



**UNIVERSITY OF SOUTH CAROLINA, COLUMBIA**  
**PUBLIC INFRACTIONS DECISION**  
**FEBRUARY 25, 2021**

## **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 public. The COI is charged with deciding infractions cases involving member institutions and their staffs.<sup>1</sup> The conduct at issue in this case was related to a broader scheme that involved money and influence at the intersection of collegiate and professional basketball. The scheme resulted in the arrest and prosecution of multiple individuals—including college basketball coaches—on conspiracy and bribery charges, and it has led to significant reforms to strengthen the NCAA Collegiate Model.<sup>2</sup> This case centered on the unethical conduct of the former assistant men's basketball coach at the University of South Carolina, Columbia, who was involved in the bribery scheme to sell access to student-athletes.<sup>3</sup> Additionally, following his separation from South Carolina, the assistant coach failed to cooperate with the investigation in this matter.

A panel of the COI considered this case through the cooperative summary disposition process in which all participating parties agreed to the primary facts and violations, as fully set forth in the summary disposition report (SDR). Through that process, the panel accepted the penalties proposed by South Carolina and proposed an additional core penalty for the assistant coach. The assistant coach did not respond to the proposed penalty. Pursuant to NCAA Bylaw 19.6.4.5, neither party has the opportunity to appeal.

From August 2015 through March 2016, the assistant coach accepted bribe payments from an individual associated with a professional sports agent who wanted to gain access to student-athletes with NBA potential. South Carolina and the NCAA enforcement staff agreed that the

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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> In August 2018, the NCAA Board of Governors and the Division I Board of Directors adopted a series of significant policy and legislative changes based on the recommendations of the Commission on College Basketball. NCAA leaders announced that these changes would accomplish the following: (1) provide college basketball players more freedom and flexibility to decide their future; (2) minimize the leverage of outside influences on high school recruits and college athletes; (3) add independent voices in the areas of policymaking, investigations and case resolution; and (4) strengthen accountability and deter rule-breaking with harsher penalties for those who violate the rules.

<sup>3</sup> Although related to a broader scheme, the COI decided this case based solely on the parties' agreed-upon and uncontested facts surrounding the conduct of the assistant coach. A member of the Southeastern Conference, South Carolina has a total enrollment of approximately 34,795 students. It sponsors nine men's and 12 women's sports. This is the institution's eighth Level I, Level II or major case. South Carolina had previous cases in 2019 (football), 2017 (football), 2012 (football, track and field, and men's basketball), 2005 (football), 1991 (men's basketball), 1987 (men's basketball) and 1967 (football and men's basketball).

agent associate provided the assistant coach with approximately \$3,356 to \$5,856 in bribes. In exchange, the assistant coach agreed to arrange meetings with a South Carolina men's basketball student-athlete and his family and influence them to retain the agent's professional services.

Although the assistant coach accepted the bribes for the purpose of providing access to the student-athlete, he did not actually arrange any meetings between student-athletes and agents or financial advisors while he was employed at South Carolina. He left the employment of South Carolina in April 2016 to take an associate head coach position at another NCAA member institution, where two financial advisors took over the bribe payments previously made by the agent associate.

During federal criminal proceedings, the assistant coach acknowledged that he abused his position of trust and exposed his employers to NCAA violations by engaging in this conduct. He stated that he participated in the bribery scheme because he thought it was "an easy way to make money." The assistant coach's conduct does serious harm to the integrity of the Collegiate Model and constitutes a Level I violation.

After his separation from South Carolina—and subsequent employment and separation from another member institution—the assistant coach committed further violations when he failed to cooperate with the investigation in this case. Beginning in June 2019, he failed to respond to multiple requests to participate in an interview with the NCAA enforcement staff and to provide information relevant to the investigation. When individuals fail to cooperate with the infractions process, they critically hinder the effectiveness of the membership's infractions model. The assistant coach failed to meet his obligation to cooperate and violated ethical conduct legislation when he refused to participate in the investigation and processing of this case. These are Level I violations.

