

NEGOTIATED RESOLUTION¹

University of Tennessee at Martin – Case No. 020274

May 2, 2025

I. CASE SYNOPSIS

The University of Tennessee at Martin; Brian Dunn (Dunn), former head softball coach; Chelsea Farmer (Farmer), former assistant and current head softball coach; Leslie Gillies (Gillies), former assistant women's soccer coach; Philip McNamara (McNamara), former head women's soccer coach; and the NCAA enforcement staff agree with the violations and penalties detailed below. The institution modeled behaviors to merit exemplary cooperation as outlined in NCAA Bylaw 19.2.1.1 and worked closely with the enforcement staff to assist in a collaborative investigation. Accordingly, the parties agree the case should be resolved as Level II – Mitigated for the institution. The parties also agree the case should be resolved as Level II – Mitigated for Gillies, Level II – Standard for Farmer, and Level II – Aggravated for Dunn and McNamara.

Women's soccer.

On April 27, 2023, two women's soccer student-athletes met with the institution's athletics compliance staff to discuss concerns related to mid-year scholarship increases associated with donations to the Captain's Challenge.² Athletics compliance advised the student-athletes and their families to send their concerns in writing to the vice chancellor and director of athletics. The parents' emails outlined allegations related to McNamara's, then head women's soccer coach, directive that each member of the women's soccer program donate \$300 to the Captain's Challenge.

The institution initiated an internal investigation that revealed a scheme in which McNamara facilitated permissible mid-year athletics scholarship increases for four women's soccer student-athletes but directed them to return money to the coaches so it could be re-distributed to other women's soccer student-athletes and other donors as reimbursement for their Captain's Challenge donations. Specifically, on March 31, 2023, McNamara requested the mid-year scholarship increases and, on April 3, he and Gillies held a team meeting to discuss the annual Captain's Challenge. McNamara directed members of the women's soccer team to donate \$300 to the fundraiser but also noted they would be reimbursed for their donations. McNamara then met separately with the four student-athletes who received \$3,000 mid-year scholarship increases and directed them to return the money so their teammates and others could be reimbursed for their Captain's Challenge donations.

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

² The institution's foundation raises funds throughout the year to use as matching dollars for an initiative called the Captain's Challenge. Various departments across campus compete to garner funds for their operating budgets. The foundation matches donations up to \$300.

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In April 2023, three women's soccer student-athletes returned their mid-year scholarship increases to Gillies and/or McNamara via cash or Venmo. The fourth student-athlete directly reimbursed teammates with her mid-year scholarship increase at Gillies' and McNamara's direction. In total, the returned funds went to 11 women's soccer student-athletes and several other individuals, including women's soccer staff members and individuals affiliated with the program, who donated to the Captain's Challenge. The re-distribution of these funds resulted in impermissible reductions of aid for the four student-athletes who received the scholarship increases and impermissible extra benefits for the 11 women's soccer student-athletes who were reimbursed for their Captain's Challenge donations.³ In May 2023, the institution self-reported the violations to the enforcement staff and worked collaboratively with the enforcement staff throughout the investigation, which substantiated the violations.

Softball.

On January 19, 2024, the institution notified the enforcement staff and shared information about potential violations within the softball program related to fundraising activities. The institution's internal investigation demonstrated that the fundraising concerns were not NCAA bylaw violations. However, the investigation uncovered potential NCAA financial aid violations related to impermissible reductions of athletics aid tied to permissible mid-year scholarship increases. Similar to the issues in the women's soccer program, the initial information indicated that Dunn, then head softball coach, facilitated permissible mid-year scholarship increases for multiple softball student-athletes and student managers during the 2022-23 academic year but subsequently requested the scholarship recipients to donate a portion of the money back to him to fund team expenses (e.g., team travel). In total, three softball student-athletes received permissible mid-year scholarship increases totaling \$10,000, \$4,000 of which was returned to Dunn via cash or check. The investigation did not establish how Dunn used the returned funds, including whether the money was applied to team-related expenses.

Following the institution's internal investigation of the scholarship issues in softball, the institution and enforcement staff conducted a collaborative supplemental investigation, which revealed unrelated violations of tryout and recruiting legislation associated with non-approved, off-campus softball camps. Specifically, Dunn and members of the softball staff, including Farmer, emailed more than 600 prospective student-athletes prior to September 1 of their junior years in high school inviting the prospects to attend off-campus camps referred to as "prospect events." Many of the emails contained recruiting language that included the coaches expressing their interest in evaluating the campers for recruiting purposes. Dunn created and oversaw the "prospect events" and directed Farmer and others on his staff to handle the bulk of the email invitations and event logistics, including registration and payment (which ultimately went to Dunn). Dunn directed his staff to bypass the institution's normal camp procedures in arranging the "prospect events."

