an eleven-month period.**

From November 2018 through December 2019, prospects 3, 4, 5 and 6 took a combined total of 22 unofficial visits to Tennessee. Consistent with the football program's system of treating unofficial visits as official visits, the recruiting director, personnel director and assistant coach arranged and/or provided the prospects and their guests with impermissible inducements. Additionally, assistant coach 1 had impermissible recruiting contacts with prospect 4 during this same time and provided him with \$750 cash. The inducements were provided knowingly and resulted in ineligible competition for three of the four prospects. The panel concludes that this conduct violated Bylaws 10, 12, 13 and 16, and resulted in four separate Level I violations.

All involved parties generally agreed to the facts and violations.<sup>33</sup> Tennessee, however, disputed the level of three of the violations. Specifically, the institution argued that the violations involving prospects 3, 5 and 6 were each Level II, not Level I as alleged.

The first collective violation involves prospect 3 and took place during nine unofficial visits to Tennessee between November 2018 and December 2019. During these visits, the recruiting director and the personnel director provided the prospect and his guests with impermissible inducements totaling approximately \$1,938. These inducements violated multiple provisions of Bylaw 13, and they included free hotel lodging (Bylaw 13.2.1.1-(g)), gameday parking (Bylaw 13.7.3.1.6) and Tennessee-branded apparel (Bylaw 13.2.1.1-(b)).<sup>34</sup> Additionally, the recruiting director's knowing provision of inducements violated unethical conduct legislation under Bylaw 10.1, 10.01.1 and 10.1-(b). As a result of the inducements, prospect 3 competed in 10 contests and received actual and necessary expenses while ineligible in violation of Bylaws 12.11.1 and 16.8.1.

The second collective violation involves prospect 4 and took place over two unofficial visits and one official visit to the institution from March through December 2019. During the unofficial visits, the recruiting director and/or assistant coach 1 provided the prospect and his guests with impermissible inducements totaling approximately \$2,463. These included free hotel lodging, meals (Bylaw 13.7.3.1.2), entertainment (Bylaw 13.7.3.1.2), transportation (Bylaw 13.5.3) and Tennessee-branded apparel. Additionally, assistant coach 1 had impermissible recruiting contact with the prospect on two occasions, provided him with \$750 cash and provided him with Tennessee-branded apparel in connection with an official visit. Because the recruiting director and assistant coach 1 provided the inducements knowingly, their conduct also violated Bylaws 10.1, 10.01.1 and 10.1-(b).

The third collective violation centers on prospect 5 and occurred during six unofficial visits from June through October 2019. During these visits, the recruiting director provided the prospect and his guests with impermissible inducements totaling approximately \$955. These included free hotel lodging, meals and gameday parking. The recruiting director's knowing provision of these inducements also violated Bylaw 10.1, 10.01.1 and 10.1-(b). As a result of the inducements, prospect 5 competed in 10 games and received actual and necessary expenses while ineligible in violation of Bylaws 12.11.1 and 16.8.1.

Finally, the fourth collective violation centered on prospect 6 and took place over five unofficial visits from September through November 2019. During these visits, the recruiting director knowingly provided impermissible inducements—specifically, free hotel lodging and meals—

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<sup>33</sup> Assistant coach 1 and the personnel director agreed via NR.

<sup>34</sup> At the infractions hearing, the recruiting director admitted that she arranged the free hotel lodging for prospect 3 and his family, but she denied providing the money to pay for it. In light of her many other admissions to providing and funding inducements for prospects, and her shifting stories in other areas, the panel does not find her denial to be credible. Even if she did not use her own money, the record establishes—and she has admitted—to other instances of providing inducements via cash she received from other members of the football staff. Additionally, Bylaw 13.2.1 prohibits giving, offering or *arranging* an inducement for a prospect. Thus, even if the panel gave credit to her denial, the recruiting director's involvement in arranging the free hotel rooms would be sufficient to establish a violation.

totaling approximately \$800. The recruiting director's knowing provision of these inducements violated Bylaws 10.1, 10.01.1 and 10.1-(b). As a result of the inducements, prospect 6 competed in 10 contests and received actual and necessary expenses while ineligible in violation of Bylaws 12.11.1 and 16.8.1.

Tennessee agreed that the collective violation involving prospect 4 is Level I. However, the institution argued that the other three violations are each Level II for the following reasons: (1) they did not involve the provision of cash to prospects; (2) the dollar value of the inducements was less substantial; and (3) the inducements did not provide a substantial recruiting advantage to Tennessee. The panel disagrees.

First, although these violations did not involve cash payments, the conduct at issue was serious. In each of the three violations, the same or similar conduct occurred repeatedly over multiple visits for each prospect—free hotels, meals, athletic gear, and entertainment. Prospect 3, for example, received inducements and visit expenses over *nine separate* unofficial visits. The violations also impacted the eligibility of all three prospects, each of whom went on to compete in 10 contests while ineligible. Although the dollar value of the inducements is smaller relative to some other violations in this case, the level of a violation has to do with more than just the value of the benefit or inducement. In past cases, the COI has also looked to other factors, such as the advantages gained by the institution. *See UCSB* (noting that value is but one factor in assessing level). Here, all three prospects ultimately enrolled and competed at Tennessee. Thus, it appears that the inducements achieved their intended objective of securing the prospects' commitment and thereby conferred a substantial recruiting advantage on Tennessee.

Standing alone, these are serious violations. That seriousness is compounded by the fact that they were each part of the football program's broader practice of providing prospects with impermissible paid visits. As noted elsewhere in this decision, the COI has previously declined to designate violations at a lower level when they are part of an overall Level I scheme. *See Air Force*; *see also Brigham Young University* (2018) (rejecting the institution's attempt to disaggregate related conduct into individual, less severe violations for the purpose of advocating for a lower penalty). Consistent with these cases and Bylaw 19.1.1, the panel concludes that each of the collective violations involving prospects 3, 4, 5 and 6 are Level I violations.

**6. The football program violated ethical conduct, recruiting, and benefits legislation when it provided inducements to 13 prospective student-athletes and/or their respective family members and one individual associated with a prospect.**

Over a period of nearly two years, the football program provided 13 prospects, their family members and one high school football coach with \$3,919 in unofficial visit expenses. Additionally, the recruiting director and members of the football staff arranged contact with one of the prospects during the COVID-19 recruiting dead period. As a result of the impermissible inducements, student-athletes competed and received expenses while ineligible. The panel concludes the violations occurred and resulted in Level I violations of Bylaws 10, 12, 13 and 16.

Generally, Tennessee, the recruiting director, assistant coach 2 and the personnel director agreed to the facts and violations except for the provision of cost-free hotel lodging to prospect 10, which the institution disputed.<sup>35</sup> The head coach contested his involvement in violations. The assistant recruiting director did not respond to the NOA.

Beginning in January 2019 continuing through November 2020, the football program provided inducements to prospects. On multiple occasions during this time, the recruiting director, assistant recruiting director, assistant coach 2, personnel director, the head coach and two other football staff members arranged for and/or knowingly provided 13 prospects, their family members and/or other associated individuals with cost-free hotel lodging, meals, entertainment, transportation, gameday parking, cash and/or Tennessee-branded apparel and merchandise. These arrangements and provisions violated Bylaws 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.3.1.6 and 13.8.1. Further, because these individuals knowingly provided the inducements, they also violated unethical conduct legislation under Bylaws 10.01.1, 10.1 and 10.1-(b). Additionally, the recruiting director's and football staff members' arrangement for prospect 14 to have in-person contact with two student-athletes violated the dead period restrictions defined in Bylaw 13.02.5.5 and legislation related to permissible recruiters in 13.1.2.1. Six of the prospects went on to compete and receive actual and necessary expenses while ineligible, which violated Bylaws 12.11.1 and 16.8.1.

The institution contested the provision of cost-free hotel lodging to prospect 10 in March and April 2019. In its response, Tennessee argued the allegation lacked sufficient factual support to make a finding. Specifically, prospect 10 and his mother were never interviewed, so the only available factual support was hotel records. The panel disagrees. Text messages show the recruiting director instructing the recruiting assistant to check in and obtain room keys for prospect 10 and his high school coach in March 2019. Similarly, text messages in April 2019 show the recruiting director instructing the personnel director to secure hotel lodging for prospect 10. Moreover, hotel records show the football program paid for prospect 10's room under his mother's name at 2:30 p.m. on April 12, 2019. The record information clearly demonstrates the Tennessee football program *arranged* cost-free lodging. Additionally, the records confirm that prospect 10 checked into the hotel room at 10:23 p.m. on the same day. Accordingly, it is also reasonable to conclude that he *received* cost-free lodging.

The head coach denied providing \$400 in cash to prospect 9. He asserted that both prospect 9 and the personnel director lacked credibility. With respect to prospect 9, the head coach noted that the prospect initially denied receiving cash from anyone associated with the football program. The head coach claimed that in the face of significant eligibility issues and an offer of immunity, prospect 9 fabricated receiving \$400 in cash from the personnel director as he prepared to leave from his official visit. Additionally, the head coach contended that the statements made by the personnel director do not corroborate prospect 9's account and instead conflict with it. For these reasons, the head coach maintained that the allegation lacked objective support.

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<sup>35</sup> The personnel director and assistant coach 2 agreed via NR.

As previously discussed, the panel remains supportive of the enforcement staff's use of immunity as a method to secure party cooperation and uncover the truth. The panel must make credibility determinations when finding facts and concluding whether those facts demonstrate violations. In doing so, the panel weighed prospect 9's testimony, the personnel director's interview statement that he provided prospect 9 with \$400 in cash that he received from the head coach, and Tennessee's admission that a violation occurred against the head coach's denial. The panel also considered the head coach's later admission to providing cash to prospect 9 on a separate occasion. In the panel's view, the credibility issues rest with the head coach, not with prospect 9 and the personnel director. While prospect 9 and the personnel director may have recalled different details about, among other things, the location where the money was exchanged, they both reported that prospect 9 received cash, and the personnel director identified the head coach as the source. These firsthand accounts sufficiently corroborate that the head coach provided the cash that the personnel director gave to prospect 9.

Additionally, the head coach disputed directing an analyst to treat prospect 12's unofficial visit as an official visit. Specifically, the head coach claimed that he did not intend for the recruiting director, personnel director and the analyst to arrange a paid visit for prospect 12 and his parents.

The head coach conceded that he intended for prospect 12 to believe that he was on an official visit while the football program continued to evaluate scholarship numbers, so he directed the analyst to make sure prospect 12 received the proverbial official visit treatment. He insisted that he did not mean for football staff members to pay any visit-related expenses for prospect 12 because it would jeopardize his ability to blueshirt. Thus, he maintained that the weekend of prospect 12's visit was conducted contrary to his express instructions and in a way to avoid his monitoring efforts.

The record, however, does not support his argument. First, a football staff member sent prospect 12 an NLI and written offer of aid on December 17, 2019, which negated his opportunity to blueshirt. Therefore, a month before his visit to campus, prospect 12 would not have been eligible to blueshirt. Second, while the analyst confirmed uncertainty around scholarship availability and conversations amongst the football staff about blueshirting prospect 12, he reported that he received cash from an unidentified football staff member following the directive from the head coach to handle prospect 12's visit as an official visit. The analyst acknowledged this was not standard practice but acquiesced anyway and paid a cash deposit on prospect 12 and his parents' hotel rooms. Based on the facts, it is unreasonable to conclude that the analyst and other staff members operated on their own and against the head coach's instruction.

The panel is particularly troubled by the football program's deception of prospect 12 and his family. Prospect 12 committed to Tennessee under the impression that he would be on scholarship and closed his recruitment despite being pursued by other Power 5 institutions. Notwithstanding being a long-time commit, prospect 12 wanted to take an official visit to campus to memorialize his commitment to the institution ahead of enrolling and foreclosing the opportunity. The investigation uncovered that prospect 12 and his family were intentionally misled, and the football program submitted an unofficial visit declaration form with potentially forged signatures contained

within. As a result of unknowingly receiving impermissible inducements, prospect 12 competed and received actual and necessary expenses while ineligible. The panel shares prospect 12's father's disappointment in how the football program handled his son's recruitment. The program's deception ultimately stained prospect 12 and his parents' official visit experience and impacted prospect 12's eligibility.

As previously discussed, the COI has regularly concluded that impermissible inducements and/or benefits constitute collective Level I violations when they are particularly extensive in duration, value, or scope, or where they confer substantial advantages on the institution. *See Missouri State and Mississippi* (2017). Here, taken separately, the individual violations may not rise to Level I severe breaches of conduct. However, in the aggregate, they constitute a pattern of systemic violations in the football program. Moreover, these violations were intended to provide distinct competitive and recruiting advantages. Thus, consistent with these cases, the panel concludes that the knowing provision of impermissible recruiting inducements and extra benefits establish a collective Level I violation. *See* Bylaw 19.1.1.

**7. Football staff members knowingly provided cash payments to seven football student-athletes to assist with their personal expenses and offset costs related to impermissibly hosting prospects during the COVID-19 recruiting dead period.**

Over an eight-month period, football staff members knowingly provided seven football student-athletes with impermissible benefits in the form of cash payments totaling \$1,258. As a result of receiving the impermissible benefits, four of the student-athletes competed while ineligible. The panel concludes that the football staff's conduct violated Bylaws 10, 12 and 16. The collective violation is Level I.

Tennessee, the recruiting director, assistant coach 1 and the recruiting assistant agreed to the facts and agreed that the facts established a Level I violation.<sup>36</sup> The assistant recruiting director did not respond to the allegations. The head coach admitted to providing two student-athletes with cash payments but argued the violations should be Level III due to the circumstances of those payments.

Football staff members provided the cash payments from April through November 2020, during the COVID-19 recruiting dead period. The payments from assistant coach 1, the recruiting director, the assistant recruiting director and the recruiting assistant were provided to football student-athletes who served as hosts to the prospects visiting during the COVID-19 dead period. The payments were intended to offset their hosting expenses. Assistant coach 1 also provided \$160 in cash to help a student-athlete make a restitution payment to the NCAA as part of a student-athlete reinstatement condition. The head coach provided \$150 to prospect 9, who was at that point an enrolled student-athlete, and \$100 to student-athlete 1. The football staff's cash payments constituted impermissible benefits in violation of Bylaw 16.11.2.1. Additionally, because the head coach, assistant coach 1, the recruiting director and the recruiting assistant provided the benefits

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<sup>36</sup> Assistant coach 1 and the recruiting assistant agreed via NR.



knowingly, their conduct violated Bylaws 10.1, 10.01.1 and 10.1-(b). As a result of receiving the benefits, four of the student-athletes competed in a total of 31 contests and received competition-related expenses while ineligible in violation of Bylaws 12.11.1 and 16.81.

The head coach admitted to providing cash to prospect 9 and student-athlete 1. He claimed, however, that he provided the payments for humanitarian reasons and any violations should therefore be Level III. More specifically, the head coach claimed that prospect 9 called and told him he did not have enough money to buy formula or diapers for his young child. With respect to student-athlete 1, the head coach claimed he was concerned about the student-athlete's mental health because he was not communicating with his family, would not leave his room, and had stayed on campus after other students were sent home due to the pandemic. Thus, the head coach claimed he provided them with cash in an effort to help them during difficult circumstances.

Although the head coach may have made these payments with good intentions, they are not, by definition, Level III violations. More specifically, they are not isolated or limited. *See* Bylaw 19.1.3. Rather, they are part of the head coach's pattern of providing cash to prospects, student-athletes and their family members. As the record in this case demonstrates, the head coach was comfortable providing prospects, student-athletes and their families with cash—in amounts both large and small—particularly when he perceived there to be a humanitarian need.

The head coach's conduct was intentional. He knew it was impermissible to provide these cash payments, but he did it anyway. He then failed to report his actions to the compliance staff. He also knew there were other resources available to assist these student-athletes, such as the Student-Athlete Opportunity Fund. Indeed, the football program had used Opportunity Fund money to help prospect 9 with childcare needs in the past. However, the head coach did not explore this or any other options.

For these reasons, the panel will not extract the head coach's violations from the overall collective Level I violation and designate them at a lower level. *See Air Force*. The head coach's intentional actions, though well-intentioned, were part of an established pattern of giving cash to prospects and student-athletes. Pursuant to Bylaw 19.1.1-(d), (f) and (h), the panel concludes that the collective violation—including the head coach's two cash payments—is Level I.

**B. UNETHICAL CONDUCT, FAILURE TO COOPERATE AND POST-SEPARATION FAILURE TO COOPERATE [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2021-22); 10.1-(c) (2020-21); 19.2.3 and 19.2.3-(b) (2020-21)]**

The recruiting director engaged in unethical conduct when she knowingly influenced prospect 2's mother to furnish the institution and enforcement staff with false or misleading information. Likewise, the recruiting director and assistant coaches 1 and 2 violated principles of ethical conduct and failed to cooperate in the investigation when they provided false or misleading information to the institution and enforcement staff regarding their knowledge of or involvement in NCAA violations.

The institution generally agreed to the facts and that those facts established NCAA violations.<sup>37</sup> Tennessee, however, disputed one portion of the allegation involving the recruiting director.<sup>38</sup> The recruiting director admitted that she provided false and misleading information during the investigation but denied instructing prospect 2's mother to lie.

Later, following their separation from Tennessee, the head coach, assistant coach 1, the recruiting director and recruiting assistant provided false or misleading information during their respective interviews with the enforcement staff and/or the institution.<sup>39</sup> The recruiting director did not respond to the notice of allegations but admitted at the hearing that she lied in her post-separation interview. The panel concludes that all pre- and post-separation unethical conduct violations occurred and are Level I.

### **1. NCAA legislation relating to unethical conduct and failure to cooperate.**

As previously stated, Bylaw 10 governs ethical conduct. Among other things, current and former institutional staff members are obligated to make complete disclosures of information concerning possible violations when requested by the enforcement staff. Failure to do so may constitute unethical conduct under Bylaw 10.1. Likewise, they must not knowingly furnish false or misleading information concerning their involvement in or knowledge of violations in accordance with Bylaw 10.1-(c).

Along these lines, and to further the mission of the infractions process, Bylaw 19.2.3 requires current and former staff members to assist and fully cooperate with the enforcement staff. This includes timely participation in interviews and providing complete and truthful responses. *See* Bylaw 19.2.3-(b).

### **2. The recruiting director committed an unethical conduct violation when she knowingly influenced prospect 2's mother to provide false and/or misleading information during Tennessee's investigation into potential NCAA violations.**

Prior to her December 19, 2020, interview with the institution related to potential impermissible hotel lodging, the recruiting director instructed prospect 2's mother to falsely inform the institution that she reimbursed the recruiting director for securing or holding hotel rooms. Accordingly, the recruiting director's conduct resulted in violations of Bylaw 10.

In her interview, prospect 2's mother reported that after learning her son was being withheld from competition, she attempted to contact the head coach and the compliance department to gather

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<sup>37</sup> Tennessee is responsible for these violations because they occurred while the recruiting director and assistant coaches 1 and 2 were still employed by the institution.

<sup>38</sup> Assistant coaches 1 and 2 agreed to the violations and level via NR.

<sup>39</sup> Since they were no longer employed by the institution at this point, Tennessee is not responsible for these violations. Assistant coach 1 and the recruiting assistant agreed via NR that violations occurred and that they are Level I.

additional information. Concerned about her son's eligibility and unable to get in contact with anyone, prospect 2's mother then contacted the recruiting director, who told her to lie and tell investigators that she reimbursed the recruiting director for hotel lodging. Throughout various interviews, the recruiting director insisted that prospect 2's mother reimbursed her for at least some of the reserved hotel rooms. At the infractions hearing, the recruiting director denied communicating with prospect 2's mother during the investigation and instructing her to lie. However, prospect 2's mother's testimony, coupled with the investigators' inability to uncover any record of reimbursements, make the recruiting director's denial contrary to factual information and not credible. When she instructed prospect 2's mother to provide false or misleading information to Tennessee, the recruiting director violated Bylaws 10.01.1, 10.1 and 10.1-(c).

The COI has previously concluded that Level I violations occur when individuals direct others to lie. *See Mercer University* (2021) (concluding that an assistant cross country and track and field coach engaged in Level I unethical conduct violations when he instructed a prospect and then current student-athletes to provide false and/or misleading information to the institution); *Georgia Institute of Technology (Georgia Tech)* (2019) (concluding that the assistant men's basketball coach committed Level I violations when he attempted to persuade a student-athlete to lie); and *University of the Pacific* (2017) (concluding Level I unethical conduct violations occurred when a head basketball coach urged a prospective student-athlete to provide false or misleading information during an investigation, putting the prospect's eligibility at risk). Pursuant to Bylaw 19.1.1-(c) and (d), and consistent with the case guidance, the recruiting director's unethical conduct violation is Level I.

**3. The recruiting director and assistant coaches 1 and 2 violated ethical conduct legislation when they provided false or misleading information to the institution and enforcement staff regarding their knowledge of and involvement in NCAA violations.**

The recruiting director and assistant coaches 1 and 2 committed unethical conduct violations during Tennessee's investigation. First, on January 7, 2021, the recruiting director provided false or misleading information when she reported that she only used her own money to fund the impermissible inducements and benefits provided to prospects and student-athletes during the COVID-19 recruiting dead period. Second, assistant coaches 1 and 2 denied knowledge of, arranging or providing impermissible inducements and benefits during COVID-19 recruiting dead period visits in their respective interviews on January 13, 2021. Their conduct violated Bylaw 10. Assistant coaches 1 and 2 also violated Bylaw 19.

