

NEGOTIATED RESOLUTION

University of Florida – Case No. 01010.

December 22, 2020

I. CASE SYNOPSIS

The institution, the assistant football coach, the head football coach and NCAA enforcement staff agree that between January and March 2019 the football program committed violations of NCAA recruiting legislation. The violations include two separate instances of impermissible recruiting activities. The parties also agree that the head football coach, as the head coach, is presumed responsible for the violations and did not rebut the presumption of responsibility as he was personally involved in one of the violations. The parties agree that this case is Level II – Mitigated for the institution, Level II – Standard for the head football coach and Level II – Mitigated for the assistant football coach.

In January 2019, the enforcement staff received information regarding a potential impermissible contact by the assistant football coach and the head football coach with a 2020 football prospective student-athlete at his high school in Seattle. The enforcement staff interviewed the prospective student-athlete and the prospect's head football coach, both of whom confirmed the contact. The prospective student-athlete also provided the enforcement staff with text messages that the head football coach sent to him in the days leading up to the January 14, 2019, visit. Specifically, on January 10, the head football coach texted the prospective student-athlete "Coming to see you Monday." and "You are on the top of my list." On January 13, the head football coach texted the prospective student-athlete a picture from the airport showing information on his flight to Seattle. When interviewed by the enforcement staff, both the assistant football coach and the head football coach admitted to having a 15-minute meeting with the prospect's head football coach while the prospective student-athlete was in the room. The head football coach further acknowledged that he sent the prospective student-athlete text messages in anticipation of the trip. Accordingly, the institution, the head football coach and enforcement staff agree that he failed to promote an atmosphere of compliance due to his personal involvement in the violation.

Additionally, while the institution and enforcement staff were investigating the contact with the prospective student-athlete, the institution self-reported a Level III violation resulting from a series of unofficial visits to its campus. Specifically, seven nonscholastic football teams visited the institution's football offices March 28 and 29, 2019, on their way to a competition in Tampa, Florida. A total of 127 football prospective student-athletes received a tour of the facilities during the visit. While on the tour, the assistant football coach had incidental contact with several prospective student-athletes and posed for a photo with at least one of the teams.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaw 13.1.1.1 (2018-2019)] (Level II)

The institution, the assistant football coach, the head football coach and enforcement staff agree that January 14, 2019, the assistant football coach and the head football coach arranged for and had an impermissible off-campus recruiting contact with a prospective student-athlete at his high school before July 1 following the completion of his junior year. Specifically, the assistant football coach and the head football coach met with the prospect's head football coach while the prospective student-athlete was in the room for approximately 15 minutes and discussed the institution's interest in the prospective student-athlete enrolling as a football student-athlete.

2. [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19)] (Level II)

The institution, the head football coach and enforcement staff agree that the head football coach is presumed responsible for the violation detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, regarding the violation detailed in Agreed-Upon Finding of Fact No. 1, the head football coach did not demonstrate that he promoted an atmosphere of compliance due to his personal involvement in the violation.

3. [NCAA Division I Manual Bylaw 13.1.6.2-(b) (2018-19)] (Level III)

The institution and enforcement staff agree that March 28 and 29, 2019, members of the football coaching staff had impermissible contact with approximately 127 football prospective student-athletes while the prospective student-athletes were traveling to an away-from-home competition. Specifically, seven nonscholastic football teams visited the institution's campus on their way to Tampa for a nonscholastic football competition. While on campus, the football prospective student-athletes visited the football offices and toured the facilities. At least one of the nonscholastic teams had contact and posed for pictures with a member of the football coaching staff.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated for the institution, Level II – Standard for the head football coach and Level II – Mitigated for the assistant football coach.

Institution:

1. Aggravating factors [Bylaw 19.9.3].
 - a. A history of Level I, II or major violations by the institution [Bylaw 19.9.3-(b)].¹
 - b. Multiple Level II violations by the institution [Bylaw 19.9.3-(g)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].
2. Mitigating factors (Bylaw 19.9.4).
 - a. Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties [Bylaw 19.9.4-(b)].
 - b. Affirmative steps to expedite final resolution of the matter [Bylaw 19.9.4-(c)].
 - c. An established history of self-reporting Level III or secondary violations [Bylaw 19.9.4-(d)].²
 - d. Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards [Bylaw 19.9.4-(e)].

Involved Individual (head football coach):³

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level II violations by the involved individual [Bylaw 19.9.3-(g)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.9.3-(h)].

¹ Given that this is the institution's second Level II infractions case in five years involving the same type of violation in the same program (albeit under a different coaching staff), the parties did not minimize the weight of its history of Level I, II or major violations. Even so, the weight and number of the institution's mitigating factors outweigh aggravating factors in this case, resulting in a Level II–Mitigated classification.

² The institution reported 40 Level III or secondary violations from 2015 to 2020, approximately eight violations each year.

³ The parties believe more weight should be given to Bylaw 19.9.3-(h) because the head football coach was directly involved in the violation.