The panel accepts the parties' factual agreements and concludes that violations occurred. After considering applicable aggravating and mitigating factors, the panel classifies South Carolina's case as Level I-Mitigated and the assistant coach's violations as Level I-Aggravated. Utilizing the current penalty guidelines and NCAA bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: two years of probation, a fine of \$5,000, recruiting restrictions and a 10-year show-cause order for the assistant coach.

## **II. CASE HISTORY**

The events at the center of this case came to light on September 26, 2017, when FBI agents arrested the institution's former assistant men's basketball coach (assistant coach) in connection with an indictment and federal criminal complaint filed in the United States District Court for the Southern District of New York (SDNY). The complaint alleged in Count One that beginning in 2016 and continuing into 2017, two financial advisors and an individual who was associated with a professional sports agent (agent associate) paid at least \$22,000 in bribes to

the assistant coach during his employment at two NCAA Division I member institutions.<sup>4</sup> In return for the bribe payments, the complaint alleged that the assistant coach agreed to use his position as a coach—first at South Carolina, then at another member institution—to influence student-athletes to retain the professional services of the financial advisors and agent once the student-athletes entered the NBA.

On the day of the arrest, the NCAA enforcement staff contacted athletics department staff members at South Carolina and began a collaborative investigation with the institution.<sup>5</sup> The following day, however, the enforcement staff notified the institution that it would suspend its own investigation so as not to obstruct the federal prosecution. The enforcement staff also informed the institution that the institution could continue to conduct its own review subject to any limitations imposed by the federal government.

The assistant coach pled guilty to Count One of the indictment on January 30, 2019. On May 8, 2019, following a jury trial, the agent associate was convicted of paying bribes. Shortly after the agent associate's conviction, the institution and enforcement staff resumed their collaborative investigation into potential NCAA violations.

Immediately following the assistant coach's sentencing in June 2019, the enforcement staff made multiple attempts to secure his participation in an interview. The assistant coach did not respond to the interview requests. In December 2019, the assistant coach retained new counsel, who informed the enforcement staff that his client intended to participate in the processing of this case. The enforcement staff provided the assistant coach's new counsel with drafts of the processing documents, and the staff renewed its request for an interview. However, neither the assistant coach nor his counsel responded to these requests.

On January 31, 2020, the enforcement staff issued a notice of allegations (NOA) to South Carolina and the assistant coach and a separate NOA to the assistant coach alleging that he failed to cooperate with the investigation following his separation from the institution. South Carolina submitted its response to the NOA on May 29, 2020. The assistant coach did not respond to either NOA. On June 9, 2020, during a prehearing conference between South Carolina and the enforcement staff, the institution expressed a desire to process this case via summary disposition.

Thus, on July 16, 2020, the enforcement staff withdrew the NOAs and, with the institution, jointly submitted an SDR to the COI.<sup>6</sup> On August 11, 2020, the chief hearing officer asked the

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<sup>4</sup> Based on the facts and circumstances at the time, and for ease of reference, the panel identifies this individual as an "agent associate." However, the panel makes no determination as to whether this individual qualified as an advisor, agent, runner or booster under NCAA legislation because that question was not before the panel in this case.

<sup>5</sup> The assistant coach was employed at another NCAA Division I member institution at the time of his arrest. The facts and circumstances related to his employment and violations at that institution are set forth in the COI's decision in *Oklahoma State University* (2020).

<sup>6</sup> Pursuant to COI Internal Operating Procedure (IOP) 4-10-2-2, panels in future cases may view this decision as less instructive than a decision reached after a contested hearing because violations established through the summary disposition process constitute the parties' agreements.

parties to provide clarification of the SDR prior to the panel's consideration. Specifically, the chief hearing officer asked the parties to address two questions: (1) whether a recent interpretation of Bylaw 10.1-(d) (formerly 10.1-(e)) in a separate case affected the parties' agreements in this case and (2) in light of the number of exhibits submitted with the SDR, whether all pertinent facts were included within the written SDR itself.