The recruiting director and assistant coaches 1 and 2 failed to meet their obligations when they provided untruthful information during their interviews with the enforcement staff. As it relates to the recruiting director, she reported that she used her personal money to pay for hotels, meals, entertainment and host money during the COVID-19 recruiting dead period. However, after reviewing her bank records, her account was often overdrawn or otherwise insufficient to pay for the inducements provided. Additionally, text messages—including, among other things, mention of an "extra funds stash"—indicate that other sources of money were used to fund the scheme to

treat unofficial visits as official visits. Regarding assistant coaches 1 and 2, both originally denied knowledge of, arranging or providing inducements and benefits during the COVID-19 recruiting dead period. The institution acknowledged that it was responsible for the unethical conduct of assistant coaches 1 and 2. When the recruiting director and assistant coaches 1 and 2 failed to provide truthful and complete information during their interviews, they violated principles of ethical conduct under Bylaws 10.01.1, 10.1 and 10.1-(c). Likewise, assistant coaches 1 and 2 failed to cooperate in violation of Bylaws 19.2.3 and 19.2.3-(b).

The COI has regularly concluded Level I violations occur when individuals provide false or misleading information in an interview. See *Missouri State* (concluding a head women's volleyball coach engaged in Level I violations when she denied having knowledge of or involvement in arranging summer housing for prospects, arranging tutoring for a student-athlete and permitting a volunteer assistant coach to provide instruction during practice); *Georgia Tech* (2019) (concluding that an assistant men's basketball coach committed Level I violations when he lied in an interview and denied involvement in the underlying violations); and *Mississippi* (2017) (concluding that athletics staff members engaged in Level I unethical conduct when they knowingly provided false or misleading information about their involvement in helping prospects obtain fraudulent ACT exam scores, arranging for impermissible meals, lodging and transportation for prospects, and arranging for boosters to have contact and communication with a student-athlete for the purpose of providing him with cash payments). Pursuant to Bylaws 19.1.1-(c) and (d), and consistent with these cases, the panel concludes the violations of the recruiting director and assistant coaches 1 and 2 are Level I.

**4. The head coach, assistant coach 1, the recruiting director and the recruiting assistant violated the principles of ethical conduct and failed to cooperate when they knowingly provided false or misleading information to the institution and enforcement staff after their separation from the institution.**

After their separations from Tennessee, the recruiting director, the recruiting assistant, assistant coach 1 and the head coach provided false or misleading information to the institution and enforcement staff when they denied their involvement in NCAA violations. Their denials were refuted by information in the record—particularly their own agreements and admissions. The panel concludes the statements the recruiting director, the recruiting assistant, assistant coach 1 and the head coach made during their interviews constituted false or misleading information in violation of Bylaws 10 and 19. The violations are Level I.

The statements made during the recruiting director's October 18, 2021, interview, the recruiting assistant's October 27, 2021, interview, and assistant coach 1's November 14, 2021, interview are not supported by the record in this case. The recruiting director's bank records contradict her assertions that she used personal money from babysitting and dog walking to pay for inducements provided to prospects and enrolled student-athletes during the COVID-19 recruiting dead period.

The head coach disagreed that he provided false or misleading information to the institution and enforcement staff by maintaining that he did not provide cash to the mothers of prospects 1 and 2.

As previously discussed, the head coach's denials of involvement in the violations are contrary to factual information in the record, which instead substantiates that the head coach provided cash payments to the mothers of prospects 1 and 2.

When the head coach, assistant coach 1, the recruiting director and recruiting assistant provided false or misleading information to the institution and enforcement staff, they violated the cooperative principle and acted unethically in contravention of Bylaws 10.1, 10.1-(c) and 19.2.3. As stated above, the COI has routinely concluded that individuals who provide false or misleading information during an investigation commit Level I violations of Bylaws 10 and 19. *See Missouri State, Georgia Tech (2019) and Mississippi (2017)*. Pursuant to Bylaw 19.1.1-(c) and (d), and consistent with these cases, the panel concludes that the post-separation unethical conduct violations are also Level I.

**C. HEAD COACH RESPONSIBILITY [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19 through 2020-21)]**

The head coach did not meet his legislated responsibility to promote an atmosphere of compliance due to his involvement in violations. Likewise, he failed to adequately monitor his staff, who committed hundreds of violations on his watch. The head coach disputed the violation. The panel concludes that a Level I violation occurred.

**1. NCAA legislation relating to head coach responsibility.**

Bylaw 11.1.1.1 establishes two affirmative duties for head coaches: (1) to promote an atmosphere of rules compliance and (2) to monitor individuals in their program who report to them. The bylaw presumes that head coaches are responsible for violations in their programs. Head coaches may rebut this presumption by demonstrating that they promoted an atmosphere of compliance and monitored their staff.<sup>40</sup>

**2. The head coach failed to rebut his presumed responsibility because he neither promoted an atmosphere of compliance nor monitored his staff.**

From September 2018 through January 2021, the head coach failed to meet his responsibility to promote an atmosphere of compliance and monitor his staff. He provided impermissible inducements and benefits in the form of cash to prospects, student-athletes and their family members. The head coach also failed to monitor his staff when at least a dozen of his staff

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<sup>40</sup> On January 1, 2023, revised head coach responsibility legislation went into effect under Bylaw 11.1.1.1. Under the revised legislation, a head coach "shall be held responsible for the head coach's actions and the actions of all institutional staff members who report, directly or indirectly, to the head coach." This is a significant shift from the "rebuttable presumption" afforded to head coaches under the previous Bylaw 11.1.1.1 legislation. Although the new Bylaw 11.1.1.1 is currently in effect, the applicable head coach responsibility legislation in a case has consistently corresponded with the timing of the underlying violations. Therefore, the head coach in this case still has a rebuttable presumption of responsibility because the underlying violations occurred prior to the effective date of the revised Bylaw 11.1.1.1.

members committed more than 200 violations of NCAA legislation over a two-year time period. The panel concludes that the head coach's conduct violated Bylaw 11 head coach responsibility legislation.

Throughout this case, the head coach presented various examples of his compliance efforts. In addition to his own characterization of his efforts, the head coach also provided documentation showing his interactions with compliance and how others viewed his efforts. These included the following: (1) his request for compliance to maintain a constant, physical presence in the football program; (2) notes taken by the assistant AD for football compliance detailing the head coach's efforts to promote compliance and monitor his staff at daily football staff meetings; (3) records of the head coach's calls to and from compliance from December 2017 and January 2021; and (4) statements from coaching staff members and compliance staff regarding the head coach's expectations and practices. As further detailed below, however, the head coach's compliance program differed tremendously on paper and in practice.

With respect to monitoring, the head coach specifically asserted that he asked his staff comprehensive and probing questions and actively looked for red flags. Further, he insisted that his "ask before acting" approach to compliance provided he and his staff the comfort and confidence to affirmatively ask questions during staff meetings and seek assurances about the permissibility of their conduct before acting. For these reasons, the head coach characterized his general efforts to promote compliance and monitor his staff as "laudable." However, he admitted that his monitoring efforts during the COVID-19 recruiting dead period failed to detect numerous violations, and he anticipated a head coach responsibility finding from the panel based on that limited failure. Unfortunately, the head coach's shortcomings were not limited to the COVID-19 dead period.

The head coach's identified monitoring failures are but one aspect of his head coach responsibility violation. To be clear, this was not a difficult decision nor a close call. While the panel recognizes the head coach's documented efforts, the violations demonstrated that, in practice, a troubling culture of noncompliance existed within the football program. During the head coach's tenure, he and other members of his staff acted with general and blatant disregard for rules compliance. The sheer number of violations only magnifies the panel's concerns, which fall into three general areas: (1) the head coach's personal involvement in the violations; (2) the head coach's failure to establish a program that prioritized immediate reporting of actual and potential issues to the compliance staff; and (3) the head coach's failure to conduct adequate follow up in instances where red flags were identified and/or his failure to detect other red flags.

As it relates to the first area, the head coach knowingly provided cash to prospects, student-athletes and their family members during the 2018-19 through 2019-20 academic years. The head coach admitted to some of the cash payments—which were limited to those involving lower dollar amounts and purported humanitarian efforts—and the panel concluded that the facts substantiated others. He was also involved in arranging for prospect 12 to receive impermissible inducements. For the violations he admitted to, the head coach attempted to rebut the presumption of responsibility by arguing that he knew his actions were impermissible, but mitigating

circumstances existed because they were motivated by humanitarian reasons. The panel disagrees and is troubled by the head coach's selective admissions, which appear to be a calculated attempt to diminish the severity and scope of his actions.

The head coach knew that providing cash to prospects, student-athletes and/or their families violated fundamental NCAA legislation. Despite this, he failed to proactively consult compliance regarding the permissibility of his actions and did not report any of the violations to compliance after they occurred. He maintained throughout the case that the actions of involved individuals were intended to thwart the discovery of violations. But he adopted the same practice with respect to his own conduct. By providing cash and arranging for a prospect to receive impermissible inducements, the head coach's actions fell well short of his responsibility to promote an atmosphere of compliance. His conduct also defied the compliance expectations he allegedly established for his program. The head coach's willingness to engage in violations further demonstrates that the culture of noncompliance began at the top and undermines his self-proclaimed "laudable" compliance efforts.

Second, the head coach failed to establish a program that prioritized immediate reporting of potential and actual issues. Specifically, the head coach claimed that he had a clear chain of command in place for following-up on potential NCAA questions, concerns or violations. He likewise insisted that his staff was aware of and understood his reporting plan and expectations. The panel, however, is not persuaded by the head coach's arguments.

Over a two-year period, the football program carried out a scheme to provide prospects with impermissible paid visits. This scheme involved at least a dozen football staff members, and the violations included the provision of at least 110 impermissible hotel room nights, 180 impermissible meals, 72 instances of providing impermissible entertainment or miscellaneous benefits on visits, 41 impermissible contacts, 37 instances of providing impermissible game-day parking, and 14 times where impermissible gear was provided. Stated simply, there were at least 12 people who had hundreds of opportunities to report actual violations. Depending on the timing of their report, it might have reduced the number of violations at issue in this case. More importantly, a self-report would have demonstrated a clear understanding of the head coach's expectations for compliance and reporting. Instead, the football staff continued to look the other way and permitted violations to go unreported—or actively participated in the wrongful conduct—because it provided the program with a significant recruiting advantage and secured the commitment of several highly regarded prospects. Simultaneously, the head coach committed violations that he failed to report. As such, he not only failed to abide by his established standard of reporting violations, but he also failed to comply with his standard of asking before acting—particularly related to his "humanitarian" cash payments.

Further, and more troubling, at least one staff member—the recruiting director—stated that she failed to report violations because she feared retaliation, serious backlash and even blackmail. More specifically, the recruiting director felt uncomfortable bringing forward potential violations because she worried about being considered difficult to work with or not being able to work through hardships. She stated that reporting violations could tarnish her reputation and impact her

ability to seek employment moving forward. For these reasons, the recruiting director told the panel that the price of reporting the violations was too high. The pressure felt by the recruiting director spotlights the toxic culture that existed under the head coach's leadership.

While the panel cannot conclude with certainty that others shared the recruiting director's sentiments, it is reasonable to conclude that others did not feel comfortable bringing compliance-related concerns to the head coach because it simply did not occur. The fact that the violations in this case were reported by an athletics staff member to the chancellor's office undercuts the head coach's assertion that his expectations of reporting violations to compliance were clear. Rather, the football staff's inaction shows a disconnect between the head coach's stated reporting expectations on paper and in practice. That disconnect emboldened staff members to commit extensive rules violations.

Finally, the head coach claimed that he identified red flags, pointing to two specific instances related to prospect 13's and prospect 1's mothers. When questioned by the panel about red flags, it is remarkable that the head coach could only point to two instances given the scope and scale of misconduct in his program. Of equal concern is the head coach's failure to consult compliance about those instances. Instead, the head coach relied on the recruiting director's representation that she cleared the conduct with compliance. By failing to conduct adequate follow-up, the head coach prevented compliance from discovering the violations. He also contradicted his representation that he led by example in immediately reporting red flags to compliance. The record does not support any instances in which the head coach did so.

The COI regularly concludes that head coaches fail to meet their responsibilities under Bylaw 11.1.1.1 when they are personally involved in violations and when they cannot demonstrate they promoted an atmosphere of compliance and monitored their staffs. *See Auburn* (concluding that a Level I head coach responsibility violation occurred when the head men's basketball coach failed to promote an atmosphere for compliance and failed to monitor an associate head coach who committed inducement and benefit violations); *Missouri State* (concluding the head women's volleyball coach violated Bylaw 11.1.1.1 when she personally committed Level I violations and failed to monitor her staff who engaged in benefit, inducement and countable athletically related activity (CARA) violations); and *Mississippi* (2017) (concluding that a Level I head coach responsibility violation occurred when the head football coach failed to monitor the interactions of his staff with prospects, both on- and off-campus, and boosters). Like the coaches in these cases, the head coach failed to rebut his presumed responsibility because of his personal involvement in violations and failure to monitor his staff. Accordingly, and pursuant to Bylaw 19.1.1-(e), this violation is Level I for the head coach and Tennessee.

As a reminder, head coach responsibility violations are rooted in the presumption that head coaches are responsible for everything that happens in their programs. Head coaches can, and in limited circumstances, have rebutted the presumption by identifying red flags and taking action to prevent violations from occurring (*e.g.*, by consulting compliance before acting). *See Pacific* (concluding that the head baseball coach rebutted the presumption when the underlying benefits violation resulted from a legitimate misunderstanding between the coach and an associate athletics director,



and the coach followed proper procedures by seeking the associate athletics director's input and approval before acting); *see also Wichita State University* (2015).

Here, unlike those cases, the head coach intentionally violated well-known NCAA legislation. He also failed to monitor his staff, who operated for years with no regard for rules compliance. In an attempt to diminish his responsibility, the head coach relied on his words and documentation as evidence of his commitment to compliance. The panel, however, cannot reconcile the head coach's action and, in some cases, inaction with his assertion that he promoted an atmosphere of compliance and monitored his staff. The panel does not make a determination as to the head coach's degree of involvement in the violations committed by his staff. But in many ways, it is immaterial to whether a head coach responsibility violation occurred. The head coach was either (1) unaware of the conduct due to inadequate monitoring, (2) aware of the conduct but failed to appropriately address it, or (3) actively involved in the conduct. In any event, his failures contributed to the systemic violations within his program, which cut against the core principles of the collegiate model.

**D. FAILURE TO MONITOR [NCAA Division I Manual Constitution 2.8.1 (2018-19 through 2020-21)]**

Tennessee failed to adequately monitor its football program for a period of more than two years. During this time, and despite a strong compliance program that adhered to industry standards, more than 200 separate recruiting violations occurred. The violations involved at least a dozen football staff members, were carried out intentionally, and were symptomatic of a deeply troubling culture of noncompliance within the football program. Tennessee disagreed that it failed to monitor the football program. The panel concludes the violation occurred, and it is Level I.

**1. NCAA legislation relating to the responsibility to monitor.**

Article 2 of the NCAA Constitution sets forth core principles for institutions conducting intercollegiate athletics programs. Constitution 2.8.1 requires an institution to abide by all rules and regulations, monitor compliance and report instances of noncompliance.

**2. Tennessee failed to adequately monitor its football program, allowing a culture of noncompliance to flourish and more than 200 violations to occur during a period of two years.**

From September 2018 through November 2020, Tennessee failed to monitor its football program. The failure was not one of negligence, process, or education—rather, it was a systemic cultural failure that did not deter or detect violations. As such, Tennessee failed to meet its monitoring responsibilities pursuant to Constitution 2.8.1.

Tennessee argued that it met its obligation to monitor under Constitution 2.8.1 because: (1) it had strong policies and monitoring practices in place related to recruiting visits; (2) it provided thorough and consistent rules education and training; (3) it met all applicable industry standards,

including NAAC Reasonable Standards; and (4) compliance staff members were visible and accessible to the football program and maintained a presence among the football staff and at football games and events. The institution also emphasized that the individuals who committed violations went to great lengths to conceal their conduct from the compliance office.

The panel agrees with each of these statements. The institution ran a strong compliance program and committed adequate resources to it. The panel cannot point to a specific deficiency in the program—such as the absence of a policy or procedure, a failure to recognize red flags or conduct appropriate follow-up—that could have led or contributed to the proliferation of violations in the Tennessee football program.

*Yet over 200 separate violations occurred in just one sport program in a little over two years.*

As this case illustrates, a compliance program can do everything by the book and still not be effective in deterring and detecting violations. Tennessee argued that it did not detect these violations due to the concerted effort of football staff to conceal them. The panel acknowledges that the individuals who committed these violations were diligent in their efforts to hide them. The panel also notes that the circumstances of the COVID-19 pandemic, during which the athletics department operated remotely for several months, created greater opportunity for wrongdoers to evade detection. But these circumstances do not account for the compliance program's lack of effectiveness in deterring the violations in the first instance. That is attributable to a larger, more systemic problem.

The failure at Tennessee was cultural. It was a failure of all stakeholders to embrace the shared responsibility of monitoring and compliance and to create a culture where that responsibility was prioritized and rewarded. This cannot simply be the responsibility of the compliance staff. Institutional leadership, athletics leadership, coaching staff, recruiting staff—all must buy into the shared goal and meet their obligation to promote compliance.

This did not happen at Tennessee. Although administrative leadership at every level established and communicated compliance expectations for their staffs, those expectations were entirely disregarded by the football program. The culture of the football program was such that staff members felt they could break the rules with impunity. Not only did football staff members put their own careers at risk by violating fundamental NCAA legislation, but they also jeopardized the eligibility of numerous prospects and enrolled student-athletes and even involved the prospects' and student-athletes' family members in the violations. To the extent that many of the violations in this case took place during the COVID-19 recruiting dead period, the staff's actions also threatened the health and safety of all involved and created a competitive advantage over other institutions that complied with the dead period restrictions. Simply put, the conduct in this case was entirely antithetical to the Collegiate Model.

Of particular concern to the panel was the culture of non-reporting that existed within the program. In addition to the football staff, the violations involved 29 prospects, 39 prospect family members or friends, 10 student-athletes, three student-athlete family members, nine individuals associated

with the prospects, and three boosters. Not *one* of these individuals reported a violation. And the athletics department staff member who ultimately reported the violations went to the *chancellor's* office rather than going to the compliance office or otherwise reporting it within the athletics department. Additionally, as previously noted, the recruiting director expressed concerns around reporting, stating that she feared retaliation or other negative career outcomes if she reported her own or others' violations.

Effective monitoring includes creating an atmosphere where individuals feel comfortable asking questions and reporting concerns. While adherence to industry standards and best practices is undoubtedly important in operating a compliance program, it is not a safe harbor.<sup>41</sup> Monitoring is about more than that, and it is bigger than just the compliance office. In light of the culture of noncompliance that existed within the football program and the failure of Tennessee's monitoring efforts to deter or detect the violations in this case, the panel concludes that a violation of Constitution 2.8.1 occurred.

Although failure to monitor violations are presumed Level II, Bylaw 19.1.2 establishes that they may be deemed Level I if the failure is substantial or egregious. The number of violations that occurred in this case, their egregious nature, and the intentionality with which they were committed all support a Level I failure to monitor violation. Although few prior cases match this one in scope or scale, the COI previously concluded in *Mississippi* (2017) that the institution committed Level I failure to monitor *and* institutional control violations where a culture of noncompliance existed in the football program, leading to rampant recruiting violations within the program for a period of more than five years.<sup>42</sup> As in that case, the panel concludes that a failure to monitor violation occurred here, and it is Level I.

## V. VIOLATIONS NOT DEMONSTRATED

The NOA alleged two additional violations that were subparts of the recruiting violations addressed above: (1) the head coach violated Bylaw 13 recruiting legislation and the COVID-19 dead period restrictions when he hosted a social gathering for two prospects' high school coaches; and (2) assistant coach 3 violated Bylaw 13 recruiting legislation when he instructed the recruiting director and personnel director to treat prospect 11's unofficial visit as an official visit to the institution. Both allegations were presented as Level I. The head coach disputed that the social gathering constituted a violation, but argued that if a violation did occur, it was Level III. Similarly, assistant coach 3 denied that he directed football staff members to provide prospect 11

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<sup>41</sup> In written materials and at the hearing, Tennessee frequently referenced its adherence to the NAAC Reasonable Standards. Although helpful in setting guidelines for compliance administrators, the COI has never endorsed or embraced NAAC Reasonable Standards as a measurement to determine whether violations occurred.

<sup>42</sup> Candidly, this case shares striking similarities to *Mississippi* (2017). At the infractions hearing, the panel probed whether the extent of the rampant violations could demonstrate a failure to monitor *and* lack of institutional control violation. At the hearing, the enforcement staff indicated it was a close call and stated that it considered charging a lack of institutional control. Although a lack of institutional control violation may more broadly align with the culture of noncompliance in the football program, it does not make a failure to monitor violation any less appropriate.

with impermissible inducements. The panel concludes that the facts do not support that either of these violations occurred.