2. Mitigating factors (Bylaw 19.9.4).

- a. Prompt acknowledgment of the violation and acceptance of responsibility. [Bylaw 19.9.4-(b)].
- b. Affirmative steps to expedite final resolution of the matter [Bylaw 19.9.4-(c)].
- c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.9.4-(h)].

Involved Individual (assistant football coach):

1. Aggravating factor(s) (Bylaw 19.9.3).

None.

2. Mitigating factors (Bylaw 19.9.4).

- a. Prompt acknowledgement of the violation and acceptance of responsibility [Bylaw 19.9.4-(b)].
- b. The absence of prior conclusions of Level I, Level II or major violations [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 PENALTIES⁴

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

⁴ If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head football coach restrictions, unless otherwise noted.

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

Core Penalties for Level II – Mitigated Violations (Bylaw 19.9.5)

1. Probation: One year of probation from December 22, 2020, through December 21, 2021.⁵
2. Financial Penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Recruiting Restrictions:
 - a. The institution reduced the number of official visits for football by one during the 2019-20 academic year.
 - b. The institution reduced the number of unofficial visits for football by 14 days during the 2019-20 academic year.
 - c. The institution shall impose a seven-day off-campus recruiting ban for the entire football coaching staff for the spring of 2021 off-campus recruiting period.

Core Penalties for Level II – Standard Violations (Bylaw 19.9.5)

4. Show-cause order: The head football coach was personally involved in the recruiting violations. Therefore, the head football coach will be subject to a one-year show-cause order from December 22, 2020, through December 21, 2021. In accordance with Bylaw 19.9.5.4 and NCAA Division I Committee on Infractions Internal Operating Procedure 5-15-3, any employing member institution shall restrict the head football coach as follows:
 - a. The institution shall impose an off-campus recruiting ban on the head football coach for the entire fall of 2020 evaluation period.
 - b. The institution shall impose a four-day off-campus recruiting ban on the head football coach during the November and/or December 2021 contact period as defined by Bylaw 13.17.5.1-(b).
 - c. The institution or any member institution that employs the head football coach in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

⁵ Institutions must serve probation during the prescribed penalty period. The COVID-19 next available opportunity penalty methodology does not apply.

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.9.7)

5. Public reprimand and censure.
6. The institution ceased the recruitment of the prospective student-athlete.
7. The institution shall ban the recruitment of any prospective football student-athletes at the prospect's in Seattle for the 2019-20 through 2021-22 academic years.
8. The institution will issue a letter of reprimand to the head football coach and provide additional one-on-one rules education.
9. The institution imposed a 30-day off-campus recruiting ban on the assistant football coach beginning October 1, 2019, of the fall of 2019 evaluation period.
10. The institution banned the assistant football coach from off-campus recruiting for three days of the January 2020 contact period.
11. The institution will issue a letter of reprimand to the assistant football coach and provide additional one-on-one rules education.
12. Other penalties as appropriate, in football:
 - a. The institution reduced the fall of 2019 evaluations from 42 to 21.
 - b. The institution banned the football coaching staff from making telephone calls to involved prospective student-athletes from April 15 through May 31, 2019.
 - c. The institution banned the football coaching staff from making telephone calls to involved prospective student-athletes from September 10 through October 9, 2019.
 - d. The institution banned the assistant coach from engaging in off-campus recruiting for 30 days beginning September 1, 2019, of the fall of 2019 evaluation period.
 - e. The institution issued letters of reprimand to involved coach and non-coaching staff members.

13. During the period of probation, the institution shall:

- a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
- b. Submit a preliminary report to the OCOI by February 15, 2021, 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 November 1, during each year of probation. Particular emphasis shall be placed on the institution's compliance measures taken to ensure adherence with NCAA recruiting legislation and related rules education.
- d. Inform prospects in all affected sports programs in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
- e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main webpage "landing page" and in the media guides for the of the involved sports program(s) for the entire term of probation. 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.

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

Additional Penalties for Level II – Standard Violations (Bylaw 19.9.7)

15. The institution imposed a 30-day off-campus recruiting ban on the head football coach beginning October 1, 2019, of the fall of 2019 evaluation period.
16. The institution imposed an off-campus recruiting ban on the head football coach for the first 10 days of the January 2020 contact period.

VI. 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 Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement should be classified as Level II – Mitigated for the institution, Level II – Standard for the head football coach and Level II – Mitigated for the assistant football coach.

If a hearing panel approves the negotiated resolution, the institution, the assistant football coach and the head football coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, the assistant football coach and the head football coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The OCOI will monitor the penalties during their effective periods. Any action by the institution, the assistant football coach and the head football coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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. Additionally, the parties acknowledge that this negotiated resolution will not be binding if the case is referred to the independent accountability resolution process (Bylaw 19.11).

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the 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 to waive NCAA appellate opportunities.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing 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 19.5.12.2. In this case, the hearing panel determines that the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for Florida and the assistant coach's violations. The panel classified the head football coach's violations as Level II-Standard. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level II-Standard violations in Figure 19-1 and Bylaw 19.9.5 and with the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises Florida, the head football coach and the assistant football coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution, head football coach or assistant football 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
Carol Cartwright, chief hearing officer
Sankar Suryanarayan
Sarah Wake