Upon receiving the request for clarification, South Carolina and the enforcement staff submitted a joint interpretation request to the NCAA Academic and Membership Affairs (AMA) staff regarding the applicability of Bylaw 10.1-(e) (2015-16) to this case.<sup>7</sup> On September 24, 2020, the AMA staff provided its interpretive response, in which it stated that the facts presented in the parties' joint interpretation request constituted a violation of Bylaw 10.1-(e). Five days later, the institution and enforcement staff submitted an agreed-upon response to the chief hearing officer's August 11 clarification request. Consistent with the AMA interpretive response, the parties agreed that the citation to Bylaw 10.1-(e) should remain in the SDR. The parties also agreed that the narrative set forth in the SDR contained all relevant facts supporting the agreed-upon violations.

The panel considered the SDR via teleconference on December 1, 2020. The panel adopted the penalties proposed by the institution and did not propose any additional institutional penalties. For the assistant coach, the panel proposed a 10-year show-cause order consistent with the membership's penalty guidelines. The assistant coach did not respond to the proposed penalty. The panel views his non-response as an acceptance of the proposed show-cause order.

### **III. PARTIES' AGREEMENTS**

#### **A. PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVELS**

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation, aggravating factors, mitigating factors and violation levels.<sup>8</sup> The SDR identified:

##### **1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(e) and 11.1.3 (2015-16)] (Level I)**

The institution and enforcement staff agree that from at least August 2015 through March 2016, the assistant coach violated the NCAA principles of ethical conduct when he knowingly solicited and received benefits in order to influence a student-athlete and his family to meet with and retain a

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<sup>7</sup> The membership renumbered this bylaw from 10.1-(e) to 10.1-(d) beginning with the 2016-17 Division I Manual.

<sup>8</sup> This decision provides the agreed-upon factual basis, violations and violation levels as stated in the SDR, except for shortening references to the parties and other individuals.

professional athlete agency. Specifically, the assistant coach accepted approximately \$3,356 to \$5,856 in bribes from the agent associate in exchange for the assistant coach's agreement to arrange meetings with a then South Carolina men's basketball student-athlete and his family and influence them to retain a sports agent and his agency. The facts do not show that the assistant coach ever arranged a meeting between the agent/agency and the student-athlete. Also, the student-athlete did not retain the agent/agency to represent his professional interests.

**2. [NCAA Division I Manual Bylaws 10.1, 10.1-(a) and 19.2.3 (2018-19 and 2019-20)] (Level I)**

Beginning June 18, 2019, and continuing to the present, the assistant coach failed to cooperate with the enforcement staff when he refused to participate in an interview and provide information relevant to an investigation of possible violations.

**B. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS**

Pursuant to Bylaw 19.6.2-(g), the participating parties agreed to the following aggravating and mitigating factors:

South Carolina:

1. Aggravating factors [Bylaw 19.9.3]
  - a. A history of Level I, Level II or major violations. [Bylaw 19.9.3-(b)]
  - b. 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, including timely submission of a summary disposition report pursuant to Bylaw 19.6.2. [Bylaw 19.9.4-(c)]
  - c. An established history of self-reporting Level III or secondary violations.<sup>9</sup> [Bylaw 19.9.4-(d)]

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<sup>9</sup> South Carolina self-reported 87 Level III violations over the previous five years, an average of approximately 17 violations per year.

- 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)]

Assistant coach:

1. Aggravating factors [Bylaw 19.9.3]
  - a. Multiple Level I violations. [Bylaw 19.9.3-(a)]
  - b. Unethical conduct and failing to cooperate during an investigation. [Bylaw 19.9.3-(e)]
  - c. Persons of authority condoned, participated in or negligently disregarded the violation(s) or related wrongful conduct. [Bylaw 19.9.3-(h)]
  - d. Conduct or circumstances demonstrating an abuse of a position of trust. [Bylaw 19.9.3-(j)]
  - e. Conduct intended to generate pecuniary gain. [Bylaw 19.9.3-(l)]
  - f. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]

2. Mitigating factors [Bylaw 19.9.4]

None.