As previously discussed, Bylaw 13.8.1 sets limits on how institutional staff may entertain a prospect's high school coach. Specifically, the bylaw prohibits the provision of food or refreshments to the high school coach and states that an institutional coaching staff member may not spend funds to entertain the high school coach on- or off-campus. With respect to the COVID-19 recruiting dead period restrictions, Bylaw 13.02.5.5 defines a "dead period" as a period of time when it is not permissible to make in-person recruiting contacts on- or off-campus or to permit official or unofficial visits by prospects. Finally, Bylaw 13.2.1 prohibits an institutional staff member from having direct or indirect involvement in arranging, providing or offering benefits to prospects and/or their family members.

The head coach did not violate Bylaw 13.8.1 or COVID-19 dead period restrictions when he hosted a social gathering for the two high school coaches at his home. With respect to Bylaw 13.8.1, the facts do not demonstrate that the head coach provided food or refreshments to the high school coaches. Although beverages were available in the refrigerator, there is nothing in the record to suggest that either of the high school coaches had a beverage or that the head coach (or his wife) purchased the beverages specifically for this gathering. As it relates to food, the enforcement staff relied on the text message sent by the head coach's wife asking her husband if she should order food. However, the head coach never responded to this message, and several attendees reported that no food was provided. The head coach's conduct did not violate Bylaw 13.8.1.

Nor did this gathering violate the COVID-19 dead period—at least, not as it existed at that time. The general dead period and contact legislation (Bylaws 13.02.5.5 and 13.02.4) prohibits in-person dead period contact between an institutional staff member and a prospect or a member of the prospect's family. The legislation does not reference high school coaches or other individuals associated with prospects. Likewise, the COVID-19 Q&A did not identify any restrictions on in-person contact with high school coaches at the time this gathering occurred in July 2020. Several months later, in December 2020, a revised version of the COVID-19 Q&A specified that such contact was prohibited. Given the health-and-safety objectives of the dead period, common sense perhaps should have suggested that in-person contact with high school coaches would be inadvisable even in July 2020. However, it was not expressly prohibited at that time. Thus, the panel does not conclude that a violation occurred.

With respect to assistant coach 3's alleged involvement in arranging prospect 11's October 2019 unofficial visit, the record likewise fails to demonstrate that a violation occurred. It is undisputed that the recruiting director arranged and paid for hotel lodging and the personnel director arranged and paid for transportation and meals in conjunction with the prospect's visit. Thus, the question for the panel was whether a text message from assistant coach 3 to the recruiting director and another staff member stating that "[prospect 11's] visit should be treated as a [sic] official visit" constituted a directive to his subordinates to provide the prospect with impermissible inducements in violation of Bylaw 13.2.1.

Assistant coach 3 maintained in his response and at the infractions hearing that he did not direct the recruiting director and other staff members to provide inducements to prospect 11. Rather, he claimed that his text message was “coach speak” intended to convey that the football program should maximize the prospect’s visit to make sure he learned about Tennessee as an institution—*i.e.*, from the perspective of academics, facilities, on-campus housing, etc. Assistant coach 3 asserted that he believed the recruiting director understood his intention because she never expressed any concern. Finally, he insisted that the recruiting director proceeded on her own initiative to coordinate impermissible inducements with other football staff members.

At the infractions hearing, the panel questioned the recruiting director about her understanding of assistant coach 3’s text message. The recruiting director stated that assistant coach 3’s text is common terminology in the industry. She also maintained that she understood that the visit should be unfunded but that she should keep prospect 11 with other high-tiered prospects visiting campus so they would have a similar experience.<sup>43</sup> Thus, the panel concludes the text message was not a directive to provide inducements to prospect 11, and assistant coach 3 did not violate Bylaw 13.2.1.

Although the panel was unable to conclude that assistant coach 3’s conduct constituted a violation, these facts present a cautionary tale to the membership about the importance of clear communication. The panel is not naïve to the fact that the experience a prospect has on their visit—unofficial or official—could have a significant impact on the school they choose. Telling staff to treat unofficial visits like official visits without further context could come with unintended consequences such as those present here.

## **VI. CLASSIFICATION AND PENALTIES**

### **A. Classification**

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involved Level I violations of NCAA legislation. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model and provide or are intended to provide substantial or extensive advantages or benefits.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 (2021-22 Division I Manual) to determine the appropriate classifications for the parties. The panel notes that in fall 2023, as part of the NCAA Division I Transformation Committee recommendations, the membership adopted a series of infractions process reforms, including changes to the aggravating and mitigating factors available under Bylaw 19. The revised factors, which were initiated and proposed by the COI, went into effect on January 1, 2023. Although Tennessee urged the panel to apply the newly revised factors to this

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<sup>43</sup> The panel distinguishes the head coach’s directive to the analyst from assistant coach 3’s text to the recruiting director because the analyst’s initial understanding of giving the prospect 12 the “proverbial official visit treatment” changed after an unidentified staff member gave him cash to put a deposit down on prospect 12 and his parents’ hotel room.

case, the effective date of the legislation precludes their application to cases submitted to the COI prior to January 1, 2023. Thus, the panel applied the factors set forth in the 2021-22 Division I Manual, which was the governing legislation at the time the enforcement staff issued the NOA on July 22, 2022. The COI applied the same approach in recently decided cases such as *Air Force* and *University of Memphis* (2023). The panel did, however, consider the revised factors when assessing weight of the factors under the previous legislation.

The panel determined that the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level I-Standard for Tennessee; Level I-Standard for assistant coach 3; and Level I-Aggravated for the head coach; director of recruiting and assistant director of recruiting.

### **Aggravating Factors for Tennessee**

- 19.9.3-(a): Multiple Level I violations by the institution;
- 19.9.3-(b): A history of Level I, Level II or major violations by the institution;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect;
- 19.9.3-(k): A pattern of noncompliance within the program; and
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws.

For Tennessee, the enforcement staff identified the six aggravating factors listed above, as well as a seventh factor, Bylaw 19.9.3-(o), *Other facts warranting a higher penalty range*. Tennessee agreed with the application of Bylaws 19.9.3-(a), (h), (i), (k) and (m), but argued that Bylaw 19.9.3-(b) should be given little to no weight and Bylaw 19.9.3-(o) should not apply. The panel applies Bylaw 19.9.3-(b) with minimal weight and declines to apply Bylaw 19.9.3-(o) to the institution. The panel applies the remaining six factors identified by the enforcement staff with normal weight.

With respect to Bylaw 19.9.3-(b), *A history of Level I, Level II or major violations by the institution*, the COI has routinely applied this factor any time an institution has an infractions history. But it has assigned less weight to the factor when significant time has passed since the institution's most recent case and/or when cases are substantively different. *See LSU* (assigning the factor minimal weight where the institution's most recent past case involved violations in the same program but occurred 11 years prior) and *University of Washington* (2020) (assigning minimal weight to the factor because the institution's most recent case was 15 years prior and involved different circumstances). Tennessee's last case, like this one, involved recruiting violations in the football program. However, those violations were significantly more limited in scope, and the case occurred nearly 11 years ago. Thus, the panel applies Bylaw 19.9.3-(b) but affords it minimal weight.<sup>44</sup>

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<sup>44</sup> The panel also notes that Bylaw 19.9.3-(b) has been repealed under the new post-January 1 legislation. The factor was replaced by repeat violator legislation, which permits the COI to depart upward from the Figure 19-1 penalty ranges if a violation occurs

The panel declines to apply Bylaw 19.9.3-(o), *Other facts warranting a higher penalty range*. The enforcement staff identified this factor because violations in this case occurred during the COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospects. In two recent cases, however, the COI has declined to apply the factor to institutions that took appropriate, good-faith measures intended to prevent violations during the COVID-19 recruiting dead period. *See CSUN* (determining the factor did not apply because the institution took reasonable steps to comply with the dead period and promote health and safety on its campus) and *LSU* (determining the factor did not apply where the institution took significant, targeted steps ahead of a prospect-led visit to educate the football staff and deter violations during the visit). Like the institutions in these cases, Tennessee took appropriate measures to prevent violations of the dead period restrictions, including providing regular rules education to athletics staff, immediately updating staff as the NCAA COVID Q&A changed and promptly responding to questions regarding the dead period restrictions. Thus, the panel declines to apply the factor to Tennessee.

### **Mitigating Factors for Tennessee**

19.9.4-(b): Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;

19.9.4-(c): Affirmative steps to expedite final resolution of the matter;

19.9.4-(d): An established history of self-reporting Level III or secondary violations;<sup>45</sup> and

19.9.4-(f): Exemplary cooperation.

Tennessee and the enforcement staff agreed on the application of these four mitigating factors. The panel determines that all four factors apply and affords significant weight to Bylaws 19.9.4-(b) and (f). The institution also proposed three additional mitigating factors: Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violations*; Bylaw 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*; and Bylaw 19.9.4-(i), *Other facts warranting a lower penalty range*. The panel determines that none of the institution's proposed factors apply.

First, with respect to the agreed-upon mitigating factors, the panel applies significant weight to Bylaws 19.9.4-(b) and (f) due to the extraordinary actions of the institution upon discovering the violations in this case. Under the strong leadership of its chancellor, Tennessee acted swiftly, thoroughly and decisively. The institution immediately retained outside counsel and began an investigation, notified the enforcement staff of the need for further inquiry, and imposed significant corrective measures just a few months into the investigation. This included terminating several coaches—including the head coach—and other non-coaching football staff members. Tennessee also implemented scholarship reductions and recruiting restrictions for the following season.

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within five years of the starting date of a Level I or II penalty stemming from a previous Level I or II case. *See* Bylaws 19.12.5.1 and 19.5.12.2 (2022-23 Division I Manual). Tennessee would not qualify as a repeat violator under this legislation. These circumstances likewise support the panel's application of minimal weight to Bylaw 19.9.3-(b).

<sup>45</sup> Tennessee self-reported 46 Level III violations during the previous five years, an average of 9 violations per year.

Additionally, some of the most critical information in this case was uncovered during the early stages of Tennessee's investigation, prior to the enforcement staff's involvement. Three weeks after the initial information was reported to the chancellor's office, the institution confiscated and imaged the cell phones of several football staff members, thus preserving critical phone and text records that supported violations. Furthermore, the compliance director personally visited local hotels, restaurants and other businesses to obtain access to receipts and surveillance footage and then spent hours in isolation reviewing that footage. As the investigation progressed, the institution conducted over 100 interviews and reviewed roughly 200,000 pages of text messages.

After Tennessee provided the enforcement staff with its investigative report in the fall of 2021, the institution continued to work collaboratively and cooperatively with the enforcement staff. This included participating in additional interviews, providing further documents and information as requested by the staff, and securing the cooperation of individuals such as boosters and high school coaches who are not obligated under NCAA bylaws to participate in the infractions process.

In identifying Bylaw 19.9.4-(f) as a mitigating factor for the institution, the enforcement staff stated that the fully-formed record in this case would not have been possible without the institution's significant efforts to secure and develop information. Tennessee's efforts were exemplary by any standard, and the panel therefore affords significant weight to Bylaws 19.9.4-(b) and (f). Absent this weight, the case likely would have been classified as Level I-Aggravated.

The panel does not, however, apply Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violations*. Tennessee argued the factor should apply because the institution discovered the COVID-19 recruiting dead period violations approximately four months after they began, immediately undertook an investigation and self-reported initial findings to the enforcement staff less than one month later. Although this is true with respect to the COVID-related violations, the institution's investigation led to the discovery of numerous *other* violations dating as far back as September 2018. In past cases, the COI has determined Bylaw 19.9.4-(a) did not apply when violations were not promptly self-detected, even if they were promptly reported once discovered. See *University of Missouri, Columbia* (2019) (declining to apply the factor where violations occurred for over a year before the institution became aware of the conduct and self-reported it) and *UCSB* (declining to apply the factor where violations occurred for two years before the institution became aware of them and reported them to the enforcement staff). By Tennessee's own admission, it is not clear that the practices utilized by the football program did not originate prior to 2018. The institution simply did not look.

Notwithstanding these cases, the panel acknowledges that the COI has also applied the factor to institutions that discovered additional older violations while investigating violations that were promptly self-detected and self-disclosed. See *University of Oregon* (2018) (applying the factor where the institution discovered and self-reported violations in 2016 and, during the course of its investigation, discovered additional violations dating back to 2013). Here, however, the number of violations that occurred between September 2018 and the 2020 COVID-19 recruiting dead



period was so substantial that the institution *should* have detected them sooner. Thus, the panel does not award mitigation for prompt self-detection of the violations in this case.<sup>46</sup>

The panel also declines to apply Bylaw 19.9.4-(e), *Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards*. In advocating for this factor, Tennessee asserted that its considerable investment and efforts regarding compliance should not be negated because of the intentional misconduct of the individuals involved in this case. Although Tennessee's compliance efforts were indeed significant, they were not ultimately effective in preventing multiple members of the football program from committing hundreds of intentional and blatant violations of fundamental NCAA legislation.

Additionally, the second half of Bylaw 19.9.4-(e) specifically requires that institutions implement systems that ensure satisfaction of coaches' control standards. However, the head coach was directly involved in violations and failed to promote an atmosphere of compliance within the football program. Tennessee agreed that a head coach responsibility violation occurred and that three assistant coaches were also personally involved in violations. The conduct of the football coaches weighs against application of this factor.

Finally, the panel does not apply Tennessee's third proposed mitigating factor, Bylaw 19.9.4-(i), *Other facts warranting a lower penalty range*. Tennessee argued that the factor should apply in recognition of the institution's extraordinary efforts to investigate, report and process this case. The panel acknowledges and applauds those efforts, but they have already been recognized through the panel's application and weighing of Bylaws 19.9.4-(b) and (f). In past cases, the COI has declined to apply this factor when an institution's proactive investigative efforts were already accounted for through the application of other mitigating factors. *See The Ohio State University (2022)* (declining to apply the factor where the institution's investigative efforts had already been credited by affording it exemplary cooperation) and *University of Southern California (2021)* (declining to apply the factor where the institution's immediate and ongoing response to the conduct better aligned with Bylaw 19.9.4-(b)). As in these cases, the panel determines the factor does not apply here.

### **Aggravating Factors for the Head Coach**

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

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<sup>46</sup> The enforcement staff also opposed the application of this factor because it did not believe the violations were promptly self-disclosed. Specifically, the enforcement staff pointed to the three-month gap between the completion of the institution's investigative report in August 2021 and its provision to the enforcement staff in November 2021. At the hearing, however, the enforcement staff acknowledged that prior to receiving the written report in November 2021, counsel for the institution met with enforcement staff members in Indianapolis and essentially provided an in-camera review of the report, during which the enforcement staff took extensive notes. Thus, the panel does not agree that the institution failed to promptly self-disclose the violations.

- 19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;
- 19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;
- 19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect;
- 19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws; and
- 19.9.3-(o): Other facts warranting a higher penalty range.

The enforcement staff identified seven aggravating factors for the head coach. He disputed the application of five aggravating factors: Bylaws 19.9.3-(a), (e), (f), (i) and (m). However, the head coach supported the panel assigning minimal weight to the remaining two factors, Bylaws 19.9.3-(h) and (o). The panel determines that all seven factors apply and affords them all normal weight.

Bylaw 19.9.3-(a), *Multiple Level I violations by the involved individual*, applies because the panel concluded that the head coach committed multiple Level I violations. The head coach argued, however, that the factor should not apply because the record cannot demonstrate his involvement in: (1) the knowing provision of \$3,000 in cash to prospect 2's mother, \$6,000 in cash to prospect 1's mother and \$400 in cash to prospect 9; and (2) directing the analyst to treat prospect 12's visit as an official visit. He likewise asserted that his admitted cash provisions were Level III. Finally, the head coach anticipated a head coach responsibility finding, but for the aforementioned reasons maintained that multiple Level I violations did not occur. Notwithstanding these arguments, the record substantiates that in addition to his head coach responsibility violation, the head coach committed multiple Level I violations.

The COI has consistently determined that Bylaw 19.9.3-(a) applies where an individual is responsible for more than one Level I violation. *See Auburn* (applying Bylaw 19.9.3-(a) where the associate head basketball coach committed multiple Level I violations) and *Oklahoma State University* (2020) (same). Here, the head coach is responsible for multiple Level I violations. Despite his assertions to the contrary, the panel concluded that his provision of cash to student-athlete 1, prospect 9 and the mothers of prospects 1 and 2, as well as his involvement in arranging for prospect 12 to receive inducements on his unofficial visits each amounted to Level I violations. Therefore, the panel determines Bylaw 19.9.3-(a) applies and affords it normal weight.

With respect to Bylaw 19.9.3-(e), the head coach asserted that the factor should not apply because he did not knowingly engage in any unethical conduct. However, the panel concluded that the head coach violated NCAA principles of ethical conduct when he knowingly provided inducements to prospects, benefits to student-athletes and provided false or misleading information to the institution and enforcement staff regarding his involvement in certain violations. Even if the panel only considered the head coach's admitted violations, he knowingly provided cash payments to prospects, student-athletes and their family members. This conduct establishes clear unethical conduct violations and supports application of this factor. The additional and more egregious violations concluded by the panel only provide additional support.

The COI has consistently applied Bylaw 19.9.3-(e) to involved individuals who violate unethical conduct legislation. *See Auburn* (applying the factor to an associate head basketball coach who, among other things, provided impermissible recruiting inducements to a men's basketball prospect and his mother and knowingly arranged and/or provided impermissible benefits to two men's basketball student-athletes) and *Siena College* (2020) (determining the factor applied to the head men's basketball coach, who provided false or misleading information during an interview with the enforcement staff). As in these cases, the head coach's provision of inducements and benefits as well as his conduct during the investigation supports the application of this factor with normal weight.

The head coach also disputed the application of Bylaw 19.9.3-(f), *Violations were premeditated, deliberate or committed after substantial planning*, because his actions to provide cash to prospect 9, student-athlete 1 and prospect 2's mother were not premeditated or substantially planned. The facts, however, do not support the head coach's position. Similar to the analysis above, by the head coach's own admission, he was aware that even his self-proclaimed Level III violations were in direct contravention of NCAA legislation. Those payments were conscious and deliberate decisions to provide prospects, student-athletes and/or their families with cash despite his awareness that athletics and other campus support services could have been utilized. To make matters worse, the head coach also failed to report any of his admitted violations.

The COI has applied Bylaw 19.9.3-(f) where individuals knowingly engage in violations of NCAA legislation and those violations involved some degree of coordination. *See Akron* (applying the factor to an associate athletic director who provided cash loans from his personal bank account to student-athletes after learning the bursar's office would not provide advances on their scholarship monies) and *DePaul University* (2019) (applying the factor where the former associate head men's basketball coach knowingly violated recruiting legislation when he arranged for an assistant director of basketball operations to stay with a prospect in his home for two weeks in order to ensure the prospect completed coursework needed to gain eligibility). Thus, the panel determines that Bylaw 19.9.3-(f) applies to the head coach and assigns normal weight.

As it relates to Bylaw 19.9.3-(h), *Persons of authority condoned, participated in and negligently disregarded the violation or related wrongful conduct*, the head coach supported the panel applying this factor with minimal weight. The panel determines the factor applies because the head coach was a person of authority who personally engaged in violations. The COI regularly applies Bylaw 19.9.3-(h) when persons of authority, particularly coaches, are directly involved in violations, knew violations were occurring but did not act, or disregarded the potential for violations. *See Mercer* (determining the factor applied to an assistant coach who personally engaged in violations) and *UCSB* (applying Bylaw 19.9.3-(h) to the head track coach and the head men's water polo coach who were personally involved in violations). Thus, the panel applies the factor. The panel disagrees with the head coach that the factor should receive minimal weight. As the ultimate person of authority within the football program, the head coach's conduct is significant to the tone of compliance within the program. Here, the head coach failed to lead by example. Thus, the panel applies the factor with normal weight.

Bylaw 19.9.3-(i), *One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete*, applies because the head coach's conduct resulted in multiple student-athletes competing while ineligible, and each of those student-athletes were deemed ineligible until reinstatement or restitution was provided. The head coach disputed the application of this factor because he maintained the ineligibility caused by his admitted cash payments was insignificant. However, regardless of the value associated with the inducement or benefit, ineligibility is significant, particularly when student-athletes then compete while ineligible. Additionally, the head coach conveniently ignores the ineligibility resulting from the more sizable cash payments he provided to the mothers of prospect 1 and 2. Those prospects competed in 23 contests each—including a bowl game—and received actual and necessary expenses while ineligible.

The COI has routinely applied this factor to involved individuals when their violations directly resulted in a student-athlete's ineligibility. See *Missouri State* (applying the factor to the head coach, who was personally involved in, condoned and disregarded violations which resulted in significant ineligibility for 13 student-athletes over a three-year period) and *Mississippi* (2017) (applying the factor to a tutor, who completed coursework on behalf of student-athletes and rendered them ineligible). Thus, the factor applies with normal weight.