³ Following the submission of this NR, the NCAA Division I Committee on Infractions confirmed with the NCAA enforcement staff that no ineligible competition occurred as a result of the agreed-upon impermissible extra benefits.

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Dunn's and McNamara's involvement in the violations also constituted violations of NCAA head coach responsibility legislation.

Finally, the institution failed to adequately monitor its women's soccer and softball programs when it did not ensure compliance with financial aid and recruiting legislation. Further, the institution did not effectively detect and deter the impermissible contact violations or provide adequate education to the softball coaches regarding camp and tryout legislation.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)] (Level II)

The institution, Dunn and enforcement staff agree that in the spring of 2023, Dunn violated the NCAA principles of ethical conduct when Dunn knowingly directed three softball student-athletes (Student-Athlete 1, Student-Athlete 2 and Student-Athlete 3) to return to Dunn a portion of their mid-year scholarship increases. As a result, the institution impermissibly reduced the student-athletes' athletically related financial aid and failed to notify in writing that their institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. Specifically:

- a. In January 2023, Dunn requested Student-Athlete 1 return to him \$3,000 of her \$6,000 mid-year scholarship increase. On February 3, 2023, Student-Athlete 1's father wrote Dunn a personal check for \$3,000. As a result of Dunn's actions, the institution impermissibly reduced Student-Athlete 1's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]
- b. In January 2023, Dunn requested Student-Athlete 2 to give \$500 of her \$1,500 mid-year scholarship increase to the Captain's Challenge institutional fundraiser. Student-Athlete 2's family made a \$500 donation to the Captain's Challenge. As a result of Dunn's actions, the institution impermissibly reduced Student-Athlete 2's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]
- c. In the spring of 2023, Dunn requested Student-Athlete 3 to return to him \$500 of her \$2,500 mid-year scholarship increase. Student-Athlete 3 gave Dunn \$500 in cash. As a result of Dunn's actions, the institution impermissibly reduced Student-Athlete 3's athletically

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related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]

2. [NCAA Division I Manual Bylaws 13.4.1.1 (2021-22 and 2022-23); 13.4.1 (2021-22 through 2023-24); 13.1.1.1.5 and 13.11.2.3 (2022-23); 13.7.1.2, 13.11.1, 13.11.1.2 and 13.12.1.3 (2022-23 and 2023-24); and 13.1.1.1.1, 13.4.1.2 and 13.11.2.4 (2023-24)] (Level II)

The institution, Dunn, Farmer and enforcement staff agree that from August 2021 through December 2023, Dunn and Farmer engaged in impermissible recruiting activities with at least 612 softball prospective student-athletes. Specifically:

- a. From August 2021 through December 2023, Dunn, and Farmer sent impermissible electronic recruiting correspondence to at least 512 softball prospective student-athletes prior to September 1 at the beginning of their junior year in high school. [NCAA Bylaws 13.4.1.1 (2021-22 and 2022-23), 13.4.1 (2021-22 through 2023-24) and 13.4.1.2 (2023-24)]
- b. From June through December 2023, the softball program, including Dunn and Farmer, had impermissible off-campus contact and held impermissible tryouts with 100 softball prospective student-athletes. Specifically, Dunn and Farmer conducted four off-campus “prospect events” that were not open to any and all entrants. As a result, 100 softball prospective student-athletes participated in impermissible tryouts. [NCAA Bylaws 13.1.1.1.5 and 13.11.2.3 (2022-23); 13.7.1.2, 13.11.1, 13.11.1.2 and 13.12.1.3 (2022-23 and 2023-24); and 13.1.1.1.1 and 13.11.2.4 (2023-24)]

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2021-22 through 2023-24)] (Level II)

The institution, Dunn and enforcement staff agree that from August 2021 through December 2022, Dunn is presumed responsible for the violations detailed in Agreed-Upon Finding of Fact No. 2-a and did not rebut the presumption of responsibility. Specifically, Dunn did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in the violations. Additionally, Dunn is responsible for the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2 that occurred on or after January 1, 2023.

4. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 15.3.2.3, 15.3.4.2 and 16.11.2.1 (2022-23)] (Level II)

The institution, Gillies, McNamara and enforcement staff agree that in the spring of 2023, Gillies and McNamara violated the NCAA principles of ethical conduct when Gillies and McNamara knowingly directed four women’s soccer student-athletes (Student-Athlete 4, Student-Athlete 5, Student-Athlete 6 and Student-Athlete 7) to return their mid-year scholarship increases

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in order to reimburse other women's student-athletes and other individuals associated with the program for their donations to the Captain's Challenge fundraiser. In total, the four student-athletes returned \$11,400, \$2,700 of which went to nine women's soccer student-athletes who each contributed \$300 to the Captain's Challenge institutional fundraiser. As a result of McNamara and Gillies' direction to the four women's soccer student-athletes, the institution failed to notify in writing that their institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. Specifically:

- a. In April 2023, McNamara directed Student-Athlete 4 to return her \$3,000 mid-year scholarship increase. Student-Athlete 4 gave Gillies \$3,000 via Venmo. Gillies then gave McNamara \$3,000 in cash. As a result of McNamara and Gilles' actions, the institution impermissibly reduced Student-Athlete 4's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]
- b. In April 2023, McNamara directed Student-Athlete 5 to return \$2,700 of her \$3,000 mid-year scholarship increase. Student-Athlete 5 left \$2,700 in cash in her locker and McNamara directed Gillies to get the cash from Student-Athlete 5's locker and give it to him. As a result of McNamara and Gilles' actions, the institution impermissibly reduced Student-Athlete 5's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]
- c. In April 2023, McNamara directed Student-Athlete 6 to return her \$3,000 mid-year scholarship increase. After Student-Athlete 6 cashed her scholarship check, Gillies directed Student-Athlete 6 to put \$3,000 cash on McNamara's desk. As a result of McNamara's and Gilles' actions, the institution impermissibly reduced Student-Athlete 6's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction. [NCAA Bylaws 10.01.1, 10.1, 15.3.2.3 and 15.3.4.2 (2022-23)]
- d. In April 2023, McNamara and Gillies directed Student-Athlete 7 to return \$2,700 of her \$3,000 mid-year scholarship increase. Student-Athlete 7 distributed \$300 cash to nine women's soccer student-athletes identified by Gillies. As a result of McNamara and Gilles' actions, the institution impermissibly reduced Student-Athlete 7's athletically related financial aid and failed to notify in writing that her institutional athletics aid was reduced during the period of the award and of the opportunity for a hearing regarding the reduction.

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Additionally, the distribution of cash to the nine student-athletes constituted an impermissible benefit. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 15.3.2.3, 15.3.4.2 and 16.11.2.1 (2022-23)]

5. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level II)

The institution, McNamara and enforcement staff agree that during the spring of 2023, McNamara is responsible for the violations detailed in Agreed-Upon Finding of Fact No. 4.

6. [NCAA Division I Manual Bylaw 8.01.3 (2022-23 and 2023-24)] (Level II)

The institution and enforcement staff agree that from August 2021 through December 2023, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1, 2 and 4 demonstrate that the institution failed to adequately monitor its women's soccer and softball programs to ensure compliance with financial aid and recruiting legislation. Although the institution appropriately administered the mid-year scholarship increases in the women's soccer and softball programs, it did not detect or deter the coaches' impermissible actions that resulted in the reduction of aid violations in Agreed-Upon Finding of Fact Nos. 1 and 4. Additionally, the institution did not effectively detect and deter the recruiting and tryout violations related to the "prospect event" camps detailed in Agreed-Upon Finding of Fact No. 2, which included deficiencies with regard to educating softball staff on NCAA camps and tryout legislation.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The institution and enforcement staff further agree that the institution demonstrated exemplary cooperation as outlined in Bylaw 19.2.1.1 in the investigation of these matters. The institution's efforts satisfied multiple exemplary cooperation criteria, including expending significant resources to thoroughly and immediately investigate each issue, securing meaningful cooperation of multiple individuals who were not required to participate with the investigation, detecting and immediately reporting additional violations of which the enforcement staff was not aware, providing timely reports and updates to the enforcement staff and preserving valuable records and information in furtherance of the investigation. The institution also provided the enforcement staff with an extensive self-report that detailed the potential women's soccer violations, including interview transcripts and Venmo and bank receipts.

The institution discovered the softball violations during the processing of the women's soccer violations and immediately reported the issues to the enforcement staff. Through collaborating with the enforcement staff, the institution initiated a thorough review of the information and, within days, conducted in-person interviews of multiple softball student-athletes and their parents and collected numerous relevant records (e.g., copies of financial records and cancelled checks). This initial investigation of the softball program scholarship issues uncovered additional violations in softball related to impermissible camps and tryouts, which were also immediately reported to

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the enforcement staff. Throughout the investigation, the institution expended substantial resources to produce tens of thousands of emails in an easy to review format for the enforcement staff and identified key individuals to be interviewed. Further, the institution consistently sought the truth and asked difficult questions of individuals. Accordingly, pursuant to Bylaw 19.12.5.1, the parties agree the hearing panel of the NCAA Division I Committee on Infractions could determine that exemplary cooperation applies, reduce the institution's case by one classification and process it as Level II – Mitigated.