#### **IV. REVIEW OF CASE**

##### **Agreed-Upon Violations**

The SDR fully detailed the parties' positions in the infractions case and included the agreed-upon primary facts, violations, violation levels, and aggravating and mitigating factors. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the panel accepts the parties' SDR and concludes that violations stemming from the assistant coach's unethical conduct occurred. The initial violations occurred when the assistant coach accepted bribe payments in exchange for agreeing to arrange meetings between a professional sports agent and a men's basketball student-athlete and his family. Later, after he was no longer employed by South Carolina, the assistant coach failed to meet fundamental cooperation requirements when he declined to participate in an interview with the enforcement staff. All violations are Level I.

From at least August 2015 through March 2016, the assistant coach accepted bribe payments in exchange for providing access to student-athletes with NBA potential. In particular, he agreed to arrange for the agent to meet with a prominent student-athlete who was expected to enter the NBA draft and the student-athlete's family. The assistant coach's acceptance of bribes in exchange for access violated fundamental standards of conduct under Bylaws 10 and 11.

Bylaw 10 governs ethical conduct in collegiate athletics, with Bylaw 10.01.1 generally requiring student-athletes and athletics staff to act with honesty and sportsmanship at all times. Bylaw 10.1 identifies several categories of unethical conduct, including the receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or representative of an agent or financial advisor (Bylaw 10.1-(e) (2015-16)). Bylaw 11 governs the conduct of athletics personnel. Under Bylaw 11.1.3, athletics department staff members are prohibited from representing, either directly or indirectly, any individual in the marketing of their athletics ability or reputation to an agent, and from accepting compensation for such services.

The assistant coach's actions establish a clear and egregious violation of the membership's ethical conduct standards for coaches. The assistant coach accepted between approximately \$3,356 to \$5,856 in bribes from the agent associate. The bribes consisted of one to two cash payments of \$2,500 each and an airline ticket valued at \$856 for a female acquaintance of the assistant coach. The participating parties agreed that the purpose of this arrangement was for the assistant coach to use his position to influence the student-athlete to retain the agent's services when the student-athlete began his professional career.

The agent and agent associate identified their interest in the student-athlete shortly after he arrived on campus in August 2015, and they recognized the assistant coach as someone who could be helpful in facilitating an introduction. To that end, the agent associate began paying the assistant coach with the understanding that he would refer players to the agent. Ultimately, the assistant coach never arranged a meeting between the agent and the student-athlete—or any other student-athlete—during his employment at South Carolina, and the student-athlete did not retain the agent's services. Shortly before the assistant coach departed to take a position at another member institution, the agent associate arranged for two financial advisors to take over the bribe payments he had been making. One of those advisors was working as a cooperating witness for the federal government, which precipitated the events that led to the discovery of the violations in this case.

The assistant coach's conduct is antithetical to the honesty and integrity required of institutional staff members. When he accepted bribes in exchange for arranging or facilitating meetings between student-athletes and agents, the assistant coach violated Bylaws 10.01, 10.1 and 10.1-(e) (2015-16). Consistent with the interpretation provided by the AMA staff, a Bylaw 10.1-(e) violation occurred because the assistant coach accepted benefits for the purpose of arranging such meetings, regardless of whether any meetings actually occurred. Additionally, by focusing on a particular student-athlete based on his NBA potential, the assistant coach impermissibly represented the student-athlete in violation of Bylaw 11.1.3. *See Oklahoma State University (2020)* (concluding that the associate head coach violated Bylaw 11.1.3 when he arranged a meeting between a financial advisor and a student-athlete based on the student-athlete's professional potential).