The head coach disputed the application of Bylaw 19.9.3-(m), *Intentional, willful or blatant disregard for NCAA constitution and bylaws*, because he claimed he did not intentionally violate NCAA bylaws. As the panel sees it, nothing could be further from the truth. The head coach admitted to knowing that his actions were contrary to NCAA legislation. That alone is sufficient to support application of this factor. Instead of seeking out permissible avenues of providing financial assistance to prospects, student-athletes and/or their families, the head coach intentionally and willfully violated certain bylaws. These violations involved the most fundamental rules that were obviously well known to the head coach. Additionally, the head coach committed further intentional violations when he provided false or misleading information to the enforcement staff. The COI has applied Bylaw 19.9.3-(m) to involved individuals when they knowingly violate ethical conduct legislation. See *Missouri State* (determining the factor applied to a head volleyball coach with more than 20 years of experience, who intentionally and willfully violated NCAA bylaws and did not uphold her duty to consult with compliance when she had questions) and *Georgia Tech* (2021) (determining the factor applied to a head women's basketball coach, who knowingly and willfully violated CARA and coaching limitation legislation). Thus, the panel determines that Bylaw 19.9.3-(m) applies to the head coach's conduct with normal weight.

Regarding the last aggravating factor, the enforcement staff identified Bylaw 19.9.3-(o), *Other facts warranting a higher penalty range*, because the violations occurred during the COVID-19 recruiting dead period. The COVID-19 recruiting dead period was implemented to help protect the health and safety of athletics staff, coaches, student-athletes and prospective student-athletes, and to ensure that institutions did not gain unfair recruiting advantages over other institutions. The head coach failed to comply with the dead period, therefore endangering the health and safety of prospects, student-athletes and their families. Additionally, the financial assistance he provided resulted in unfair and significant recruiting advantages over other institutions. The COI has

previously applied Bylaw 19.9.3-(o) to coaches who violated COVID-19 recruiting dead period restrictions. *See CSUN and LSU.*

### **Mitigating Factor for the Head Coach**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The parties agreed the head coach has never been involved in a previous Level I, Level II or major violation. This factor is applied any time a party has not had a prior infractions case. The panel applies the factor here with normal weight.

### **Aggravating Factors for Assistant Coach 3**

19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct; and

19.9.3-(o): Other facts warranting a higher penalty range.

Assistant coach 3 disputed the application of the three aggravating factors identified by the enforcement staff. The panel, however, determines that they apply and assigns them each normal weight.

With respect to Bylaw 19.9.3-(f), assistant coach 3 asserted that he did not substantially plan prospect 8's visit. The panel disagrees. Around the time of prospect 8's visit, he exchanged nearly 30 calls with prospect 8's high school coach and parents. He also frequently communicated with the recruiting director, including instructing her to create an itinerary, and assistant coach 1. His actions demonstrated substantial planning, and they set in motion a visit where football staff members provided prospect 8 with impermissible inducements. As discussed above, the COI has applied Bylaw 19.9.3-(f) where individuals knowingly and intentionally engaged in violations that involved some degree of coordination. *See Akron and DePaul.*

Regarding Bylaw 19.9.3-(h), assistant coach 3 held a position of authority within the football program. He was a person of authority in the eyes of the prospect, the prospect's parents and the recruiting staff. He engaged in numerous calls with the prospect and his family. Likewise, when the recruiting staff used his name in text messages, action commenced immediately. He clearly held a position of authority. The panel applies the factor with normal weight.

The panel determines that Bylaw 19.9.3-(o) applies because the violations occurred during the COVID-19 recruiting dead period. As previously stated, the dead period prohibited all in-person recruiting contact to protect people's health and safety. Assistant coach 3's actions disregarded the blanket prohibition and created an uneven playing field in favor of Tennessee. The COI has previously applied Bylaw 19.9.3-(o) to coaches whose recruiting contacts occurred during the recruiting dead period. *See LSU and CSUN.*

### **Mitigating Factor for the Assistant Coach 3**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

Assistant coach 3 agreed with the mitigating factor identified above and did not propose any additional mitigating factors for his conduct. The panel agrees that Bylaw 19.9.4-(h) applies and gives the factor normal weight.<sup>47</sup>

### **Aggravating Factors for the Recruiting Director**

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;

19.9.3-(i): One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospect;

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws; and

19.9.3-(o): Other facts warranting a higher penalty range.

The recruiting director did not dispute the application of any of the aggravating factors identified by the enforcement staff. Thus, the panel determines all seven factors apply and affords them normal weight.

### **Mitigating Factor for the Recruiting Director**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The recruiting director agreed with the mitigating factor identified above and did not propose any additional mitigating factors for her conduct. The panel agrees that Bylaw 19.9.4-(h) applies and gives the factor normal weight.

### **Aggravating Factors for the Assistant Recruiting Director**

19.9.3-(a): Multiple Level I violations by the involved individual;

19.9.3-(e): Unethical conduct, compromising the integrity of an investigation, failing to cooperate during an investigation or refusing to provide all relevant or requested information;

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<sup>47</sup> In classifying assistant coach 3's violations as Level I-Standard, the panel assessed the applicable aggravating and mitigating factors by weight and number. The panel also considered his more limited involvement in violations in comparison with the other involved individuals in this case.

19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning; and  
19.9.3-(o): Other facts warranting a higher penalty range.

The assistant recruiting director did not respond to the allegations or provide her position on the four aggravating factors identified by the enforcement staff. Pursuant to Bylaw 19.7.8.3.4, a party's failure to respond to the NOA may be viewed by the panel as an admission that the alleged violations occurred. Accordingly, the panel concludes that the violations occurred and the facts and circumstances surrounding those violations support the application of all four aggravating factors with normal weight.

### **Mitigating Factor for the Assistant Recruiting Director**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations by the involved individual.

The assistant recruiting director did not respond to the allegations or provide her position on the mitigating factor identified by the enforcement staff. However, because the assistant recruiting director has no prior conclusions of Level I, II or major violations, the panel applies the mitigating factor and gives it normal weight.

## **B. Penalties**

After reviewing aggravating and mitigating factors to classify the case, the panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 (2021-22 Division I Manual) to prescribe penalties.

Pursuant to Bylaw 19.9.6, the panel deviated from the membership-approved ranges for core penalties in two areas: postseason competition ban and financial penalty. The panel's decision to deviate is based on (1) recent guidance from the membership regarding penalties and (2) Tennessee's exemplary cooperation in this case. The deviation effectively replaces the required postseason competition ban with a significantly enhanced financial penalty that negates revenue Tennessee would otherwise receive in connection with postseason competition.

With respect to postseason competition, the Figure 19-1 penalty guidelines require a postseason competition ban of one to two years in a Level I-Standard case. The panel deviates downward by declining to prescribe a postseason competition ban for Tennessee. This is the first time the COI has declined to prescribe a postseason competition ban when one is required.<sup>48</sup> The panel's decision is significant, and it did not reach this decision lightly. The violations in this case are among the worst the COI has encountered in terms of scope, scale and intentionality. A case of

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<sup>48</sup> The panel acknowledges that the COI did not prescribe a postseason competition ban in *Weber State University* (2014). *Weber State* was the first contested case in which the penalty guidelines applied, and the COI deviated from the required ranges for most core penalties. Given the timing and context of that case, the COI did not strictly adhere to the required core penalties. Since that case, the COI has applied the core penalties consistent with the membership's expectations and does not view *Weber State* as binding precedent with respect to penalties.

this magnitude warrants a postseason competition ban, and the Figure 19-1 penalty guidelines require one. Indeed, the absence of a postseason competition ban led the panel to reject Tennessee’s attempts to resolve this case via negotiated resolution without a thorough exploration of the issues at a hearing.

However, this case came to the COI at a time of great change for the Association. Changes to the infractions process began roughly two years ago with the adoption of a new NCAA Constitution, which in relevant part states, “Divisional and, as appropriate, conference regulations must ensure to the greatest extent possible that penalties imposed for infractions do not punish programs or student-athletes not involved nor implicated in the infractions.” *See* NCAA Constitution 4-B-4 (effective Aug. 1, 2022). While the impact of penalties on programs and student-athletes not involved in the violations has always been part of the COI’s analysis, never before has the principle been memorialized in NCAA legislation.<sup>49</sup> Now, it is a fundamental tenet of the NCAA Constitution. This provision has served as a framework for the reviews—both completed and ongoing—of the infractions process and penalties by the Division I Transformation Committee and the Division I Board of Directors Infractions Process Committee.

Additional guidance came from the Board of Directors on April 26, 2023, shortly after the infractions hearing in this case. The Board endorsed a set of principles recommended by the Infractions Process Committee, which emphasized that the infractions process should incentivize and reward institutions that demonstrate exemplary cooperation and should reserve the postseason competition ban for Level I infractions cases that lack exemplary cooperation.

Although the IPC’s penalty review remains ongoing, no changes have been made to the Figure 19-1 penalty guidelines, placing the panel in a challenging set of circumstances. The panel viewed the new constitutional provision and the principles endorsed by the Board of Directors as relevant guidance in the context of this case. Thus, in assessing penalties, the panel considered the intersection of this guidance with the violations in this case and the institution’s cooperation. Although the violations are among the worst the COI has seen, the institutional response was among the best. As detailed elsewhere in this decision, Tennessee acted immediately and decisively to uncover the full extent of the violations, held wrongdoers accountable, and self-imposed meaningful corrective measures and penalties. Tennessee’s investigative efforts were responsible for a significant portion of the record in this case, and the institution’s cooperation with the enforcement staff exceeded membership standards and expectations.

Thus, in light of Tennessee’s exemplary cooperation, the panel declines to prescribe a postseason competition ban, which would impact a significant number of student-athletes who were not

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<sup>49</sup> In 2012, the Enforcement Working Group expressly recognized that “many institutional penalties have either a direct or indirect impact on student-athletes who may not have been involved in the violations,” with postseason competition bans having the most direct impact. *See* Final Report, NCAA Working Group on Collegiate Model – Enforcement (Oct. 2012) (“EWG Report”). Although the working group struggled with that dichotomy, it “ultimately concluded that protecting the interests of all member institutions by significantly penalizing those institutions that violate the NCAA Constitution and bylaws is paramount” and that postseason competition bans must be used in the infractions process. *See* EWG Report.



involved in violations.<sup>50</sup> In lieu of a postseason competition ban, and to redress the severe and sustained misconduct that occurred at Tennessee, the panel prescribes an enhanced financial penalty with three components: (1) a core fine of \$5,000 plus three percent of the football program budget, as contemplated by Figure 19-1; (2) a return of revenue associated with ineligible competition based on a methodology described in footnote 55 below, as contemplated by Figure 19-1; and (3) an additional \$8 million fine, which is equivalent to the anticipated loss of all postseason competition revenue sharing associated with the 2023 and 2024 seasons.<sup>51</sup> The third component of this financial penalty represents an upward deviation from the Figure 19-1 penalty ranges for a Level I-Standard case. At the infractions hearing, the institution supported an \$8 million fine as an appropriate substitute for the required postseason competition ban.

As previously stated, the panel encountered a perplexing set of circumstances related to prescribing penalties in this case. The current penalty guidelines and rationale associated with the adoption of those guidelines are at odds with the new NCAA Constitution and recent guidance provided by the Board of Directors. The status of the postseason competition ban penalty is unclear. The panel urges the Infractions Process Committee and the membership to clearly define its philosophy regarding penalties—which extends beyond postseason competition bans—and memorialize that philosophy in an updated set of penalty guidelines. The COI welcomes the opportunity to provide its perspective as those efforts proceed.

All penalties prescribed in this case are independent and supplemental to any action the NCAA Division I Committee on Academics has taken or may take through its assessment of postseason ineligibility, historical penalties or other penalties. In prescribing penalties, the panel considered Tennessee's cooperation in all parts of this case and determined it was consistent with the institution's obligation under Bylaw 19.2.3. The panel also considered Tennessee's corrective actions, which are contained in Appendix One. The panel prescribes the following penalties (self-imposed penalties are so noted):

### **Core Penalties for Level I-Standard Violations (Bylaw 19.9.5)<sup>52</sup>**

1. Probation: Five years of probation from July 14, 2023, through July 13, 2028.

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<sup>50</sup> Tennessee represented that only eight of the 122 student-athletes on its projected 2023 roster were involved in the violations in this case.

<sup>51</sup> Tennessee proposed the first and third components of this financial penalty. The institution did not, however, address or identify any financial penalty for ineligible postseason competition. The panel prescribes this component of the penalty under its authority pursuant to Bylaw 19.9.5.2.1 (2021-22 and 2022-23 Division I Manual) and Figure 19-1.

<sup>52</sup> The panel prescribes penalties proposed as part of Tennessee's March 15, 2023, negotiated resolution. On March 20, 2023, the institution submitted a supplemental NOA response in which it modified its position from the March 15 NR and proposed penalties consistent with a Level I-Mitigated case. Although the panel rejected the March 15 NR, it classified the case as Level I-Standard and prescribes penalties consistent with the Level I-Standard penalties proposed by the institution in the NR.

2. Postseason competition ban: None.<sup>53</sup>
  3. Financial penalty: Tennessee shall pay a financial penalty comprised of the following:
    - a. Pursuant to Bylaw 19.9.5.2 (2021-22 Division I Manual) and Figure 19-1, a core financial penalty of \$5,000 plus three percent of the budget for the football program.<sup>54</sup>
    - b. Pursuant to Bylaw 19.9.5.2.1 (2021-22 Division I Manual), Figure 19-1 and COI Internal Operating Procedure (IOP) 5-15-6-3, a fine equivalent to 50 percent of the gross payout received by the Southeastern Conference (SEC) as a result of Tennessee's participation in the 2020 TaxSlayer Gator Bowl, in which three ineligible Tennessee football student-athletes competed. No later than 14 days following the release of this decision, the institution shall submit the calculation of this amount, with written attestation by the conference commissioner, to the Office of the Committees on Infractions (OCOI).<sup>55</sup>
    - c. Pursuant to Bylaw 19.9.5.2.1 (2021-22 Division I Manual) and Figure 19-1, an additional fine of \$8 million, which is equivalent to the anticipated loss of all postseason competition revenue sharing associated with the 2023 and 2024 football seasons.
- The financial penalty shall be paid in a single installment no later than the deadline to submit the institution's preliminary compliance report in accordance with Penalty No. 12-(b).
4. Scholarship reductions: Tennessee shall reduce overall football grants-in-aid by a total of 28 during the term of probation. The reduction should include at least two scholarships in each year during the term of probation. Tennessee is credited with its self-imposed reduction of 12 overall football grants-in-aid for the 2021-22 academic year and four overall football grants-in-aid during the 2022-23 academic year. Tennessee shall have flexibility to determine when it will apply this credit during the term of probation.

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<sup>53</sup> For the reasons explained above, pursuant to Bylaw 19.9.6 (2021-22 Division I Manual), the panel declines to prescribe a postseason competition ban. In place of the required postseason competition ban, the panel prescribes an enhanced financial penalty associated with revenue sharing for the 2023 and 2024 postseason opportunities. *See* Penalty No. 3-(c).

<sup>54</sup> All components of the financial penalty shall be calculated and paid in accordance with COI IOP 5-15-6.

<sup>55</sup> Bylaw 19.9.5.2.1 (2021-22 Division I Manual) and COI IOP 5-15-6-3 require the COI to define a methodology for financial penalties based on participation in NCAA championship and other postseason contests in which an ineligible student-athlete competed. Consistent with the COI's approach to men's basketball and the value of a unit, the panel's starting point was the gross payout received by the SEC as a result of Tennessee's participation in the 2020 TaxSlayer Gator Bowl. In light of the magnitude of the other two components of the financial penalty in this case, the panel limits this component of the penalty to 50 percent of the gross payout. This does not preclude panels in future cases involving ineligible postseason competition from prescribing a financial penalty equivalent to the full gross payout amount.

5. Recruiting restrictions:

- a. Tennessee shall reduce official visits in the football program by a total of 36 during the term of probation. The reduction shall include at least four official visits in each year during the term of probation. As part of this penalty, the institution shall prohibit official visits in connection with 10 regular-season home football contests, four of which shall be versus SEC opponents. The institution is credited with its self-imposed reduction of seven official visits during the 2021-22 academic year (55 of a permissible maximum of 62) and any additional reduction in official visits and/or prohibition on official visits in connection with regular-season home football contests that it self-imposed during the 2022-23 academic year. The institution shall have flexibility to determine when it will apply this credit during the term of probation.
- b. Tennessee shall reduce unofficial visits in the football program by a total of 40 weeks during the term of probation. The restriction shall include at least six weeks in each year during the term of probation. As part of this penalty, the institution shall prohibit unofficial visits in connection with 10 regular-season home football contests, four of which shall be versus SEC opponents. The institution is credited with its self-imposed reduction on unofficial visits for six weeks during the fall of 2021, and its self-imposed prohibition on unofficial visits for regular-season home football contests on September 2, 2021, and September 1, 2022 (both non-SEC). The institution will also be credited with any additional reduction on unofficial visits and/or prohibition on unofficial visits in connection with regular-season home football contests that it self-imposed during the 2022-23 academic year. The institution shall have flexibility to determine when it will apply this credit during the term of probation.
- c. Tennessee shall restrict all recruiting communications in the football program for a total of 28 weeks during the term of probation. The restriction should include at least three weeks in each year during the term of probation. As part of this penalty, the institution shall prohibit recruiting communications during one week each in December and January and one week from March through June during each year of probation. The institution will be credited with any self-imposed prohibition on recruiting communications taken during the 2022-23 academic year. The institution shall have the flexibility to determine when it will apply this credit during the term of probation.
- d. Tennessee shall reduce evaluation days by a total of 120 days during the term of probation (28 fall days and 92 spring days). The institution is credited with its self-imposed reduction of 12 fall evaluation days in the fall of 2021 and eight spring evaluation days in the spring of 2022. The institution will also be credited with any additional reduction in evaluation days that it self-imposed during the 2022-23 academic year. The institution is given the flexibility to determine when it will apply this credit during the term of probation.

### **Core Penalties for Level I-Aggravated Violations (Bylaw 19.9.5)**

6. Show-cause order: The head coach engaged in unethical conduct when he knowingly violated fundamental NCAA recruiting and benefits legislation by providing cash payments to prospective and enrolled student-athletes and their families. As demonstrated by these violations—as well as the systemic and egregious violations that occurred in the football program for over two years under his tenure—the head coach failed to promote an atmosphere for compliance and monitor his staff. Additionally, the head coach violated principles of ethical conduct and failed to cooperate when he provided false or misleading information during his interview with the institution and enforcement staff. Therefore, the head coach shall be subject to a six-year show-cause order from July 14, 2023, through July 13, 2029. Pursuant to COI IOP 5-15-3, if the head coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the six-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Head coach restriction: The head coach violated Bylaw 11 head coach responsibility legislation when he failed to promote an atmosphere of compliance and monitor his staff. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should the head coach become employed in an athletically related position at an NCAA member institution during the six-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts the head coach from all athletically related activity, the suspension is subsumed within the show-cause order.<sup>56</sup>

The provisions of this suspension require that the head coach not be present in the facility where the contests are played and have no contact or communication with football coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of each contest and ends at 11:59 p.m. on those days. During that period, the head coach may not participate in any coaching activities including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record. Any employing institution may not utilize Bylaw 11.7.1.1.2 to replace the head coach during the period of suspension.

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<sup>56</sup> The head coach proposed a one-year show-cause order that would, among other things, restrict him from all on-campus recruiting activity and require his attendance at an NCAA Regional Rules seminar. He also proposed a suspension that would apply for the first three seasons following the expiration of his proposed show-cause order, and only in the event he was hired as a *head* coach by an NCAA member institution. Specifically, he proposed a suspension from 100 percent of contests in the first season, the first 80 percent of contests in the second season, and the first 50 percent of contests in the third season. While the panel appreciates the head coach's effort to propose a meaningful penalty, the panel determined it was not sufficient to address his violations and did not align with the applicable penalty ranges for his Level I-Aggravated classification.

Although each case is unique, the show-cause order and suspension are consistent with those prescribed in previous cases involving Level I-Aggravated head coach responsibility, unethical conduct, inducement and benefit violations. *See Youngstown State University* (2022) (prescribing a five-year show-cause order and 50 percent suspension for a head coach's Level I-Aggravated unethical conduct, academic misconduct, and head coach responsibility violations); *Missouri State* (prescribing a five-year show-cause order and 50 percent suspension for a head coach's Level I-Aggravated unethical conduct, inducement, benefit, CARA, coaching limitations and head coach responsibility violations); and *Pacific* (prescribing an eight-year show-cause order and 50 percent suspension for a head coach's Level I-Aggravated unethical conduct, inducement and head coach responsibility violations).

7. Show-cause order: The recruiting director violated core NCAA bylaws and requirements that are fundamental to the NCAA Collegiate Model and infractions process. She acted unethically when she knowingly provided impermissible recruiting inducements and benefits to prospects, student-athletes and their family members, knowingly provided false or misleading information to the institution and enforcement staff and instructed a prospect's mother to provide false and/or misleading information to the institution and enforcement staff. Therefore, the recruiting director shall be subject to a five-year show-cause order from July 14, 2023, through July 13, 2028. Pursuant to COI IOP 5-15-3, if the recruiting director seeks employment or affiliation with any athletically related position at an NCAA member institution during the five-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on all athletically related activity should not apply.

The five-year show-cause order is consistent with those prescribed in other Level I-Aggravated cases. *See East Tennessee State University* (2018) (prescribing a five-year show-cause order for a head coach who violated ethical conduct and head coach responsibility legislation). *See also Missouri State*.