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 and Gillies, Level II – Standard for Farmer, and Level II – Aggravated for Dunn and McNamara. In reaching a mitigated classification for Gillies, the parties agreed that additional weight should be given to “affirmative steps to expedite the final resolution of the matter” and “prompt acknowledgement and acceptance of responsibility for the violations.” Specifically, Gillies promptly acknowledged her role in the women's soccer violations and was able to provide McNamara's WhatsApp contact information that the enforcement staff otherwise could not locate. Gillies' counsel immediately agreed to process this matter via negotiated resolution prior to the discovery of the softball violations.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.1-(d)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct [Bylaw 19.12.3.1-(e)].
 - d. Intentional, willful, or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].
 - b. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
 - c. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.1-(d)].

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- d. The absence of prior conclusions of Level I, Level II or major violations within the past 10 years [Bylaw 19.12.4.1-(g)].
- e. Securing the meaningful cooperation of an individual who does not have an affirmative obligation to cooperate under Bylaw 19.2.1 [Bylaw 19.12.4.1- (h)].

Involved Individual (Dunn):

- 1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - d. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.12.3.2-(f)].
 - e. Intentional, willful, or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
- 2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite the final resolution of the matter [Bylaw 19.12.4.2-(d)].
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (Farmer):

- 1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - b. Intentional, willful, or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].

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2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite the final resolution of the matter [Bylaw 19.12.4.2-(d)].
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

Involved Individual (McNamara):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Multiple Level I and/or Level II violations [Bylaw 19.12.3.2-(a)].
 - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
 - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - d. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.12.3.2-(f)].
 - e. Intentional, willful, or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Affirmative steps to expedite the final resolution of the matter [Bylaw 19.12.4.2-(d)]
 - b. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

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Involved Individual (Gillies):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
 - b. Conduct or circumstances demonstrating an abuse of a position of trust [Bylaw 19.12.3.2-(f)].
 - c. Intentional, willful, or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].
2. Mitigating factors (Bylaw 19.12.4.2).
 - a. Prompt acknowledgement of and acceptance of responsibility for the violations [Bylaw 19.12.4.2-(b)].
 - b. Affirmative steps to expedite the final resolution of the matter [Bylaw 19.12.4.2-(d)].
 - c. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

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.

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

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

1. One year of probation from **May 2, 2025, through May 1, 2026**.
2. The institution shall pay a fine of \$25,000.
3. Scholarship reductions: For the 2025-26 academic year the institution shall either reduce women's soccer's scholarship allotment by one full equivalency or assess a reduction of one roster spot.⁵
4. Recruiting restrictions: The institution shall prohibit the softball program from all recruiting activities, including official visits, unofficial visits, communications and off-campus contacts and evaluations, for two weeks during the 2024-25 academic year.

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

5. Show-cause order: Dunn violated the NCAA principles of ethical conduct when he knowingly directed three softball student-athletes to pay him in cash from their mid-year scholarship increases. Therefore, Dunn shall be subject to a two-year show-cause order from **May 2, 2025, through May 1, 2027**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (COI IOP) 5-15-5, any employing member institution shall restrict Dunn from all athletically related activity during the first two years of the show-cause period. Any member institution that employs Dunn in an athletically related position during the two-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.

⁴ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁵ This penalty depends on whether the institution opts into the *House* settlement procedures.

6. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Dunn in an athletically related position shall suspend Dunn from 50 percent of softball regular season contests during the first season of employment within the two years of the show-cause period. Because the show-cause order restricts Dunn from all athletically related activity during the first two years of the show-cause period, the suspension is subsumed within the show-cause order. The provisions of this suspension apply to all athletically related duties and require that Dunn not be present with or have contact or communication with softball coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, Dunn may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Dunn on a temporary basis during the period of suspension. The results of those contests from which Dunn is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