Pursuant to Bylaw 19.1.1, these violations are Level I because they seriously undermined or threatened the integrity of the Collegiate Model and involved unethical conduct and intentional violations. South Carolina and the enforcement staff agreed that the violations are Level I. The COI has previously concluded that Level I violations occurred where individuals engaged in

unethical conduct or other violations in a manner that abused a position of trust. *See University of Southern Mississippi* (2016) (concluding Level I unethical conduct violations occurred where the former head men's basketball coach orchestrated and carried out an academic misconduct scheme involving multiple members of his staff and seven prospects) and *Georgia Institute of Technology* (2019) (concluding that a former assistant men's basketball coach engaged in Level I recruiting violations and abused his position of trust when he orchestrated inducements and benefits from a notable booster—including a trip to the booster's house and a strip club—during a highly-touted prospect's official visit). Consistent with this case guidance and Bylaw 19.1.1, the unethical conduct and representation violations here are also Level I.

The Level I violation applies to both the assistant coach and South Carolina. Under the membership's violation structure outlined in Bylaw 19, the COI has consistently assigned the same level designation to institutions and involved individuals for the same underlying conduct. Although not a new concept, the COI recently directly addressed this issue in *Oklahoma State* and reiterated it in *University of Alabama* (2020).<sup>10</sup> In *Oklahoma State*, the COI expressly stated that the level of the violation attached to the conduct, not the actor. The COI further explained that it is through party-specific aggravating and mitigating factors that the COI differentiates between institutions and individuals to classify the case for each party and prescribe appropriate penalties consistent with the membership's penalty guidelines. Here, as in *Oklahoma State* and *Alabama*, the conduct at the center of this case is Level I unethical conduct. Accordingly, the violation is Level I for South Carolina and the assistant coach.

Following his separation from South Carolina—and his subsequent employment and separation from another member institution—the assistant coach failed to meet legislated standards of ethical conduct and the responsibility to cooperate when he refused to participate in an interview and provide information relevant to an investigation. His conduct violated Bylaws 10 and 19.

Bylaw 10.1-(a) obligates current and former institutional staff members to make complete disclosure of information concerning possible violations when requested by the enforcement staff. Failure to do so may constitute unethical conduct under Bylaw 10.1. Along these lines, and to further the mission of the infractions process, Bylaw 19.2.3 requires current and former institutional staff members to assist and cooperate fully with the enforcement staff.

The assistant coach failed to meet his obligation under these bylaws. Beginning in June 2019, the assistant coach failed to cooperate with the investigation and processing of this case. The enforcement staff contacted him on three occasions to request an interview, but he did not respond. He had a further opportunity to cooperate when his new counsel briefly engaged with the infractions process in December 2019 and January 2020. However, neither the assistant coach nor his counsel responded to the enforcement staff's renewed requests for an interview. The assistant coach ultimately failed to participate in the processing of this case.

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<sup>10</sup> The decision in *Oklahoma State* is currently under appeal.



The cooperative principle is a core tenet on which the entire infractions process depends. Any lack of cooperation threatens the integrity of the infractions process, and this is particularly true when the individual who fails to cooperate is the central actor in a case. *See University of Louisville* (2017) (concluding that a former director of basketball operations, who arranged stripteases and sex acts for recruits, violated Bylaws 10 and 19 when he refused to participate in an interview, respond to the NOA and attend the infractions hearing). When the assistant coach refused to participate in the investigation and processing of this case, he violated the cooperative principle and acted unethically in contravention of Bylaws 10.1-(a) and 19.2.3.

The COI has regularly concluded that individuals who refuse to participate in interviews and cooperate within the infractions process commit Level I violations of Bylaws 10 and 19. *See Oklahoma State* and *Louisville* (concluding the former director of basketball operations committed Level I ethical conduct and cooperation violations when he refused to participate in interviews, respond to the allegations and attend the infractions hearing). Furthermore, Bylaw 19.1.1 identifies failure to cooperate and individual unethical conduct as examples of Level I severe breaches of conduct. Thus, consistent with Bylaw 19.1.1 and past case guidance, the panel concludes the assistant coach's conduct constitutes a Level I violation.