8. Show-cause order: The assistant recruiting director acted unethically when she knowingly provided impermissible inducements and benefits to football prospects, enrolled student-athletes and their family members. She also failed to respond to the allegations or participate in the processing of this case. Therefore, the assistant recruiting director shall be subject to a ten-year show-cause order from July 14, 2023, through July 13, 2033. Pursuant to COI IOP 5-15-3, if the assistant recruiting director seeks employment or affiliation with any athletically related position at an NCAA member institution during the ten-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why restrictions on all athletically related activity should not apply.

Although each case is unique, the show-cause order is consistent with other recent cases where individuals engaged in Level I-Aggravated violations and failed to participate in the processing of a case. *See Ohio State* (prescribing a 10-year show-cause order to a head coach who engaged in unethical conduct, violated head coach responsibility legislation and failed to cooperate with the enforcement staff or participate in the processing of the case) and *Auburn* (prescribing a 10-

year show-cause order to a former associate head coach who participated in the SDNY bribery scheme and failed to participate in the processing of the case).

#### **Core Penalties for Level I-Standard Violations (Bylaw 19.9.5)**

9. Show-cause order: Assistant coach 3 arranged an impermissible visit for a prospect in violation of COVID-19 recruiting dead period restrictions. Therefore, assistant coach 3 shall be subject to a two-year show-cause order from July 14, 2023, through July 13, 2025. During the show-cause period, assistant coach 3 shall be prohibited from participating in all on- and off-campus recruiting activity. Pursuant to COI IOP 5-15-3-1, if assistant coach 3 seeks employment or affiliation with any athletically related position at an NCAA member institution during the two-year show-cause period, any employing institution shall be required to contact the OCOI to make arrangements to show cause why these recruiting restrictions should not apply. Any employing institution shall not utilize Bylaw 11.7.1.1.2 to replace assistant coach 3 during the period of the show-cause order.

Although each case is unique, the show-cause order is consistent with those prescribed in prior cases involving Level I-Standard violations. *See Akron* (prescribing a three-year show-cause order for an associate AD's Level I-Standard violations that consisted of providing impermissible benefits to nine football student-athletes); *Mississippi* (2017) (prescribing a two-year show-cause order for an assistant coach's Level I-Standard violations that included multiple recruiting violations, involvement in inducements and benefits and his failure to report known violations); and *University of South Florida* (2017) (prescribing a two-year show-cause order for the Level I-Standard violations of the assistant men's basketball coach who knowingly provided and arranged for multiple prospects to receive recruiting inducements and engaged in unethical conduct). In light of available guidance and consistent with the ranges established by Figure 19-1, the panel prescribes a two-year show-cause order.

#### **Additional Penalties for Level I-Standard Violations (Bylaw 19.9.7)**

10. Public reprimand and censure through the release of the public infractions decision.
11. Vacation of Team and Individual Records: Tennessee acknowledged that 16 football student-athletes competed while ineligible as a result of the impermissible inducements and/or benefits provided by the football program. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and COI IOP 5-15-7, Tennessee shall vacate all regular season and conference championship wins, records and participation in which ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. (Self-imposed). Further, if the ineligible student-athletes participated in postseason competition at any time they were ineligible, Tennessee'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, Tennessee's records regarding its football program, as well as the records of its head coach, shall reflect the vacated records and be

recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media, plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the institution's media relations 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 NCAA Media Coordination and Statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the NCAA Media Coordination and Statistics office. This 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.

12. During the period of probation, Tennessee 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.
- b. Submit a preliminary report to the OCOI by September 1, 2023, 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 May 31 during each year of probation. Particular emphasis shall be placed on rules education and monitoring in connection with unofficial visits.
- d. Inform prospects in the football program in writing that Tennessee is on probation for five 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 program and a direct, conspicuous link to the public infractions decision located on the athletic 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 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.

13. Disassociation: Tennessee disassociated booster 2 indefinitely at the outset of the 2021 football season. (Self-imposed.) Pursuant to Bylaw 19.9.7-(i), the disassociation shall include:
    - a. Refraining from accepting any assistance from booster 2 and their business interests that would aid in the recruitment of prospective student-athletes or the support of enrolled student-athletes;
    - b. Refusing financial assistance or contributions to the institution's athletics program from booster 2 or their business interests;
    - c. Ensuring that no athletics benefit or privilege is provided to booster 2 and their business interests, either directly or indirectly, that is not available to the general public; and
    - d. Taking such other actions that the institution determines to be within its authority to eliminate the involvement of booster 2 in the institution's athletics program.
  14. During the 2023-24 academic year, the institution shall forego the purchase of advertising in connection with all football postseason television broadcasts in which it is a participant. (Self-imposed.)
  15. During each year of probation, an external group shall conduct annual compliance reviews of the institution's football program, with an emphasis on recruiting operations. The reports of these annual reviews shall be included with annual compliance reports submitted to the OCOI. (Self-imposed.)
  16. During each year of probation, the institution shall host an annual, mandatory compliance seminar, with an emphasis on recruiting operations for all football personnel (including part-time and volunteer staff) that also includes one or more representatives from the NCAA National Office and/or SEC Office. (Self-imposed.)
  17. Following the receipt of the final compliance report and prior to the conclusion of probation, Tennessee's chancellor shall provide a letter to the COI affirming that Tennessee's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises Tennessee, the head coach, assistant coach 3, the recruiting director and assistant recruiting director that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor Tennessee 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 Tennessee does not comply or commits additional violations. Likewise, any action by Tennessee, the head coach, assistant coach 3, the recruiting director and the assistant recruiting director 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  
Tricia Turley Brandenburg  
Jody Conradt  
Cassandra Kirk  
Vince Nicastro  
Kay Norton, chief hearing officer  
Jill Redmond

**APPENDIX ONE**

**TENNESSEE’S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE  
NOTICE OF ALLEGATIONS**

1. On January 18, 2021, the institution terminated the employment of the football recruiting staff members cited in the underlying and derivative violations in this case.
2. On January 19, 2021, the institution terminated for cause the employment of the former head football coach and assistant coaches 1 and 2 and accepted the resignation of the then athletics director.
3. The University implemented a series of organizational changes to the Department of Athletics after learning of the violations, including personnel changes to the Director of Athletics, deputy athletics director, sport supervisor for the football program, and compliance staff embedded in the football program.
4. A letter of education and targeted rules education was provided to booster 2.
5. Letters of education were provided to local Knoxville businesses with direct contact information for the athletics compliance office.
6. The University created a new position in the Office of the General Counsel that will be embedded in the Department of Athletics and work exclusively on athletics and athletics compliance matters. This position will report directly to the University General Counsel.

**APPENDIX TWO**  
**Bylaw Citations**

**Division I 2018-19 Manual**

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**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.

**11.1.1.1 Responsibility of Head Coach.** An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members 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 a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their family members 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.

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

- (b) Gift of clothing or equipment;
- (e) Cash or like items;
- (g) Free or reduced-cost services, rentals or purchases of any type.

**13.5.3 Transportation on Unofficial Visit.** During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. The institution may use an institutional vehicle normally used to transport prospective students visiting campus, an institutional vehicle normally used to transport the institution's athletics team or the personal vehicle of an institutional staff member. An institutional staff member must accompany the prospective student-athlete during such transportation. Payment of any other transportation expenses, shall be considered a violation.

**13.7.3.1 General Restrictions.** During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30-mile radius of a member institution's main campus in which the institution's intercollegiate team practices or competes. Such complimentary admissions are for the exclusive use of the prospective student-athlete and those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or those accompanying the prospective student-athlete in the facility's press box, special seating box(es) or bench area is specifically prohibited. Complimentary admissions may not be provided during a dead period, except as provided in Bylaw 13.7.3.5.

**13.7.3.1.2 Meals.** A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

**13.7.3.1.6 Parking.** An institution may not arrange special parking for prospective student-athletes to use while attending a member institution's campus athletics event during an unofficial visit.

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

### **Division I 2019-20 Manual**

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to ensure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**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.

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

**11.7.4.2 Contact and Evaluation of Prospective Student-Athletes.** Only those coaches who are counted by the institution within the numerical limitations on head and assistant coaches may contact or evaluate prospective student-athletes off campus.

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

**13.02.5.5 Dead Period.** A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or

unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.1.2.7 Student-Athletes and Other Enrolled Students.** The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

(a) **Off-Campus Contacts.** Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member.

(b) **Transportation and Expenses.** An institution may not provide an enrolled student-athlete (or enrolled student) with transportation or expenses to recruit a prospective student-athlete except for those expenses specified in Bylaw 13.6.7.5 when the student-athlete serves as a student host.

(c) **Written Correspondence.** It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

**13.1.4.2.1 Visits During Contact Period—Football.** In football, one contact per prospective student-athlete is permitted during each week of the contact period as specified in Bylaw 13.17.5 either at the prospective student-athlete's educational institution or any other location (*e.g.*, prospective student-athlete's home). A visit to the prospective student-athlete's educational institution and any other location (*e.g.*, prospective student-athlete's home) during the same calendar day shall be considered one contact.

**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 a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their family members 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.

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

- (b) Gift of clothing or equipment;
- (e) Cash or like items;
- (g) Free or reduced-cost services, rentals or purchases of any type.

**13.5.2.2.2 Coach Accompanying Prospective Student-Athlete and Family Members.** Except as permitted in Bylaw 13.5.2.4, a coaching staff member shall not accompany a prospective student-athlete in the coach's sport to or from an official visit unless the prospective student-athlete travels only by automobile. If such transportation is used, the 48-hour period of the official visit shall begin when the coach begins transporting the prospective student-athlete and his or her family members, if applicable, to campus. A coach who makes an in-person, off-campus contact (any dialogue in excess of an exchange of a greeting) with the prospective student-athlete (or his or her family members) during a permissible contact period prior to transporting the prospective student-athlete and his or her family members, if applicable, to campus for an official visit is charged with a countable contact. On completion of the 48-hour period, the coach shall terminate contact with the prospective student-athlete and his or her family members, if applicable, immediately.

**13.5.3 Transportation on Unofficial Visit.** During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. The institution may use an institutional vehicle normally used to transport prospective students visiting campus, an institutional vehicle normally used to transport the institution's athletics team or the personal vehicle of an institutional staff member. An institutional staff member must accompany the prospective student-athlete during such transportation. Payment of any other transportation expenses, shall be considered a violation.

**13.7.3.1 General Restrictions.** During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30-mile radius of a member institution's main campus in which the institution's intercollegiate team practices or competes. Such complimentary admissions are for the exclusive use of the prospective student-athlete and those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or those accompanying the prospective student-athlete in the facility's press box, special seating box(es) or bench area is specifically prohibited. Complimentary admissions may not be provided during a dead period, except as provided in Bylaw 13.7.3.5.

**13.7.3.1.2 Meals.** A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

**13.7.3.1.6 Parking.** An institution may not arrange special parking for a prospective student-athlete to use while attending a member institution's campus athletics event during an unofficial visit.

**13.7.5 Off-Campus Contact Within One Mile of Campus Boundaries.** Off-campus contact between an institutional staff member and a prospective student-athlete (and those accompanying the prospective student-athlete) and off-campus contact between an enrolled student-athlete and a prospective student-athlete (and those accompanying the prospective student-athlete) may occur during an unofficial visit within one mile of campus boundaries.

**16.8.1 Permissible.** An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

**16.11.2.2 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (*e.g.*, a ride home with a coach), except as permitted in Bylaw 16.9.1, even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

### **Division I 2020-21 Manual**

**2.8.1 Responsibility of Institution.** Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to ensure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

**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;

(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.

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

**11.7.4.2 Contact and Evaluation of Prospective Student-Athletes.** Only those coaches who are counted by the institution within the numerical limitations on head and assistant coaches may contact or evaluate prospective student-athletes off campus.

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

**13.02.5.5 Dead Period.** A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

**13.1.2.1 General Rule.** All in-person, on- and off-campus recruiting contacts with a prospective student-athlete or the prospective student-athlete's family members shall be made only by authorized institutional staff members. Such contact, as well as correspondence and telephone calls, by representatives of an institution's athletics interests is prohibited except as otherwise permitted in this section.

**13.1.2.7 Student-Athletes and Other Enrolled Students.** The following conditions apply to recruiting activities involving enrolled student-athletes and other enrolled students:

- (a) **Off-Campus Contacts.** Off-campus in-person contact between an enrolled student-athlete (or an enrolled student) and a prospective student-athlete is permissible, provided such contact does not occur at the direction of an institutional staff member.
- (b) **Transportation and Expenses.** An institution may not provide an enrolled student-athlete (or enrolled student) with transportation or expenses to recruit a prospective student-athlete except for those expenses specified in Bylaw 13.6.7.5 when the student-athlete serves as a student host.
- (c) **Written Correspondence.** It is permissible for an enrolled student-athlete (or enrolled student) to engage in written correspondence, provided it is not done at the direction or expense of the member institution.

**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 a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their family members 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.

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

- (b) Gift of clothing or equipment;
- (e) Cash or like items;
- (g) Free or reduced-cost services, rentals or purchases of any type;

**13.5.3 Transportation on Unofficial Visit.** During any unofficial recruiting visit, the institution may provide the prospective student-athlete with transportation to view practice and competition sites in the prospective student-athlete's sport and other institutional facilities and to attend a home athletics contest at any local facility. The institution may use an institutional vehicle normally used to transport prospective students visiting campus, an institutional vehicle normally used to transport the institution's athletics team or the personal vehicle of an institutional staff member. An institutional staff member must accompany the prospective student-athlete during such transportation. Payment of any other transportation expenses, shall be considered a violation.

**13.7.3.1 General Restrictions.** During an unofficial visit, the institution may not pay any expenses or provide any entertainment except a maximum of three complimentary admissions (issued only through a pass list) to a home athletics event at any facility within a 30-mile radius of a member institution's main campus in which the institution's intercollegiate team practices or competes. Such complimentary admissions are for the exclusive use of the prospective student-athlete and

those persons accompanying the prospective student-athlete on the visit and must be issued on an individual-game basis. Such admissions may provide seating only in the general seating area of the facility used for conducting the event. Providing seating during the conduct of the event (including intermission) for the prospective student-athlete or those accompanying the prospective student-athlete in the facility's press box, special seating box(es) or bench area is specifically prohibited. Complimentary admissions may not be provided during a dead period, except as provided in Bylaw 13.7.3.5.

**13.7.3.1.2 Meals.** A prospective student-athlete on an unofficial visit to an institution may pay the actual cost of meals (or the regular cost of training-table meals) and eat with other prospective student-athletes who are on their official visits or with enrolled student-athletes.

**13.7.3.1.6 Parking.** An institution may not arrange special parking for a prospective student-athlete to use while attending a member institution's campus athletics event during an unofficial visit.

**13.7.5 Off-Campus Contact Within One Mile of Campus Boundaries.** Off-campus contact between an institutional staff member and a prospective student-athlete (and those accompanying the prospective student-athlete) and off-campus contact between an enrolled student-athlete and a prospective student-athlete (and those accompanying the prospective student-athlete) may occur during an unofficial visit within one mile of campus boundaries.

**16.8.1 Permissible.** An institution, conference or the NCAA may provide actual and necessary expenses to a student-athlete to represent the institution in practice and competition (including expenses for activities/travel that are incidental to practice or competition). In order to receive competition-related expenses, the student-athlete must be eligible for competition.

**16.11.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her family members or friends with a benefit not expressly authorized by NCAA legislation.

**16.11.2.2 Other Prohibited Benefits.** An institutional employee or representative of the institution's athletics interests may not provide a student-athlete with extra benefits or services, including, but not limited to:

- (d) Transportation (*e.g.*, a ride home with a coach), except as permitted in Bylaw 16.9.1, even if the student-athlete reimburses the institution or the staff member for the appropriate amount of the gas or expense.

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members, and prospective and enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Complex Case Unit, the Committee on Infractions, the Independent Resolution Panel and the Infractions Appeals

Committee to further the objectives of the Association and its infractions program, including the independent accountability resolution process. Full cooperation includes, but is not limited to:

- (b) Timely participation in interviews and providing complete and truthful responses.

### **Division I 2021-22 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 student-athlete or 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 the individual 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.

NEGOTIATED RESOLUTION

University of Tennessee, Knoxville – Case No. 01225

February 14, 2023<sup>1</sup>

**I. CASE SYNOPSIS**

Former assistant football coaches 1 and 2, former director of player personnel, former football recruiting assistant and the NCAA enforcement staff agree with the violations and penalties detailed below and as that specifically relate to each one of them. In most instances, the agreed-upon violations are subparts specific to the parties' involvement of much larger allegations that are detailed in the July 22, 2022, notice of allegations for Case No. 01225. The institution, former assistant coach 3 and former head coach are not party to this agreement and have responded to the notice of allegations. The former director and assistant director of recruiting have not responded to the related notice of allegations and have been unresponsive related to this potential negotiated resolution.

This case centers on widespread recruiting and extra benefits violations in the institution's football program that occurred during the 2018-19 through 2020-21 academic years. The most serious violations include instances of football staff members providing direct cash payments to football student-athletes, prospective student-athletes and/or their family members. Additionally, many of the violations involve the provision of recruiting inducements to prospective student-athletes during unofficial visits (e.g., treating unofficial visits like they were official paid visits), paid visits to prospects during the NCAA COVID-19 dead period,<sup>2</sup> extra benefits to enrolled student-athletes related to hosting prospects and direct cash payments to select prospects or enrolled student-athletes and/or their family members. Numerous football coaches and staff members were aware of and/or directly involved in the violations. Generally, football staff arranged and/or paid for hotel rooms, airfare, meals, entertainment and other expenses and provided university-branded merchandise to multiple prospective student-athletes.

Agreed-Upon Findings of Fact Nos. 1, 3, 4, 5, 8, and 9 identify the substantive violations of the arrangement and/or provision of impermissible benefits to various prospects, enrolled student-athletes and their parents or coaches. Agreed-Upon Findings of Fact Nos. 12, 13, 15 and 16 relate to derivative violations for former assistant football coaches 1 and 2, former director of player personnel and former football recruiting assistant. The violations include unethical conduct charges for the knowing provision of inducements and/or benefits for all four individuals and unethical conduct/failure to cooperate violations for former assistant football coaches 1 and 2.

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<sup>1</sup> In response to the NCAA Division I Committee on Infractions' December 15, 2022, request to submit a fully detailed written agreement of negotiated resolution, all procedural NCAA legislation and internal operating procedures cited were effective through December 2022.

<sup>2</sup> As a result of the COVID-19 pandemic, the NCAA Council adopted R-2020-1, which established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) effective March 13, 2020, and subsequently extended through May 31, 2021.

## NEGOTIATED RESOLUTION

University of Tennessee, Knoxville - Case No. 01225

February 14, 2023

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Finally, there are two post-separation agreed-upon findings of fact related to former assistant football coach 2's and former football recruiting assistant's provision of false or misleading information during the investigation.

### *Agreed-Upon Findings of Fact No. 1*

On nine separate weekends from July through November 2020, during the COVID dead period, former assistant football coaches 1 and 2 and former football recruiting assistant, knowingly arranged, provided, funded and/or were otherwise involved in conducting impermissible visits for six then high-profile prospective student-athletes and/or their companions to Knoxville, Tennessee. The impermissible recruiting inducements included free hotel lodging, meals, entertainment, university-branded merchandise, transportation and other benefits (e.g., home tour). Additionally, in multiple instances, former assistant football coaches 1 and 2 arranged for then student-athletes or family members of then student-athletes to entertain and host the visiting prospects and/or their companions, resulting in impermissible recruiting contacts.

Multiple individuals reported that at various times during the COVID-19 dead period visits, the former director of recruiting and former assistant football coach 2 provided other staff members and/or student-athletes money to pay for or facilitate the impermissible activities. Multiple individuals also reported that former assistant football coach 2 may have been aware of or participated in such activities. The former football recruiting assistant reported that he received money from the former director of recruiting and/or former assistant football coach 2 multiple times from the summer through fall of 2020 to pay for impermissible unofficial visit expenses.

Former assistant football coach 1 was heavily involved in the recruitment of prospective student-athletes 1 and 3. Former assistant football coach 2 was heavily involved in the recruitment of prospective student-athletes 1, 2, 3, 5 and 7. For each weekend when those prospects visited, the involvement of former assistant football coaches 1 and 2 is reflected in interview statements and documents.

Regarding the hotel lodging, many of the prospects and their companions acknowledged they did not pay for hotel rooms. The factual record substantiated that the former director of recruiting, who is not a party to this agreement, typically contacted the hotel near in time to the projected visits to reserve the rooms. Prior to the prospects and their companions' arrival, the former football recruiting assistant delivered cash, which he received from the former director of recruiting and/or former assistant football coach 2, to the hotel to pay for the lodging.

The football program arranged for and/or provided impermissible meals, entertainment and other benefits in a manner similar to the hotel lodging. Typically, the former assistant director of recruiting, the former director of recruiting or other football staff member called the business to make a reservation and requested the bill be held until someone from the staff (usually the former football recruiting assistant) could deliver payment. The former football recruiting assistant

## NEGOTIATED RESOLUTION

University of Tennessee, Knoxville - Case No. 01225

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acknowledged making payments to multiple restaurants and entertainment venues during the time period.