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

7. Show-cause order: McNamara violated the NCAA principles of ethical conduct when he knowingly directed four women's soccer student-athletes to return or use mid-year scholarship increases to give impermissible benefits to women's soccer student-athletes. Therefore, McNamara shall be subject to a two-year show-cause order from **May 2, 2025, through May 1, 2027**. In accordance with Bylaw 19.12.7.4 and COI IOP 5-15-5, any employing member institution shall restrict McNamara from all athletically related activity during the first two years of the show-cause period. Any member institution that employs McNamara in an athletically related position during the two-year show-cause period, 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.
8. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs McNamara in an athletically related position shall suspend McNamara from 50 percent of women's soccer regular season contests during the first season of employment within the two years of the show-cause period. Because the show-cause order restricts McNamara from all athletically related activity during the first two years of the show-cause period, the suspension is subsumed within the show-cause order. The provisions of this suspension apply to all athletically related duties and require that McNamara not be present with or have contact or communication with women's soccer coaching staff members or student-athletes during the suspension period. The

prohibition includes all coaching activities for the suspension period that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During the suspension period, McNamara may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace McNamara on a temporary basis during the period of suspension. The results of those contests from which McNamara is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

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

9. Show-cause order: Farmer violated recruiting legislation. Therefore, Farmer shall be subject to a one-year show-cause order from **May 2, 2025, through May 1, 2026**. In accordance with Bylaw 19.12.7.4 and COI IOP 5-15-5, Farmer is subject to the two-week recruiting ban outlined in Penalty No. 4. Any member institution that employs Farmer 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 OCOI to make arrangements to show cause why the terms of the order should not apply.

10. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, the institution suspended Farmer from five softball contests from February 7 through 9, 2025. The provisions of the suspension required Farmer not to travel with the team and not be present in the facility where the contests were played. The prohibition included all coaching activities for the period of time that began at 12:01 a.m. on the day of the first contest and ended at 11:59 p.m. on the date of the last contest. During that period, Farmer was not permitted to participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings; however, Farmer was permitted to communicate with her staff as needed during the trip regarding travel logistics, student-athlete health and safety, and other matters unrelated to the competition. The institution did not utilize Bylaw 11.02.2.1 to replace Farmer on a temporary basis during the period of suspension. The results of those contests from which Farmer was suspended shall not count toward her career coaching record.⁶

⁶ The institution, Farmer and enforcement staff agreed to allow Farmer to communicate with her staff as needed during the away contests. The 2025 season is Farmer's first as head coach and she has an entirely new staff, including her husband as assistant coach. The parties agreed to allow Farmer to communicate with her husband and staff as needed via phone calls, texts and email to ensure the contests ran smoothly and safely.

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

11. Show-cause order: Gillies violated the NCAA principles of ethical conduct when she knowingly directed women's soccer student-athletes to return or use mid-year scholarship increases to give impermissible benefits to women's soccer student-athletes. Therefore, Gillies shall be subject to a one-year show-cause order from **May 2, 2025, through May 1, 2026**. In accordance with Bylaw 19.12.7.4 and COI IOP 5-15-5, any employing member institution shall ensure Gillies is suspended from two soccer contests and attend the NCAA Regional Rules Seminar at her own expense. Any member institution that employs Gillies 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 OCOI to make arrangements to show cause why the terms of the order should not apply.
12. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, any member institution that employs Gillies in an athletically related position shall suspend Gillies from 10 percent of the women's soccer regular season contests during the one-year show-cause period. This suspension corresponds with two regular season contests. The provisions of the suspension require Gillies not be present in the facility where the contests are played and have no contact or communication with the soccer coaching staff members or student-athletes during the contest suspension period. The suspension begins on the date of the first scheduled contest of conference play. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. the day of the last contest. During that period, Gillies may not participate in any coaching activities, including but not limited to team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Gillies on a temporary basis during the period of suspension. The results of those contests from which Gillies is suspended shall not count toward the coach's career record if she is in the role of a head coach at the time of suspension.

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.12.9)

13. Public reprimand and censure through the release of the negotiated resolution agreement.
14. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for financial aid and recruiting legislation.

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- b. Submit a preliminary report to the OCOI by **June 15, 2025**, 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 **March 31st** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to financial aid and recruiting.
 - d. Inform prospects in the women's soccer and softball 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 the institution's written offer of admission and/or financial aid.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the women's soccer and softball programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
15. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's chancellor shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VI. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the 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

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and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified Level II – Mitigated for the institution and Gillies; Level II – Standard for Farmer; and Level II – Aggravated for Dunn and McNamara.

If a hearing panel approves the negotiated resolution, the institution, Dunn, Farmer, Gillies, McNamara and enforcement staff agree with the violations and penalties detailed below and agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, Dunn, Farmer, Gillies and McNamara acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution, Dunn, Farmer, Gillies or McNamara contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

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

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

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for UT Martin and Gillies; Level II-Standard for Farmer; and Level II-Aggravated for Dunn and McNamara. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated, Level II-Standard and Level II-Aggravated cases in Figure 19-1 and Bylaw 19.12.7

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and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

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

Cassandra Kirk

Vince Nicastro, chief hearing officer

Kay Norton