## V. PENALTIES

For the reasons set forth in Sections III and IV of this decision, the panel accepts the participating parties' agreed-upon factual basis and violations and concludes that this case involved Level I violations for South Carolina and the assistant coach. Level I violations are severe breaches of conduct that undermine or threaten the integrity of the Collegiate Model, including violations that provide or are intended to provide substantial or extensive advantages or benefits. Undoubtedly, the violations at the center of this case undermine and threaten the foundation of the Collegiate Model.

In considering penalties, the panel first reviewed aggravating and mitigating factors pursuant to Bylaws 19.9.2, 19.9.3 and 19.9.4 to determine the appropriate classifications for the parties. The panel then used the current penalty guidelines (Figure 19-1) and Bylaws 19.9.5 and 19.9.7 to prescribe penalties.

South Carolina and the enforcement staff agreed that two aggravating factors and four mitigating factors applied to the case. South Carolina proposed one additional mitigating factor, but the panel determines it does not apply.

With respect to aggravating factors, the panel accepts the two factors agreed upon by South Carolina and the enforcement staff: Bylaw 19.9.3-(b), *A history of Level I, Level II or major violations*, and Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or wrongful conduct*. Although the institution agreed that these factors apply, it argued that they should be given less weight. The panel applies normal weight to both factors.

Bylaw 19.9.3-(b) applies with normal weight because this is South Carolina's eighth Level I/II or major case, and its third case within the past four years. South Carolina urged the panel to give the factor little weight because its two most recent cases in 2019 and 2017 involved violations of a different type and severity—specifically, Level II recruiting violations in the football program. But the panel will not minimize the weight of this factor when the institution has had multiple recent cases. Indeed, South Carolina was still serving its one-year probationary period stemming from the 2019 case when this SDR was submitted to the COI. Accordingly, the panel determines that Bylaw 19.9.3-(b) applies with normal weight. *See University of Oregon (2018)* (applying the factor with normal weight due to the institution's overall history of infractions cases, which included two cases in the previous 14 years).

South Carolina also argued that the panel should give Bylaw 19.9.3-(h) less weight because the assistant coach took steps to conceal the violation, no impermissible benefits were provided to South Carolina student-athletes or prospects, and no other institutional staff members were involved in the violations. But the COI has regularly applied this factor to institutions—and assigned it normal weight—where coaching staff members directly participated in violations. *See University of California, Santa Barbara (2019)* (determining the factor applied to the institution when the head track coach was directly involved in CARA violations) and *DePaul University (2019)* (determining the factor applied to the institution when the associate men's basketball coach directed recruiting violations). It is beyond dispute that the assistant coach is a person of authority who directly participated in violations of NCAA legislation. Thus, consistent with past case guidance, the factor applies and the panel gives it normal weight.

With regard to mitigating factors, the panel accepts the parties' four agreed-upon factors and determines that an additional mitigating factor proposed by South Carolina does not apply. Specifically, the institution proposed Bylaw 19.9.4-(i), *Other facts warranting a lower penalty range*, and claimed the factor is applicable for three reasons: (1) the institution acted immediately to preserve factual information in the case and conduct a thorough review of the men's basketball program; (2) the institution immediately communicated with the enforcement staff once the assistant coach's indictment was public and provided all relevant materials to the staff; and (3) the senior deputy director of athletics voluntarily testified in the assistant coach's trial.

The panel declines to apply Bylaw 19.9.4-(i). South Carolina's prompt actions in preserving information, conducting a review and collaborating with the enforcement staff are accounted for through the application of other mitigating factors—specifically, Bylaws 19.9.4-(b) and (c). The COI has previously declined to apply this factor when institutional actions have already been credited through other mitigation. *See Siena College (2020)* (declining to apply Bylaw 19.9.4-(i) when Siena's proactive investigation had already been considered in applying Bylaws 19.9.4-(b) and (c)). Additionally, the panel does not view an institutional staff member's participation in an outside legal proceeding as a mitigating factor within the infractions process. The mitigating factor does not apply.