Former assistant football coach 2 reported hosting prospective student-athlete 7 and his family members at his house for a meal and subsequently going to Gatlinburg, Tennessee, with the prospect, his family members, student-athletes 4 and 5 and another football staff member for lunch, for which former assistant football coach 2 paid. Additionally, former assistant football coach 2, the former football recruiting assistant and other members of the football staff provided impermissible university-branded merchandise to some of the prospects and their family members while on their visits.

Additionally, during at least six of the nine weekend visits during the COVID dead period, football student-athletes, a then student assistant football coach and/or a parent of a then football student-athlete were directed by football staff members, including former assistant football coaches 1 and 2, the former director of recruiting and former assistant director of recruiting, to serve as hosts for the visiting prospects, which resulted in impermissible recruiting contacts.

### Agreed-Upon Finding of Fact No. 3

On two occasions, former assistant football coaches 1 and/or 2 were involved in providing arranging impermissible benefits to the mother of student-athlete 3, who was a top priority prospect and later enrolled at the institution.

First, former assistant football coach 2 delivered one of two \$1,600 cash payments to student-athlete 3's mother to assist in the payment of last month's rent for a Knoxville-area rental home. Specifically, student-athlete 3's mother reported that a representative of the institution's athletics interests, who was also the former head football coach's wife, directed student-athlete 3's mother to the football facility, where she received \$1,600 in cash from former assistant football coach 2.

Additionally, former assistant football coaches 1 and 2 and the former director of recruiting arranged for student-athlete 3's mother to impermissibly host the mother of prospective student-athlete 3 while she was visiting Knoxville during the COVID-19 dead period, which included providing nail salon services and a meal for student-athlete 3's mother and her daughter.

### Agreed-Upon Finding of Fact No. 4

On at least two of the occasions, the former director of player personnel was involved in arranging and providing prospective student-athlete 8 with impermissible hotel lodging and on one occasion provided free university-branded merchandise. The impermissible hotel lodging for student-athlete 8 was arranged and provided in a manner consistent with other hotel lodging violations as described above, including prepaying for rooms in cash prior to student-athlete 8's arrival. The former director of player personnel reported that he occasionally prepaid for the rooms. Additionally, text message records confirm that the then director of player personnel's involvement

## NEGOTIATED RESOLUTION

University of Tennessee, Knoxville - Case No. 01225

February 14, 2023

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in providing the hotel lodging for prospective student-athlete 8. Finally, the former director of player personnel confirmed that he provided prospective student-athlete 8 and his father with two long-sleeve T-shirts and two baseball hats while they were visiting for a game during the fall of 2019.

### Agreed-Upon Findings of Fact No. 5

Former assistant football coach 2 had two impermissible recruiting contacts with prospective student-athlete 9 and provided him \$750 in cash. Specifically, during a January 2019 recruiting trip to prospective student-athlete 9's high school, former assistant football coach 2 had impermissible contact with the prospect, who was a junior. The contact occurred after prospective student-athlete 9's basketball practice, where the two shot baskets together and had a recruiting conversation. Afterward, they walked to the parking lot where former assistant football coach 2 provided prospective student-athlete 9 with \$750 in cash.

Additionally, during a March 30 through April 1, 2019, unofficial visit, the former director of recruiting provided prospective student-athlete 9 with an impermissible meal and former assistant football coach 2 provided the prospect and his mother with university-branded merchandise, which included a beanie and hoodie. The merchandise was provided near the end of the visit when former assistant football coach 2 followed the group back to the hotel to give a final recruiting pitch to prospective student-athlete 9.

During prospective student-athlete 9's July 2019 visit, the former director of recruiting facilitated many of the impermissible inducements, and former assistant football coach 2 was involved in the planning of the visit and apprised of the impermissible visit activities.

Finally, during prospective student-athlete 9's official visit in December 2019, former assistant football coach 2 had impermissible contact with him and his family when former assistant football coach 2 flew with the family from Las Vegas to Knoxville. Former assistant football coach 2 had casual conversations with prospective student-athlete 9 while at the airport.

### Agreed-Upon Findings of Fact No. 8

From January 2019 through November 2020, the former director of player personnel provided impermissible inducements to prospective student-athletes on at least six occasions, while former assistant football coach 1 provided impermissible inducements on one occasion.

The former director of player personnel was involved in: (1) facilitating a \$400 cash payment to prospective student-athlete 10 at the conclusion of his official visit; (2) providing impermissible hotel lodging to prospective student-athletes 11 and 12 for their unofficial visits; (3) providing university-branded merchandise to prospective student-athletes 17, 18 and 19 on their official visits; (4) providing impermissible local transportation for prospective student-athlete 20 during



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his unofficial visit; and (5) providing impermissible unofficial visit expenses, including hotel lodging, meals and entertainment, for prospective student-athlete 21 during his unofficial visit.

Regarding the \$400 payment, prospective student-athlete 10 asked the former head football coach if he could help him with money for living expenses. The former director of player personnel received an envelope from the former head football coach, which he provided to prospective student-athlete 10 at the conclusion of his visit. Prospective student-athlete 10 subsequently enrolled at the institution.

The impermissible hotel lodging for prospective student-athletes 11, 12, 20 and 21 was arranged and provided in a manner consistent with other unofficial visit inducement violations as described above. The former director of player personnel reported that there were occasions when he prepaid for the rooms, and text message records confirm the former director of player personnel's involvement in providing the hotel lodging for the prospective student-athletes.

Additionally, former assistant football coach 3 directed recruiting staff members, including the former director of player personnel, to treat prospective student-athlete 20's visit like an official visit. In addition to the hotel room, the former director of player personnel provided prospective student-athlete 20 with impermissible local transportation. The former director of player personnel also reported that, at the direction of the head coach, he provided prospective student-athlete 21 and his family with a cost-free unofficial visit that included hotel lodging, meals and entertainment. Prospective student-athlete 21 subsequently enrolled at the institution.

Football staff members also provided university-branded merchandise to prospective student-athletes 17, 18 and 19 while they were on their official visits. The former director of recruiting and other staff members provided backpacks and other gear to the prospects, and the former director of player personnel provided each with long-sleeve T-shirts. The three prospects subsequently enrolled at the institution.

Lastly, former assistant football coach 1 provided prospective student-athlete 25 with university-branded merchandise via a package delivered to his home. The package contained hooded sweatshirts.

### Agreed-Upon Findings of Fact No. 9

Former assistant football coach 2 and former football recruiting assistant, along with other football staff members, provided at least seven student-athletes with impermissible benefits in the form of cash. In most instances, the football staff members provided cash to the student-athletes to host prospects visiting the institution during the COVID-19 dead period.

Specifically, the former football recruiting assistant provided cash to student-athlete 2 to host prospective student-athlete 3 during three of his visits [Agreed-Upon Findings of Fact Nos. 1-(b),

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(d) and (f)] and student-athletes 4 and 5 to host prospective student-athletes 5 and 7 [Agreed-Upon Findings of Fact Nos. 1-(g) and (i)].

Further, former assistant football coach 2 provided \$300 to student-athlete 1 to host prospective student-athletes 1, 2 and 3. Student-athlete 1 took them on his boat and to a restaurant on the Tennessee River [Agreed-Upon Finding of Fact No. 1-(a)]. Former assistant football coach 2 also arranged for student-athletes 4 and 5 to host visiting prospective student-athlete 7 [Agreed-Upon Finding of Fact No. 1-(i)]. Finally, former assistant football coach 2 provided student-athlete 6 cash to pay an NCAA student-athlete reinstatement restitution condition related to the student-athlete's receipt of impermissible inducements during his recruitment [Agreed-Upon Finding of Fact No. 8-(i)].

### Agreed-Upon Finding of Fact No. 12 and Post-Separation Finding of Fact No. 1

Between January 2019 and November 2020, former assistant football coach 2 violated ethical conduct legislation when he knowingly arranged for and/or provided numerous impermissible inducements and extra benefits to multiple prospective student-athletes and student-athletes as detailed in Agreed-Upon Findings of Fact Nos. 1, 3, 5 and 9 above. The inducements and benefits were intentional, substantial, repetitive and provided to gain a significant advantage.

Additionally, during his January 2021 interview, while still employed at the institution, and during his November 2021 interview, while he was no longer employed at the institution, former assistant football coach 2 violated ethical conduct legislation when he provided false or misleading information to the institution and enforcement staff related to his involvement in the provision of the impermissible inducements and benefits. Throughout his interviews, former assistant football coach 2 denied his knowledge of, or involvement in, arranging or providing the inducements and benefits related to the COVID-19 dead period visits despite a factual record that substantiated his extensive involvement in funding, planning and/or facilitating the visits. In his November 2021 interview, former assistant football coach 2 acknowledged that he provided false or misleading information related to Agreed-Upon Finding of Fact No. 1-(i).

### Agreed-Upon Finding of Fact No. 13

Between January 2019 and January 2020, former director of player personnel violated ethical conduct legislation when he knowingly arranged and/or provided numerous impermissible inducements to multiple prospective student-athletes as detailed in Agreed-Upon Findings of Fact Nos. 4 and 8. The inducements were intentional, substantial, repetitive and provided to gain a significant recruiting advantage.

### Agreed-Upon Finding of Fact No. 15 and Post-Separation Finding of Fact No. 1

Between July and November 2020, former football recruiting assistant violated ethical conduct legislation when he knowingly provided impermissible inducements and extra benefits to

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prospective and enrolled student-athletes. The former football recruiting assistant provided money to businesses and individuals who paid for numerous hotel rooms, restaurant meals, entertainment expenses and student host money. The inducements and benefits were intentional, substantial, repetitive and provided to gain a significant recruiting advantage.

Additionally, in his October 2021 interview, after his employment with the institution ended, the former football recruiting assistant violated ethical conduct legislation when he provided false or misleading information to the institution and enforcement staff related to his involvement in providing inducements and benefits during the COVID-19 dead period visits. The former football recruiting assistant reported that he only made one payment for a hotel room, and that he only checked-in for individuals at the hotels. However, the factual record substantiated his extensive involvement in paying for multiple activities, with money provided by members of the football staff.

### Agreed-Upon Finding of Fact No. 16

Between August through November 2020, former assistant football coach 1 violated ethical conduct legislation when he knowingly arranged and/or provided numerous impermissible inducements and extra benefits to multiple prospective student-athletes and student-athletes, as detailed in Agreed-Upon Finding of Fact No. 1 above. The inducements and benefits were intentional, substantial, repetitive and provided to gain a significant recruiting advantage.

Additionally, during his January 2021 interview, former assistant football coach 1 violated ethical conduct legislation when he provided false or misleading information to the institution and enforcement staff related to his knowledge of, or involvement in, the arrangement or provision of the impermissible inducements and benefits related to the COVID dead period visits. Throughout his interview, former assistant football coach 1 denied his knowledge of, or involvement in, arranging or providing the inducements and benefits related to the visits, but the factual record substantiated his extensive involvement in planning and/or facilitating the visits.

## **II. PARTIES' AGREEMENTS**

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

Former assistant football coaches 1 and 2; the former director of player personnel; the former football recruiting assistant and enforcement staff agree to the facts, violations of NCAA legislation and violation levels contained within the July 22, 2022, notices of allegations submitted in this case as they relate to former assistant football coaches 1 and 2, the former director of player

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personnel and the former football recruiting assistant.<sup>3</sup> These parties also agree on the case classification and penalties.

1. [NCAA Division I Manual Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.7, 13.2.1, 13.2.1.1-(b), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.5 and 13.8.1 (2019-20 and 2020-21) and 13.1.2.1 (2020-21)] (Level I)

Former assistant football coaches 1 and 2, the former football recruiting assistant and enforcement staff agree that on nine separate weekends from July through November 2020, during the COVID-19 recruiting dead period, the football program, including former assistant football coach 2 and former director of recruiting, funded approximately \$12,173 in impermissible recruiting inducements and unofficial visit expenses for six football prospective student-athletes and their respective family members and individuals associated with the prospective student-athletes (IAWP) to visit the Knoxville area.<sup>4</sup> Additionally, former assistant football coach 3; former assistant director of recruiting; former assistant football coaches 1 and 2; former director of recruiting; former football recruiting assistant; former head football coach; a representative of the institution's athletics interests and the former head football coach's wife; and other football staff members knowingly arranged for and/or provided impermissible unofficial visit activities, recruiting inducements and impermissible contacts. Specifically:

- a. For July 24 through 26 unofficial visits during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2, funded the visits and the director of recruiting and former assistant football coaches 1 and 2 knowingly planned and arranged the visits, which provided approximately \$2,057 in impermissible recruiting inducements to football prospective student-athlete 1 and his coach, football prospective student-athlete 2 and his brother, and prospective student-athlete 3 and his coach. Further, former assistant football coaches 1 and 2, former director of recruiting, former football recruiting assistant and/or the former head football coach facilitated impermissible unofficial visit activities, contacts, inducements and entertainment for IAWPs. Specifically:
  - (1) On July 21, former assistant football coaches 1 and 2 and former director of recruiting provided five room reservations in the names of the prospects' respective coaches and brother, for two-night stays at a hotel. On July 24, former football recruiting assistant paid \$1,207 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2019-20)]
  - (2) On July 24, former assistant football coach 2 had in-person recruiting contact with prospective student-athlete 3 in a parking garage near a hotel. Additionally, former

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<sup>3</sup> Former assistant football coach 2 and former football recruiting assistant were also issued post-separation notices of allegations related to their provision of false or misleading information after their employment at Tennessee.

<sup>4</sup> Four prospective student-athletes' high school/nonscholastic coaches or extended family, who were IAWPs, accompanied the prospects on the visits.

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assistant football coach 2 provided prospective student-athlete 3 approximately \$500 in University of Tennessee, Knoxville (Tennessee)-branded clothing containing at least 10 pullovers, shirts and shorts. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(b), 13.7.3.1 and 13.7.5 (2019-20)]

- (3) On July 25, former director of recruiting and former assistant football coach 2 arranged for and former football recruiting assistant provided prospective student-athletes 1, 2 and 3 approximately \$20 in a fast-food restaurant's breakfast. Additionally, when former football recruiting assistant delivered the breakfasts, he had in-person recruiting contact with the prospects at a hotel. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]
  - (4) On July 25, former assistant football coach 2 arranged for football student-athlete 1 to have in-person recruiting contact outside of a one-mile campus boundary with prospective student-athletes 1, 2 and 3. Specifically, football student-athlete 1 provided prospective student-athletes 1, 2 and 3 \$330 in transportation, entertainment, snacks and a meal at a restaurant while going out on student-athlete 1's fishing boat on the Tennessee River.<sup>5</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2019-20)]
  - (5) On July 25, former head football coach knowingly provided prospective student-athlete 1's and 2's coaches with entertainment, drinks and food during a social gathering at former head football coach's home. Former assistant football coaches 1, 2 and 3 and two other former football assistant coaches also attended. [NCAA Bylaws 13.02.5.5 and 13.8.1 (2019-20)]
- b. For an August 14 through 16 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former director of recruiting and former assistant football coaches 1 and 2 knowingly planned and arranged the visit, which provided prospective student-athlete 3 and his family approximately \$1,893 in impermissible recruiting inducements. Further, former assistant football coaches 1 and 2, former assistant director of recruiting, former director of recruiting, former football recruiting assistant, booster and former head football coach's wife, a student recruiting assistant and/or recruiting staff members facilitated impermissible unofficial visit activities, inducements and contacts. Specifically:
- (1) On August 13, former director of recruiting directed a recruiting staff member to arrange for prospective student-athlete 3 and his family to receive two room reservations for two-night stays at a hotel. On August 14, former football recruiting assistant paid approximately \$700 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2020-21)]

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<sup>5</sup> See Agreed-Upon Finding of Fact No. 9-c for the associated impermissible benefits provided to student-athlete 1 for hosting the prospects.

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- (2) On August 14, former director of recruiting and former assistant football coach 2 arranged for and former football recruiting assistant provided prospective student-athlete 3's family approximately \$175 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- (3) On August 14, former assistant football coach 1 and former director of recruiting arranged for football student-athlete 2 to have in-person recruiting contact outside of a one-mile campus boundary and provide prospective student-athlete 3 transportation around Knoxville.<sup>6</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]
- (4) On August 15, former director of recruiting, former assistant director of recruiting and a student recruiting assistant arranged, and former football recruiting assistant provided prospective student-athlete 3's family approximately \$100 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- (5) On August 15, former director of recruiting, former assistant director of recruiting, former football recruiting assistant and a student recruiting assistant arranged for and/or provided prospective student-athlete 3's mother and her two daughters approximately \$225 in nail salon treatments at a local nail salon and meals at a restaurant with money from former director of recruiting and former assistant football coach 2. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- (6) On August 15, former assistant football coaches 1 and 2 and former director of recruiting arranged for the mother of then football student-athlete 3 to have in-person recruiting contact with prospective student-athlete 3's mother and her two daughters by accompanying them to a nail salon and a restaurant.<sup>7</sup> [NCAA Bylaws 13.02.5.5 and 13.1.2.1 (2020-21)]
- (7) On August 15, former director of recruiting, former assistant football coach 2, and representative of the institution's athletics interests and former head football coach's wife arranged for a representative of the institution's athletics interests, who was a local real estate agent, to have in-person recruiting contact with prospective student-athlete 3's mother by providing her a tour of Knoxville to view rental homes. [NCAA Bylaws 13.02.5.5, 13.1.2.1 and 13.5.3 (2020-21)]
- (8) On August 15, former director of recruiting, former football recruiting assistant and a student recruiting assistant arranged for and/or provided prospective student-athlete 3's

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<sup>6</sup> See Agreed-Upon Finding of Fact No. 9-d for the associated impermissible benefits provided to student-athlete 2 for hosting prospective student-athlete 3.

<sup>7</sup> See Agreed-Upon Finding of Fact No. 3-b-iv for the associated impermissible benefits provided to the student-athlete's mother for hosting prospective student-athlete 3's mother and her two daughters.

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mother, her two daughters and boyfriend approximately \$134 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]

- (9) On August 15, former director of recruiting and student-athlete 2 arranged and former football recruiting assistant provided at former director of recruiting's direction, prospective student-athlete 3 approximately \$75 in drinks and meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (10) On August 15, former assistant football coach 1 and former director of recruiting arranged for student-athlete 2 and two other then football student-athletes, to have in-person recruiting contact and to provide prospective student-athlete 3 approximately \$89 in food, drinks and entertainment at an arcade.<sup>8</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.6.7.5, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (11) On August 16, former director of recruiting, former assistant director of recruiting and a student recruiting assistant provided prospective student-athlete 3 and his family approximately \$145 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (12) During August 14 through 16, former director of recruiting and former football recruiting assistant arranged for and/or provided prospective student-athlete 3 and his family approximately \$250 in Tennessee-branded T-shirts and jackets. [NCAA Bylaw 13.02.5.5, 13.2.1 and 13.2.1.1-(b) (2020-21)]
- c. For an August 22 and 23 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former assistant football coaches 2 and 3 and former director of recruiting knowingly planned and arranged the visit, which provided football prospective student-athlete 4, his family and his coach approximately \$544 in impermissible recruiting inducements. Further, former director of recruiting, former assistant director of recruiting, former football recruiting assistant and/or other recruiting assistants facilitated the impermissible unofficial visit activities and inducements. Specifically:
- (1) On August 20, former director of recruiting provided prospective student-athlete 4, his family and his coach three room reservations for a one-night stay at a hotel. On August 22, former football recruiting assistant paid approximately \$362 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - (2) On August 22, former director of recruiting, former assistant director of recruiting and a student recruiting assistant arranged and/or provided prospective student-athlete 4, his family and his coach approximately \$122 in bowling and meals at a bowling alley.

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<sup>8</sup> See Agreed-Upon Finding of Fact No. 9-d for the associated impermissible benefits provided to student-athlete 2 for hosting prospective student-athlete 3.

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[NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2020-21)]

- (3) On August 22, former director of recruiting and former assistant director of recruiting arranged for approximately \$60 in meals at a restaurant for prospective student-athlete 4, his family and his coach. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2020-21)]
- d. For an August 28 through 30 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former assistant football coaches 1 and 2 and former director of recruiting knowingly planned and arranged the visit, which provided prospective student-athlete 3 and his family approximately \$1,257 in impermissible recruiting inducements. Further, former assistant director of recruiting, former assistant football coach 1, former director of recruiting, former football recruiting assistant and/or a student recruiting assistant, facilitated impermissible unofficial visit activities, inducements and contacts. Specifically:
  - (1) On August 24, former director of recruiting provided prospective student-athlete 3 and his family two room reservations for two-night stays at a hotel. On August 28, former football recruiting assistant paid approximately \$483 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2020-21)]
  - (2) On August 28, former director of recruiting and a student recruiting assistant provided prospective student-athlete 3 and his family approximately \$60 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (3) On August 28, former assistant director of recruiting, former assistant football coach 1 and former director of recruiting arranged for student-athlete 2 to have in-person recruiting contact outside of a one-mile campus boundary and provide prospective student-athlete 3 and his brother approximately \$125 of transportation and entertainment around Knoxville.<sup>9</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]
  - (4) On August 29, former assistant director of recruiting, former director of recruiting and former football recruiting assistant provided prospective student-athlete 3 and his family approximately \$81 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (5) On August 29, former assistant director of recruiting, former assistant football coach 1 and former director of recruiting arranged for a football student assistant coach to have in-person recruiting contact and provide prospective student-athlete 3 and his brother

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<sup>9</sup> See Agreed-Upon Finding of Fact No. 9-d for the associated impermissible benefits provided to student-athlete 2 for hosting prospective student-athlete 3.



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approximately \$250 in recruiting inducements in the form of transportation, entertainment at an escape room and an adventure park and meals at a local restaurant. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]

- (6) On August 29, former assistant director of recruiting, former director of recruiting, former football recruiting assistant and a student recruiting assistant provided prospective student-athlete 3's mother approximately \$75 in nail salon treatments at a nail salon. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2020-21)]
  - (7) On August 29, former assistant director of recruiting, former director of recruiting and a student recruiting assistant provided prospective student-athlete 3's mother an approximately \$25 meal at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (8) On August 29, former assistant director of recruiting, former director of recruiting, former football recruiting assistant and a student recruiting assistant provided prospective student-athlete 3 and his family approximately \$75 in meals at a restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (9) On August 30, former assistant director of recruiting, former director of recruiting, former football recruiting assistant and a student recruiting assistant provided prospective student-athlete 3 and his family approximately \$83 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- e. For a September 19 and 20 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former director of recruiting, former assistant football coaches 1 and 2 and former football recruiting assistant knowingly provided prospective student-athlete 1 and his coach \$241 in impermissible recruiting inducements in the form of two room reservations for a one-night stay at a hotel. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - f. For October 2 through 4 unofficial visits during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former director of recruiting and former assistant football coaches 1 and 2 knowingly planned and arranged the visits, which provided prospective student-athlete 1 and his coach and prospective student-athlete 3 and his family approximately \$2,424 in impermissible recruiting inducements. Further, former assistant director of recruiting, former director of recruiting, former football recruiting assistant and/or two recruiting staff members facilitated the impermissible unofficial visit activities, inducements and/or contacts. Specifically:

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- (1) On September 30, former director of recruiting arranged for a recruiting assistant to provide reservations at a hotel. The inducements totaled approximately \$1,242 (three room reservations for two-night stays) for prospective student-athlete 3 and his family and approximately \$87 (one room reservation for a one-night stay) for prospective student-athlete 1 and his coach. On October 2, former football recruiting assistant paid approximately \$1,329 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
- (2) On October 2, former assistant director of recruiting, former director of recruiting and former football recruiting assistant provided prospective student-athlete 3 and his family approximately \$150 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- (3) On October 2, former assistant director of recruiting, former assistant football coach 1 and former director of recruiting arranged for a football student assistant coach to have in-person recruiting contact and provide prospective student-athlete 3 and three of his companions approximately \$161 in transportation and entertainment at an escape room. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]
- (4) On October 3, former assistant director of recruiting, former director of recruiting and former football recruiting assistant arranged and/or provided prospective student-athlete 3 and his family approximately \$361 in meals at two local restaurants. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- (5) On October 3, former director of recruiting and former football recruiting assistant arranged for and/or provided prospective student-athlete 3's mother and her two daughters approximately \$205 in nail salon treatments at a nail salon. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2020-21)]
- (6) On October 3, former assistant director of recruiting, former assistant football coach 1, former director of recruiting and former football recruiting assistant arranged for student-athlete 2 to have in-person recruiting contact outside of a one-mile campus boundary, and provide prospective student-athlete 3 transportation, meals and entertainment around Knoxville that evening.<sup>10</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.7.5 (2020-21)]
- (7) On October 4, former assistant director of recruiting, former director of recruiting and former football recruiting assistant arranged and/or provided prospective student-athlete 3 and his family approximately \$218 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]

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<sup>10</sup> See Agreed-Upon Finding of Fact No. 9-d for the associated impermissible benefits provided to student-athlete 2 for hosting prospective student-athlete 3.

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- g. For an October 8 through 12 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former director of recruiting and former assistant football coach 2 knowingly planned and arranged the visit, which provided football prospective student-athlete 5, his family and his coach approximately \$2,677 in impermissible recruiting inducements. Further, former assistant director of recruiting, former director of recruiting, former football recruiting assistant and/or two football recruiting staff members facilitated the impermissible unofficial visit activities, inducements and contact. Specifically:
- (1) On September 24, former director of recruiting arranged for two room reservations for three-night stays at the Crowne Plaza hotel for prospective student-athlete 5, his family and his coach. On October 8, former football recruiting assistant knowingly paid approximately \$717 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - (2) On October 8, former assistant director of recruiting and former director of recruiting provided prospective student-athlete 5, his family and coach approximately \$70 to bowl.. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - (3) On October 8, former assistant director of recruiting and former football recruiting assistant provided prospective student-athlete 5, his family and coach approximately \$150 in meals at a local restaurant. [NCAA Bylaw 13.02.5.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2020-21)]
  - (4) On October 8, former director of recruiting arranged for football student-athletes 4 and 5 to have in-person recruiting contact outside of a one-mile campus boundary and provided prospective student-athlete 5 transportation to a local restaurant, and around Knoxville.<sup>11</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]
  - (5) On October 8, former director of recruiting and former football recruiting assistant arranged for and/or provided prospective student-athlete 5, his family and coach approximately \$250 in Tennessee-branded shirts, shorts, pullover sweatshirts and other items. [NCAA Bylaw 13.02.5.5, 13.2.1, 13.2.1.1-(b) and 13.8.1 (2020-21)]
  - (6) On October 9, former director of recruiting provided prospective student-athlete 5, his family and coach approximately \$140 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2020-21)]
  - (7) On October 9, former director of recruiting and a recruiting staff member provided prospective student-athlete 5, his family and coach approximately \$130 in meals at a

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<sup>11</sup> See Agreed-Upon Finding of Fact No. 9-f for the associated impermissible benefits provided to student-athletes 4 and 5 to host prospective student-athlete 5.

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local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2020-21)]

- (8) On October 9, the football staff provided prospective student-athlete 5, his family and coach approximately \$270 in entertainment at the aquarium in Gatlinburg, Tennessee. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - (9) On October 9 and 10, former assistant director of recruiting and former director of recruiting arranged for football student-athlete 6 to have in-person recruiting contact outside of a one-mile campus boundary and provided prospective student-athlete 5 and his cousin approximately \$133 in transportation and entertainment in Knoxville.<sup>12</sup> [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, and 13.7.5 (2020-21)]
  - (10) On October 10, former director of recruiting and a recruiting staff member provided prospective student-athlete 5 and his family approximately \$241 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (11) On October 10, former director of recruiting provided prospective student-athlete 5 and his family approximately \$120 in meals at a local restaurant. [NCAA Bylaw 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (12) On October 10, former assistant director of recruiting, former director of recruiting and a student recruiting assistant provided prospective student-athlete 5 and his family approximately \$238 in entertainment at an arcade room. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (13) On October 11, former director of recruiting provided prospective student-athlete 5 and his family approximately \$218 in meals at a local restaurant. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- h. For October 24 and 25 unofficial visits during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded, and former director of recruiting and former assistant football coaches 1 and 2 knowingly planned and arranged the visits, which provided prospective student-athlete 1 and his coach, prospective student-athlete 4 and his family and then prospective student-athlete 6, approximately \$777 in impermissible recruiting inducements. Further, former director of recruiting and members of the recruiting staff facilitated the impermissible unofficial visit activities and inducements. Specifically:
- (1) On October 19, former director of recruiting arranged three room reservations for a one-night stay at a hotel for prospective student-athlete 4 and his family. On October 23,

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<sup>12</sup> See Agreed-Upon Finding of Fact No. 9-g for the associated impermissible benefits provided to student-athlete 6 for hosting prospective student-athlete 5.

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former director of recruiting arranged one room reservation for a one-night stay at a hotel for prospective student-athlete 1 and his coach and prospective student-athlete 6. On October 24, a member of the football program paid approximately \$597 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]

- (2) On October 24, the football recruiting staff provided prospective student-athlete 4 and his family approximately \$100 in impermissible meals at a local restaurant. [NCAA Bylaw 13.02.5.5, 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2020-21)]
  - (3) On October 25, the football recruiting staff provided prospective student-athlete 4 and his family approximately \$80 in impermissible meals at a local restaurant and arranged for entertainment at an adventure park. [NCAA Bylaw 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2020-21)]
- i. For a November 13 and 14 unofficial visit during the COVID-19 recruiting dead period, the football program, including former director of recruiting and former assistant football coach 2 funded and former director of recruiting and former assistant football coach 2 knowingly planned and arranged the visit, which provided football transfer prospective student-athlete 7; his cousin and an IAWP; and his cousin's son approximately \$423 in impermissible recruiting inducements. Further, former football recruiting assistant, former assistant football coach 2 and a former football quality control analyst facilitated the impermissible unofficial visit activities. Additionally, former assistant football coach 2 and the former football quality control analyst had impermissible contact and arranged for impermissible hosts to have impermissible contact during a dead period with prospective student-athlete 7 and his family. Specifically:
- (1) On November 9, former director of recruiting arranged two room reservations for two-night stays at a hotel for prospective student-athlete 7 and his cousin. On November 13, former football recruiting assistant paid approximately \$258 for the hotel rooms. [NCAA Bylaws 13.02.5.5, 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2020-21)]
  - (2) On November 13, former director of recruiting and former football recruiting assistant arranged for football student-athlete 4 to have in-person recruiting contact outside of a one-mile campus boundary and provide prospective student-athlete 7 transportation when he took prospective student-athlete 7 to a local restaurant and around Knoxville. [NCAA Bylaws 13.02.5.5, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1 and 13.7.5 (2020-21)]
  - (3) On November 14, former assistant football coach 2 provided prospective student-athlete 7 and his family approximately \$40 in breakfasts at former assistant football coach 2's home. Additionally, former assistant football coach 2 arranged for football student-athletes 4 and 5 to have in-person recruiting contact outside of a one-mile campus boundary and provided prospective student-athlete 7 transportation when the student-athletes brought prospective student-athlete 7 to former assistant football coach 2's home to have breakfast. During breakfast, former assistant football coach 2 and a then quality

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control analyst had in-person contact with prospective student-athlete 7.<sup>13</sup> [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.5 and 13.8.1 (2020-21)]

- (4) On November 14, former assistant football coach 2 provided prospective student-athlete 7 and his family approximately \$125 in meals at an unidentified seafood restaurant in Gatlinburg. Additionally, former assistant football coach 2 arranged for football student-athletes 4 and 5 to have in-person recruiting contact outside of a one-mile campus boundary and provided prospective student-athlete 7 transportation when the student-athletes drove prospective student-athlete 7 to Gatlinburg for the meal and to the Knoxville airport following the meal. During the meal, the then quality control analyst and former assistant football coach 2 had in-person contact with prospective student-athlete 7. [NCAA Bylaws 11.7.4.2, 13.02.5.5, 13.1.2.1, 13.1.2.7, 13.2.1, 13.5.3, 13.7.3.1, 13.7.3.1.2, 13.7.5 and 13.8.1 (2020-21)]

- 3.<sup>14</sup>[NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(b), 13.2.1.1-(e), 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2018-19); 16.11.2.1 (2018-19 through 2020-21); and 12.11.1 and 16.8.1 (2019-20 and 2020-21)] (Level I)

Former assistant football coaches 1 and 2 and enforcement staff agree that from September 2018 through March 2021, former assistant football coach 1; former director of recruiting; former assistant football coach 2; former head football coach; and/or representative of the institution's athletics interests and former head football coach's wife, knowingly arranged for and/or provided approximately \$23,260 in impermissible recruiting inducements and extra benefits in the form of hotel lodging, meals, entertainment, clothing, cash payments and gameday parking to then football prospective student-athlete and subsequent student-athlete 3 and/or his mother. As a result of the impermissible inducements and benefits, student-athlete 3 competed in 22 contests and received actual and necessary expenses while ineligible. Specifically:

- a. [Omitted as no parties to the negotiated resolution are involved individuals.]
- b. On at least 31 occasions from January 2019 through March 2021, former assistant football coaches 1 and 2, former director of recruiting and/or representative of the institution's athletics interests and former head football coach's wife knowingly provided a total of approximately \$16,335 in impermissible extra benefits to student-athlete 3 and/or his mother in the form of cash payments, gameday parking to attend home football contests and impermissible host entertainment expenses for student-athlete 3's mother to host a prospect's mother. Specifically:

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<sup>13</sup> See Agreed-Upon Finding of Fact No. 9-f for the associated impermissible benefits provided to student-athletes 4 and 5 for hosting prospective student-athlete 7.

<sup>14</sup> The "Agreed-Upon Finding of Fact No." correlates with the "Allegation No." in the July 22, 2022, notice of allegations issued to the parties.

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- (1) [Omitted as no parties to the negotiated resolution are involved individuals].
  - (2) On two occasions during May 2019, representative of the institution's athletics interests and former head football coach's wife and/or former assistant football coach 2 arranged for and/or provided approximately \$1,600 in cash payments to student-athlete 3's mother for a security deposit and initial rent payment for student-athlete 3's mother to relocate to the Knoxville area. The total value of the impermissible benefits was approximately \$3,200. [NCAA Bylaw 16.11.2.1 (2018-19)]
  - (3) [Omitted as no parties to the negotiated resolution are involved individuals.]
  - (4) On August 15, 2020, during the COVID-19 recruiting dead period, former assistant football coaches 1 and 2 and former director of recruiting provided approximately \$115 for nail salon services at a nail salon and a meal at a local restaurant for student-athlete 3's mother and her daughter while impermissibly hosting the mother of football prospective student-athlete 3, as described in Agreed-Upon Finding of Fact No. 1-b-(6). [NCAA Bylaw 16.11.2.1 (2020-21)]
4. [NCAA Division I Manual Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.6 (2018-19 and 2019-20); 13.2.1.1-(b) (2019-20); and 12.11.1 and 16.8.1 (2020-21)] (Level I)

Former director of player personnel and enforcement staff agree that on at least nine occasions from November 2018 through December 2019, former director of recruiting and/or former director of player personnel knowingly provided a total of approximately \$1,983 in impermissible visit expenses in the form of hotel lodging; football gameday parking; and/or Tennessee-branded clothing to then football prospective student-athlete 8 and his family and friends. As a result of the impermissible inducements, prospective student-athlete 8 competed in 10 contests and received actual and necessary expenses while ineligible. Specifically:

- a. [Omitted as no parties to the negotiated resolution are involved individuals.]
- b. On April 13 and 14, 2019, former director of recruiting and former director of player personnel provided approximately \$114 in impermissible unofficial visit lodging of two hotel rooms for one night for prospective student-athlete 8 and his family members to attend the institution's spring football game. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- c. [Omitted as no parties to the negotiated resolution are involved individuals.]
- d. [Omitted as no parties to the negotiated resolution are involved individuals.]
- e. On September 7 and 8, 2019, former director of recruiting and former director of player personnel provided approximately \$302 in impermissible unofficial visit lodging of two rooms

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for one night at a hotel for prospective student-athlete 8 and his family and friend to attend the institution's home football contest versus another NCAA Division I member institution. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2019-20)]

- f. [Omitted as no parties to the negotiated resolution are involved individuals.]
  - g. [Omitted as no parties to the negotiated resolution are involved individuals.]
  - h. [Omitted as no parties to the negotiated resolution are involved individuals.]
  - i. [Omitted as no parties to the negotiated resolution are involved individuals.]
  - j. During one of prospective student-athlete 8's visits in the fall of 2019, former director of player personnel provided prospective student-athlete 8 and his father approximately \$100 in impermissible Tennessee-branded clothing, including two long-sleeve shirts and two hats. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2019-20)]
5. [NCAA Division I Manual Bylaws 13.1.1.1, 13.1.2.1, 13.2.1.1-(e), 13.2.1.1-(g), 13.5.3, 13.7.3.1, 13.7.3.1.2 and 13.8.1 (2018-19); 13.2.1 and 13.2.1.1-(b) (2018-19 and 2019-20); and 13.1.4.2.1 and 13.5.2.2.2 (2019-20)] (Level I)

Former assistant football coach 2 and enforcement staff agree that on at least four occasions from January through December 2019, former assistant football coach 2 and/or former director of recruiting, and members of the football staff knowingly arranged for and/or provided a total of approximately \$2,463 in impermissible recruiting inducements in the form of cash, hotel lodging, meals, entertainment, transportation and clothing to then football prospective student-athlete 9, his family members, and his high school coach and IAWPs. Additionally, on two occasions, former assistant football coach 2 had impermissible off-campus recruiting contact with prospective student-athlete 9. Specifically:

- a. On January 23, during prospective student-athlete 9's junior year in high school, former assistant football coach 2 had impermissible in-person, off-campus recruiting contact with prospective student-athlete 9 at a high school in Las Vegas. Additionally, former assistant football coach 2 provided approximately \$750 in impermissible recruiting inducements in the form of cash to prospective student-athlete 9. [NCAA Bylaws 13.1.1.1, 13.2.1 and 13.2.1.1-(e) (2018-19)]
- b. On March 30 through April 1, during an unofficial visit to the institution, former director of recruiting and/or former assistant football coach 2 arranged and/or provided approximately \$225 in impermissible meals from a fast-food restaurant for prospective student-athlete 9 and his mother and Tennessee-branded clothing, including two beanie hats and two hooded sweatshirts. [NCAA Bylaws 13.2.1, 13.2.1.1-(b), 13.7.3.1 and 13.7.3.1.2 (2018-19)]



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- c. From July 24 through 27, during an unofficial visit to the institution, former director of recruiting, former assistant football coach 2 and/or members of the football staff had impermissible in-person, off-campus recruiting contact with prospective student-athlete 9 and arranged for and/or provided approximately \$1,388 in impermissible unofficial visit expenses including hotel lodging, meals, entertainment, transportation and Tennessee-branded clothing for prospective student-athlete 9, his family and coach. Specifically:
- (1) On July 23, former director of recruiting provided approximately \$1,003 in the form of two rooms for three nights at a hotel for prospective student-athlete and his family. Additionally, former director of recruiting provided approximately \$200 in lodging for prospective student-athlete 9's coach of two hotel rooms for two nights at another hotel. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.7.3.1 and 13.8.1 (2018-19)]
  - (2) On July 26, former director of recruiting and a student recruiting assistant provided prospective student-athlete 9 and his family approximately \$35 in meals from a fast-food restaurant and loaned him a video game console. [NCAA Bylaws 13.2.1, 13.7.3.1 and 13.7.3.1.2 (2018-19)]
  - (3) During the visit, members of the football staff provided prospective student-athlete 9 and his family approximately \$100 in Tennessee-branded clothing, including a baby outfit, two T-shirts and a hat. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2018-19)]
  - (4) On July 24 and 27, a member of the football staff had in-person, off-campus contact with prospective student-athlete 9 and his family and provided them with \$50 in transportation to/from the Knoxville airport and prospective student-athlete 9's hotel. [NCAA Bylaws 13.1.1.1, 13.1.2.1, 13.2.1 and 13.5.3 (2018-19)]
- d. On December 13, former assistant football coach 2 had impermissible recruiting contact with prospective student-athlete 9 and his family when former assistant football coach 2 accompanied prospective student-athlete 9 and his family on the same flight from Las Vegas to Knoxville for prospective student-athlete 9's official visit. Additionally, during prospective student-athlete 9's official visit December 14 and 15, 2019, a member of the football staff provided prospective student-athlete 9 and his family \$100 in impermissible Tennessee-branded clothing, including receiver gloves and two T-shirts. [NCAA Bylaws 13.1.4.2.1, 13.2.1, 13.2.1.1-(b) and 13.5.2.2.2 (2019-20)]
8. [NCAA Division I Manual Bylaws 13.2.1.1-(e) and 13.8.1 (2018-19); 13.2.1.1-(g), 13.7.3.1 and 13.7.3.1.2 (2018-19 and 2019-20); 13.2.1 (2018-19 through 2020-21); 13.02.5.5, 13.1.2.1, 13.5.3 and 13.7.3.1.6 (2019-20); and 12.11.1, 13.2.1.1-(b) and 16.8.1 (2019-20 and 2020-21)] (Level I)

Former assistant football coach 1, former director of player personnel and enforcement staff agree that on 18 occasions from January 2019 through November 2020, former assistant football

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coach 3; former assistant director of recruiting; former assistant football coach 1; former director of recruiting; former director of player personnel; former head football coach; and two football staff members, knowingly arranged for and/or provided a total of approximately \$3,919 in impermissible recruiting inducements in the form of unofficial visit expenses including hotel lodging, meals, entertainment, transportation, cash payments and/or Tennessee-branded clothing and merchandise to 13 prospective student-athletes and/or their respective family members and one IAWP. Additionally, former director of recruiting and members of the football staff arranged for impermissible recruiting contact during the COVID-19 recruiting dead period for one prospect. As a result of the impermissible inducements, six student-athletes competed in 63 contests and received actual and necessary expenses while ineligible. Specifically:

- a. On January 20, 2019, former director of player personnel and former head football coach provided approximately \$400 in impermissible cash to then football prospective student-athlete 10 at the conclusion of prospective student-athlete 10's official visit. [NCAA Bylaws 13.2.1 and 13.2.1.1-(e) (2018-19)]
- b. On two occasions, former director of recruiting and/or former director of player personnel provided a total of approximately \$527 in impermissible unofficial visit lodging of one hotel room for two nights to football prospective student-athlete 11 and his mother. Specifically, former director of recruiting and a student recruiting assistant provided a room at a hotel for prospective student-athlete 11's unofficial visit March 8 through 10, 2019, and former director of recruiting and former director of player personnel provided a room at the hotel for prospective student-athlete 11's unofficial visit April 12 through 14, 2019. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- c. On April 12 through 14, 2019, former director of recruiting and former director of player personnel provided approximately \$228 in impermissible inducements to football prospective student-athlete 12 when they arranged and paid for one room for two nights at a hotel so prospective student-athlete 12 could attend the football program's spring game. [NCAA Bylaws 13.2.1, 13.2.1.1-(g) and 13.7.3.1 (2018-19)]
- d. [Omitted as no parties to the negotiated resolution are involved individuals.]
- e. [Omitted as no parties to the negotiated resolution are involved individuals.]
- f. [Omitted as no parties to the negotiated resolution are involved individuals.]
- g. [Omitted as no parties to the negotiated resolution are involved individuals.]
- h. During an October 4 through 6, 2019, official visit, former director of recruiting and former director of player personnel provided approximately \$480 in impermissible Tennessee-branded clothing and merchandise, including one T-shirt, one long-sleeved shirt and one

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backpack each to then football prospective student-athletes 17, 18 and 19. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2019-20)]

- i. On October 25 through 27, 2019, former assistant football coach 3, former director of recruiting, former director of player personnel and a former director of recruiting arranged and/or provided approximately \$320 in impermissible inducements to then football prospective student-athlete 20 and his father during his unofficial visit to the institution. Specifically, former assistant football coach 3 directed former director of recruiting to treat the visit as an official visit, former director of recruiting arranged and paid for one room for two nights at a hotel and former director of player personnel arranged and paid for transportation to/from the Knoxville airport and meals. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2 (2019-20)]
- j. On January 18 and 19, 2020, former director of recruiting, former director of player personnel, former head football coach and a quality control analyst provided \$732 in impermissible inducements to then football prospective student-athlete 21 and his family during his unofficial visit to the institution. Specifically, former head football coach directed the quality control analyst to treat the visit as an official visit, and former director of recruiting, former director of player personnel and the quality control analyst arranged and paid for three rooms for one night at a hotel, meals, entertainment and transportation. [NCAA Bylaws 13.2.1, 13.2.1.1-(g), 13.5.3, 13.7.3.1 and 13.7.3.1.2 (2019-20)]
- k. [Omitted as no parties to the negotiated resolution are involved individuals.]
- l. [Omitted as no parties to the negotiated resolution are involved individuals.]
- m. [Omitted as no parties to the negotiated resolution are involved individuals.]
- n. On November 13, 2020, former assistant director of recruiting and former assistant football coach 1 provided then football prospective student-athlete 25 approximately \$150 in impermissible Tennessee-branded clothing, including two sweatshirts. [NCAA Bylaws 13.2.1 and 13.2.1.1-(b) (2020-21)]

- 9. [NCAA Division I Manual Bylaws 16.11.2.1 (2019-20 through 2020-21) and 12.11.1 and 16.8.1 (2020-21)] (Level I)

Former football recruiting assistant, former assistant football coach 2 and enforcement staff agree that on at least 11 occasions from April through November 2020, former assistant director of recruiting, former director of recruiting, former assistant football coach 2, former head football coach and/or former football recruiting assistant provided impermissible benefits in the form of cash to at least seven student-athletes to offset general living expenses, to impermissibly host visiting prospective student-athletes during the COVID recruiting dead period and/or to assist in the repayment of NCAA reinstatement conditions. The approximate value of the impermissible

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benefits was \$1,338. As a result of the impermissible benefits, four student-athletes competed in a total of 31 contests and received actual and necessary expenses while ineligible. Specifically:

- a. [Omitted as no parties to the negotiated resolution are involved individuals.]
- b. [Omitted as no parties to the negotiated resolution are involved individuals.]
- c. On July 25, 2020, former assistant football coach 2 provided approximately \$300 in impermissible cash for football student-athlete 1 to use while impermissibly hosting football prospective student-athletes 1, 2 and 3 as described in Agreed-Upon Finding of Fact No. 1-a-(4). [NCAA Bylaw 16.11.2.1 (2019-20)]
- d. On at least three occasions from August 14 through October 4, 2020, former director of recruiting and former football recruiting assistant provided a total of approximately \$361 in impermissible cash for then football student-athlete 2 to use while impermissibly hosting prospective student-athlete 3 as described in Agreed-Upon Findings of Fact Nos. 1-b-(3), 1-d-(3) and 1-f-(7). Additionally, former director of recruiting paid a tow charge for student-athlete 2's car when it broke down after striking a curb while hosting prospective student-athlete 3. [NCAA Bylaw 16.11.2.1 (2020-21)]
- e. In September or October 2020, former assistant football coach 2 provided \$160 in impermissible cash to then football student-athlete 6. The purpose of the cash was to assist student-athlete 6 in making the restitution payment for the institutionally discovered violation detailed in Agreed Upon Finding of Fact No. 8-h. [NCAA Bylaw 16.11.2.1 (2020-21)]
- f. On at least two occasions from October 8 through November 14, 2020, former director of recruiting, former football recruiting assistant and/or former assistant football coach 2 arranged for and/or provided approximately \$120 in impermissible cash for then football student-athletes 4 and 5 to use while impermissibly hosting football prospective student-athletes 5 and 7 as described in Agreed-Upon Findings of Fact Nos. 1-g-(4) and 1-i-(2). [NCAA Bylaw 16.11.2.1 (2020-21)]
- g. [Omitted as no parties to the negotiated resolution are involved individuals.]
- h. [Omitted as no parties to the negotiated resolution are involved individuals.]

12. [NCAA Division I Manual Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21) and 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)] (Level I)

Former assistant football coach 2 and enforcement staff agree that between January 2019 and January 2021, former assistant football coach 2 violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements and benefits to numerous prospective student-athletes, their families, friends or IAWPs and student-athletes, as

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detailed in Agreed-Upon Findings of Fact Nos. 1, 3, 5 and 9. Additionally, former assistant football coach 2 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of or involvement in NCAA violations. Specifically:

- a. From January 2019 through November 2020, former assistant football coach 2 violated the NCAA principles of ethical conduct when he knowingly arranged, offered and provided prospective and enrolled student-athletes, their family members, friends or IAWPs with improper inducements and extra benefits in the form of impermissible visit expenses, hotel lodging, meals, transportation, entertainment, impermissible student host money, cash payments and Tennessee-branded clothing as detailed in Agreed-Upon Findings of Fact Nos. 1, 3-b-(2), 3-b-(4), 5, 9-c, 9-e and 9-f. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2018-19 through 2020-21)]
- b. During his January 13, 2021, interview, former assistant football coach 2 knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of, arranging for or providing impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Agreed-Upon Findings of Fact Nos. 1, 3 and 9. The factual record substantiates that former assistant football coach 2 arranged for and financed portions of the impermissible activities detailed in Agreed-Upon Finding of Fact No. 1; arranged for multiple impermissible hosts of prospects or their family members as detailed in Agreed-Upon Findings of Fact Nos. 1-a-(2), 1-a-(4), 1-b-(7) and 1-b-(8); and provided the impermissible hosts with impermissible benefits as detailed in Agreed Upon Findings of Fact Nos. 3-b-(4) and 9-c. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

### 13. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b) (2018-19 and 2019-20)] (Level I)

Former director of player personnel and enforcement staff agree that between at least January 2019 and January 2020, former director of player personnel violated the NCAA principles of ethical conduct when he knowingly arranged for and provided impermissible inducements in the form of impermissible unofficial visit expenses, including hotel lodging; transportation; Tennessee-branded clothing; and cash payments to at least six prospective student-athletes, as detailed in Agreed-Upon Findings of Fact Nos. 4-b, 4-e, 4-j, 8-a, 8-b, 8-c, 8-h, 8-i and 8-j.

### 15. [NCAA Division I Manual Bylaws 10.01.1, 10.1, and 10.1-(b) (2019-20 through 2021-22)] (Level I)

Former football recruiting assistant and enforcement staff agree that between July and November 2020, former football recruiting assistant violated the NCAA principles of ethical conduct when he knowingly arranged for and provided prospective and enrolled student-athletes, their family members and IAWPs with improper inducements and extra benefits in the form of

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impermissible unofficial visit expenses during the COVID-19 recruiting dead period, including hotel lodging; meals; transportation; entertainment; impermissible student host money; and Tennessee-branded clothing, as detailed in Agreed-Upon Findings of Fact Nos. 1, 9-d and 9-f.

### 16. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(b), 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)] (Level I)

Former assistant football coach 1 and enforcement staff agree that between August 2020 and January 2021, former assistant football coach 1 violated the NCAA principles of ethical conduct when he knowingly arranged for and/or provided impermissible inducements and benefits to numerous prospective student-athletes, their families, friends, IAWPs and student-athletes, as detailed in Agreed-Upon Findings of Fact Nos. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. Additionally, former assistant football coach 1 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff regarding his knowledge of or involvement in NCAA violations. Specifically:

- a. From August through November 2020, former assistant football coach 1 violated the NCAA principles of ethical conduct when he knowingly arranged, offered and/or provided prospective and enrolled student-athletes, their family members or IAWPs with improper inducements and extra benefits in the form of impermissible visit expenses, including hotel lodging; meals; transportation; entertainment; impermissible student host money; and Tennessee-branded clothing as detailed in Agreed-Upon Findings of Fact Nos. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. [NCAA Bylaws 10.01.1, 10.1 and 10.1-(b) (2020-21)]
- b. During his January 13, 2021, interview, former assistant football coach 1 knowingly provided false or misleading information to the institution and enforcement staff when he denied knowledge of, arranging for or providing impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Proposed Finding of Fact No. 1. The factual record substantiates former assistant football coach 1 arranged for and/or had knowledge of the impermissible activities detailed in Agreed Upon Findings of Fact Nos. 1-a, 1-b, 1-d, 1-e, 1-f and 1-h. [NCAA Bylaws 10.01.1, 10.1, 10.1-(c), 19.2.3 and 19.2.3-(b) (2020-21)]

### **B. Post-separation findings of fact, violations of NCAA legislation and violation levels.<sup>15</sup>**

1. [NCAA Division I Manual Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2021-22)] (Level I)

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<sup>15</sup> The post-separation violations occurred while the assistant football coach and recruiting assistant were not employed at the institution and do not attach to the institution.

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Former football recruiting assistant and enforcement staff agree that during his October 27, 2021, interview, after his employment with Tennessee had ended, former football recruiting assistant violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff. Specifically, former football recruiting assistant denied knowledge of, arranging for or paying the bills for impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Agreed-Upon Findings of Fact Nos. 1 and 9 of the notice of allegations for Case No. 01225. The factual record substantiates that former football recruiting assistant paid for multiple activities, with money provided by members of the football staff, related to the unofficial visits detailed in Agreed-Upon Findings of Fact Nos. 1-a through 1-g and 1-i, and provided the impermissible hosts with impermissible benefits, using money provided by members of the football staff, as detailed in Agreed-Upon Findings of Fact Nos. 9-d and 9-f.

### 2. [NCAA Division I Manual Bylaws 10.1, 10.1-(c) and 19.2.3-(b) (2021-22)]

Former assistant football coach 2 and enforcement staff agree that during his November 14, 2021, interview, after his employment with Tennessee had ended, former assistant football coach 2 violated the NCAA principles of ethical conduct and failed to cooperate when he knowingly provided false or misleading information to the institution and enforcement staff. Specifically, former assistant football coach 2 denied knowledge of, arranging for or providing impermissible inducements or benefits related to the impermissible COVID-19 recruiting dead period visits detailed in Agreed-Upon Findings of Fact Nos. 1, 3 and 9 of the notice of allegations for Case No. 01225. The factual record substantiates that former assistant football coach 2 arranged for and financed portions of the impermissible activities detailed in Agreed-Upon Finding of Fact No. 1; arranged for multiple impermissible hosts of prospects or their family members as detailed in Agreed-Upon Findings of Fact Nos. 1-a-(2), 1-a-(4), 1-b-(7) and 1-b-(8); and provided the impermissible hosts with impermissible benefits as detailed in Agreed-Upon Findings of Fact Nos. 3-b-(4) and 9-c.

**C. Agreed-upon aggravating and mitigating factors.**

Pursuant to Bylaw 19.5.12.1.3-(e), former assistant football coaches 1 and 2, former director of player personnel, former football recruiting assistant and enforcement staff agree that the aggravating and mitigating factors identified in the July 22, 2022, notices of allegations and indicated below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Aggravated for former assistant football coaches 1 and 2, former director of player personnel and former football recruiting assistant.

**Involved Individual (Former Assistant Football Coach 1):**

1. Aggravating factors (Bylaw 19.9.3).
  - a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].
  - b. Unethical conduct [Bylaw 19.9.3-(e)].
  - c. The violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].
  - d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
  - e. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].
  - f. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior Level I, Level II or major violations committed by the involved individual. [Bylaw 19.9.4-(h)].

**Involved Individual (Former Director of Player Personnel):**

1. Aggravating factors (Bylaw 19.9.3).
  - a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].
  - b. Unethical conduct [Bylaw 19.9.3-(e)].
  - c. The violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].



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d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].

2. Mitigating factor (Bylaw 19.9.4).

The absence of prior Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

**Involved Individual (Former Football Recruiting Assistant):**

1. Aggravating factors (Bylaw 19.9.3).

a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].

b. Unethical conduct [Bylaw 19.9.3-(e)].

c. The violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].

d. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].

e. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].

f. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].

2. Mitigating factor (Bylaw 19.9.4).

The absence of prior Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

**Involved Individual (Former Assistant Football Coach 2):**

1. Aggravating factors (Bylaw 19.9.3).

a. Multiple Level I violations by the involved individual [Bylaw 19.9.3-(a)].

b. Unethical conduct [Bylaw 19.9.3-(e)].

c. The violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.9.3-(f)].

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- d. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
  - e. One or more violations caused significant ineligibility or other substantial harm to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
  - f. Intentional, willful or blatant disregard for the NCAA constitution and bylaws [Bylaw 19.9.3-(m)].
  - g. Other facts warranting a higher penalty range [Bylaw 19.9.3-(o)].
2. Mitigating factor (Bylaw 19.9.4).

The absence of prior Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

None.

**V. PARTIES' AGREED-UPON PENALTIES**

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.5.12.1.3-(e), the parties agree to the following penalties:

**Core Penalties for Level I – Aggravated Violations (Bylaw 19.9.5)**

Show-cause orders [Bylaw 19.9.5.4]:

- a. The former assistant football coach 1 engaged in unethical conduct when he knowingly provided impermissible inducements and benefits to student-athletes and prospective student-athletes, their families and IAWPs and

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provided false or misleading information to the enforcement staff. Therefore, the former assistant football coach 1 shall be subject to a four-year show-cause order from February 14, 2023, through February 13, 2027. In accordance with Bylaw 19.9.5.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-3, any employing member institution shall restrict former assistant football coach 1 from all athletically related activity during the first three years of the show-cause period from February 14, 2023, through February 13, 2026. During the fourth year of the show-cause period from February 14, 2026, through February 13, 2027, any employing member institution shall restrict the former assistant football coach 1 from all off-campus recruiting activities, provide the former assistant football coach 1 with quarterly rules education specific to recruiting, impermissible benefits and ethical conduct, and the former assistant football coach 1 shall attend the NCAA Regional Rules Seminar. If the 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 Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

- b. The former director of player personnel engaged in unethical conduct when he knowingly provided impermissible inducements and benefits to student-athletes and prospective student-athletes, their families and IAWPs. Therefore, the former director of player personnel shall be subject to a four-year show-cause order from February 14, 2023, through February 13, 2027. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict the former director of player personnel from all athletically related activity during the first three years of the show-cause period from February 14, 2023, through February 13, 2026. During the fourth year of the show-cause period from February 14, 2026, through February 13, 2027, any employing member institution shall restrict the former director of player personnel from all off-campus recruiting activities, provide the former director of player personnel with quarterly rules education specific to recruiting, impermissible benefits and ethical conduct, and the former director of player personnel shall attend the NCAA Regional Rules Seminar. If the former director of player personnel 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.
- c. The former football recruiting assistant engaged in unethical conduct when he knowingly provided impermissible inducements and benefits to student-

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athletes and prospective student-athletes, their families and IAWPs and provided false or misleading information to the enforcement staff. Therefore, the former football recruiting assistant shall be subject to a three-year show-cause order from February 14, 2023, through February 13, 2026. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict the former football recruiting assistant from all athletically related activity during the show-cause period. If the former football recruiting assistant 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.

- d. The former assistant football coach 2 engaged in unethical conduct when he knowingly provided impermissible inducements and benefits to student-athletes and prospective student-athletes, their families and IAWPs and provided false or misleading information to the enforcement staff. Therefore, the former assistant football coach 2 shall be subject to a five-year show-cause order from February 14, 2023, through February 13, 2028. In accordance with Bylaw 19.9.5.4 and Committee on Infractions IOP 5-15-3, any employing member institution shall restrict the former assistant football coach 2 from all athletically related activity during the first three years of the show-cause period from February 14, 2023, through February 13, 2026. During the fourth year of the show-cause period from February 14, 2026, through February 13, 2027, any employing member institution shall restrict the former assistant football coach 2 from all off-campus recruiting activities, provide the former assistant coach with quarterly rules education specific to recruiting, impermissible benefits and ethical conduct, and the former assistant football coach 2 shall attend the NCAA Regional Rules Seminar. During the fifth year of the show-cause period from February 14, 2027, through February 13, 2028, any employing member institution shall provide the former assistant football coach 2 with quarterly rules education specific to recruiting, impermissible inducements and benefits and ethical conduct, and the former assistant football coach 2 shall attend the NCAA Regional Rules Seminar. If the former assistant football coach 2 becomes employed by a member institution in an athletically related position during the five-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.

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### **VI. PARTIES TO THE CASE**

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

Former assistant football coaches 1 and 2, former director of player personnel, former football recruiting assistant and enforcement staff.

#### **B. Not in agreement with the negotiated resolution.**

The institution, former head football coach, former assistant football coach 3, former director of recruiting and former assistant director of recruiting.

### **VII. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5, 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 each agree that, pursuant to Bylaw 19.1.1, the violations identified in this agreement occurred and should be classified as Level I – Aggravated.

If a hearing panel approves the negotiated resolution, former assistant football coaches 1 and 2, former football recruiting assistant and former director of player personnel agree that they will take every precaution to ensure that the terms of the penalties are observed. Former assistant football coaches 1 and 2, former football recruiting assistant and former director of player personnel 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 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by former assistant football coaches 1 and 2, former football recruiting assistant and former director of player personnel 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

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negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) 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 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 as Level I-Aggravated for the former assistant football coaches 1 and 2, former director of player personnel, former football recruiting assistant. The agreed-upon penalties align with the ranges identified for core penalties for Level I-Aggravated in Figure 19-1 and Bylaw 19.12.6 and the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises former assistant football coaches 1 and 2, former director of player personnel, former football recruiting assistant 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, the head softball coach and/or the then assistant softball coach 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  
Kay Norton, Chief Hearing Officer  
Vince Nicastro

**APPENDIX FOUR**  
**Identified Individuals Key**

Some involved individuals, prospects and student-athletes have different confidential designations in the negotiated resolution (NR) than in the Committee on Infractions (COI) decision. Additionally, some prospects and student-athletes specifically referenced in the NR are not referenced in the decision. This appendix clarifies the confidential designations and identifies the individuals who are not referenced in the COI decision.<sup>1</sup>

February 14, 2023, NR	July 14, 2023, COI Decision
<i>Prospects</i>	
Prospective student-athlete 1	Not referenced
Prospective student-athlete 2	Not referenced
Prospective student-athlete 3	Prospect 13
Prospective student-athlete 4	Prospect 8
Prospective student-athlete 5	Not referenced
Prospective student-athlete 6	Prospect 7
Prospective student-athlete 7	Not referenced
Prospective student-athlete 8	Prospect 3
Prospective student-athlete 9	Prospect 4
Prospective student-athlete 10	Prospect 9
Prospective student-athlete 11	Prospect 10
Prospective student-athlete 12	Not referenced
Prospective student-athlete 17	Not referenced
Prospective student-athlete 18	Not referenced
Prospective student-athlete 19	Not referenced
Prospective student-athlete 20	Prospect 11
Prospective student-athlete 21	Prospect 12
Prospective student-athlete 25	Not referenced
<i>Student-Athletes</i>	
Student-Athlete 1	Not referenced
Student-Athlete 2	Not referenced
Student-Athlete 3	Prospect 1
Student-Athlete 4	Not referenced
Student-Athlete 5	Not referenced
Student-Athlete 6	Not referenced
<i>Involved Individuals</i>	
Former Assistant Coach 1	Assistant coach 2
Former Assistant Coach 2	Assistant coach 1

<sup>1</sup> Student-athlete 1 and prospects 2, 5 and 14 are referenced in the COI decision but are not mentioned in the NR.