The assistant coach did not participate in the investigation or processing of this case. The enforcement staff identified six potential aggravating factors and no mitigating factors

associated with the assistant coach's conduct. The panel determines that all six aggravating factors apply.

After considering the weight and number of applicable factors, the panel classifies South Carolina's case as Level I-Mitigated. The panel also classifies the assistant coach's violations as Level I-Aggravated.

The panel notes that the assistant coach's conduct at his subsequent institution, Oklahoma State, resulted in more severe penalties for that institution than those the panel prescribes for South Carolina. Each infractions case is unique and is decided on the basis of the facts and circumstances applicable to *that case*. Although the assistant coach's conduct while employed at Oklahoma State flowed from the same general scheme, there are important differences that warrant the distinct penalties in each case. Most significantly, the parties agreed to additional mitigating factors for South Carolina that did not apply to Oklahoma State. Thus, the weight and number of aggravating and mitigating factors in this case resulted in a Level I-Mitigated classification, whereas Oklahoma State's case was Level I-Standard. The penalties in each case are appropriately within the cell ranges applicable to Level I-Mitigated and Level I-Standard cases, respectively.

In addition, the underlying violations in this case, though egregious, are more limited in scope than the underlying violations in *Oklahoma State*. Specifically, the panel took note of the following key factual differences: (1) this case involved significantly less bribe money; (2) the assistant coach did not provide impermissible benefits to South Carolina student-athletes; (3) the assistant coach did not involve other South Carolina employees in his conduct; (4) the violations occurred over a shorter period of time; and (5) the assistant coach did not arrange any meetings between student-athletes and agents or financial advisors during his employment at South Carolina. For these reasons, and due to the different classifications of the two cases, any differences in penalties are appropriate and warranted under the membership's penalty structure.

South Carolina agreed to the facts and violations, and the panel did not propose any additional penalties beyond those self-imposed by the institution. Accordingly, South Carolina has no opportunity to appeal. Likewise, the assistant coach may not appeal because he did not participate in the processing of this case or respond to the panel's proposed penalty.

All penalties prescribed 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. In prescribing penalties, the panel considered South Carolina's cooperation in all parts of this case and determines it was consistent with the institution's obligation under Bylaw 19.2.3. The panel prescribes the following penalties:

**Core Penalties for Level I-Mitigated Violations (Bylaw 19.9.5)<sup>11</sup>**

1. Probation: Two years of probation from February 25, 2021, through February 24, 2023.<sup>12</sup>
2. Financial penalty: South Carolina shall pay a fine of \$5,000. (Self-imposed.)
3. Recruiting restrictions:
  - a. South Carolina shall prohibit unofficial visits in men's basketball for a total of four weeks during the fall of 2021 and/or 2022. (Self-imposed.)
  - b. South Carolina shall reduce the number of official visits in men's basketball to 25 during the 2020-21/2021-22 rolling two-year period (a reduction of three off the permissible number). (Self-imposed.)
  - c. South Carolina shall prohibit telephonic recruiting communication in men's basketball for a six-week period during the 2020-21 and/or 2021-22 academic years. (Self-imposed.)
  - d. South Carolina shall reduce the number of recruiting person days in men's basketball by 17 during the 2020-21 and/or 2021-22 academic years. (Self-imposed.)

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

4. Show-cause order: The assistant coach engaged in unethical conduct when he accepted bribes in exchange for agreeing to arrange meetings between a student-athlete, the student-athlete's family and an agent. He also acted unethically when he failed to cooperate with the enforcement staff's investigation. Therefore, the former assistant coach shall be subject to a 10-year show-cause order from February 25, 2021, to February 24, 2031. The assistant coach's show-cause order shall run concurrently with the show-cause order prescribed for his conduct in *Oklahoma State University* (2020). Pursuant to COI IOP 5-15-3-1, if the assistant coach seeks employment or affiliation with any athletically related position at an NCAA member institution during the 10-year show-cause period, any employing institution shall be required to contact the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why restrictions on all athletically related activity should not apply.

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<sup>11</sup> 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 coach restrictions, unless otherwise noted.

<sup>12</sup> South Carolina proposed a two-year probationary period. Institutions may propose probationary periods, but the authority to prescribe NCAA probation rests solely with the COI. Periods of probation always commence with the release of the infractions decision. The COI's methodology for penalties impacted by COVID-19 does not apply to probation.

Although each case is unique, this penalty is consistent with the 10-year show-cause order prescribed for the assistant coach's violations in the *Oklahoma State* case and with those prescribed in previous cases for Level I-Aggravated violations. See *University of Alabama* (2020) (prescribing in an SDR a 10-year show-cause order for the Level I-Aggravated violations of an associate director of athletics who accepted benefits to facilitate a meeting between the father of a student-athlete, a financial advisor and the advisor's representative); *University of Missouri, Columbia* (2019) (prescribing a 10-year show-cause order for the Level I-Aggravated violations of a tutor who engaged in academic misconduct) and *University of Southern Mississippi* (2016) (prescribing a 10-year show-cause order for the Level I-Aggravated violations of the former head men's basketball coach who planned and orchestrated an academic misconduct scheme).

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

5. Public reprimand and censure through the release of the infractions decision.
6. During the period of probation, South Carolina 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 compliance report to the OCOI by April 15, 2021, setting forth a schedule for establishing the compliance and education program;
  - c. File with the OCOI an annual compliance report indicating the progress made with this program by December 1 of each year during the two-year probationary term. Particular emphasis shall be placed on education and monitoring related to staff and student-athlete interaction with agents and financial advisors;
  - d. Inform prospects in the men's basketball program in writing that South Carolina is on probation for two 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 the prospect signs an NLI; and
  - 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 athletic department's main webpage "landing page" and in the media guides for the affected sports 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.

7. Following the receipt of the final compliance report and prior to the conclusion of probation, South Carolina's president shall provide a letter to the COI affirming that South Carolina's current athletics policies and practices conform to all requirements of NCAA regulations.
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The COI advises South Carolina and the assistant coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor South Carolina 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 South Carolina does not comply or commits additional violations. Likewise, any action by South Carolina or the assistant 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

Alberto Gonzales  
Joel Maturi  
Gary L. Miller  
Vince Nicastro  
Larry Parkinson, chief hearing officer  
E. Thomas Sullivan  
Sankar Suryanarayan

**APPENDIX**  
**Constitution and Bylaw Citations**

**Division I 2015-16 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.

**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:

- (e) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., “runner”).

**11.1.3 Representing Individuals in Marketing Athletics Ability/Reputation.** Staff members of the athletics department of a member institution shall not represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to an agent, a professional sports team or a professional sports organization, including receiving compensation for arranging commercial endorsements or personal appearances for former student-athletes, except as specified in Bylaw 11.1.3.1, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

**Division I 2018-19 Manual**

**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:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual’s institution.

**19.2.3 Responsibility to Cooperate.** Current and former institutional staff members or prospective or enrolled student-athletes of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program. The responsibility to cooperate requires institutions and individuals to protect the integrity of investigations and to make a full and complete disclosure of any relevant information, including any information requested by the enforcement staff or relevant committees. Current and former institutional staff members or prospective or enrolled student-

athletes of member institutions have an affirmative obligation to report instances of noncompliance to the Association in a timely manner and assist in developing full information to determine whether a possible violation has occurred and the details thereof.

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

#### **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:

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.

**19.2.3 Responsibility to Cooperate.** Institutions, 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.