

NEGOTIATED RESOLUTION¹

University of Southern California – Case No. 020277

November 12, 2024

I. CASE SYNOPSIS

The University of Southern California (Southern California); Lincoln Riley (Riley), head football coach; and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree that this case should be resolved as Level II – Mitigated for the institution and Riley.

On May 31, 2023, the enforcement staff issued a letter of inquiry to Southern California after receiving information that a member of the institution's football staff (special teams analyst) assigned to noncoaching staff duties had provided technical and tactical instruction to at least one current football student-athlete during 2023 spring practice. In response, the institution immediately initiated a thorough review, which included reviewing dozens of hours of football practice film and interviewing several football student-athletes, football coaches and noncoaching staff members, to ascertain whether a violation occurred.

On August 3, 2023, the institution responded to the letter of inquiry with a detailed self-report. The institution's investigation confirmed a special teams analyst engaged in brief five- to 10-minute informal, unscheduled meetings with two football student-athletes who requested the special teams analyst's assistance and feedback in reviewing their spring of 2023 practice film. The institution also discovered that four additional then football noncoaching staff members exceeded the permissible scope of their job duties during 12 on-field practices in the spring of 2023. Specifically, these four offensive and defensive analysts assisted in drills, including handling equipment, and delivered verbal instruction and feedback to student-athletes during individual position group drills and special teams sessions.

On August 17, 2023, the enforcement staff requested that the institution review additional practice film from five spring of 2022 practices and 10 fall of 2022 practices to determine whether similar violations had occurred during those periods. The institution initiated a review and responded with a supplemental report December 13, 2023. The institution's review of spring and fall of 2022 practice film confirmed that six football analysts exceeded the permissible scope of their job duties when they engaged in on-field coaching activities that were similar in type, frequency and scope to what transpired in the spring of 2023. On February 8, 2024, the enforcement staff issued a notice of inquiry and the institution and enforcement staff worked together to complete the remaining investigation.

The collaborative investigation confirmed (a) the institution's previously self-reported violations, (b) the institution appropriately educated and monitored members of the football program, (c) the football noncoaching staff members were aware of countable coach legislation but exhibited lapses in judgement by overstepping into impermissible coaching activities and (d) Riley rebutted the presumption of head coach responsibility for the violations that occurred before January 1, 2023.

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.

However, Riley is responsible for the violations from March and April 2023 based on the new head coach responsibility legislation.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 11.7.1, 11.7.1.1, 11.7.1.1-(a), 11.7.3 and 11.7.6 (2021-22 and 2022-23)] (Level II)

The institution and enforcement staff agree that during the spring and fall of 2022, and spring of 2023, eight football noncoaching staff members (analysts) impermissibly participated in on and off-field coaching activities, including providing technical and tactical instruction to football student-athletes. As a result, the football program exceeded the permissible number of countable coaches by six for the 2021-22 and 2022-23 academic years. Specifically:

- a. During the spring and fall of 2022, six then football noncoaching staff members (analysts) provided technical and tactical instruction to football student-athletes and participated in on-field activities (e.g., holding equipment, assisting with drills) during practice. [NCAA Bylaws 11.7.1, 11.7.1.1, 11.7.1.1-(a), 11.7.3 and 11.7.6 (2021-22 and 2022-23)]
- b. During the spring of 2023, four then football noncoaching staff members (analysts) regularly provided technical and tactical instruction to football student-athletes and participated in on-field activities (e.g., holding equipment, assisting with drills) during practice. Additionally, a special teams analyst regularly provided technical and tactical instruction to two football student-athletes during film review. [NCAA Bylaws 11.7.1, 11.7.1.1, 11.7.1.1-(a), 11.7.3 and 11.7.6 (2022-23)]

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

The institution, Riley and enforcement staff agree that Riley is responsible for the violations that occurred during the spring of 2023, as detailed in Agreed-Upon Finding of Fact No. 1-b.²

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 parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated for Southern California and Riley.

In reaching a mitigated classification for the institution, the parties agreed that additional weight should be given to "prompt acknowledgement and acceptance of responsibility for the violations" and

² Under the new head coach responsibility legislation, Riley is responsible for the violations that occurred after January 1, 2023, as detailed in Agreed-Upon Finding of Fact No. 1-b. However, the enforcement staff determined that Riley rebutted the presumption of responsibility for the violations that occurred before January 1, 2023, as detailed in Agreed-Upon Finding of Fact No. 1-a.

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"affirmative steps to expedite final resolution of the matter" because the institution conducted a thorough review and submitted a letter of inquiry response that confirmed the violations and identified additional violations of which the enforcement staff was not aware. The institution's cooperation with the letter of inquiry process and its immediate initiation of a comprehensive investigation allowed the enforcement staff to conduct a robust but narrow investigation to substantiate the violations. Additionally, the institution's cooperative efforts and agreement to negotiate a resolution helped expedite the resolution in this matter.

In reaching a mitigated classification for Riley, the parties agreed that additional weight should be given to "prompt acknowledgement and acceptance of responsibility for the violations" and "affirmative steps to expedite final resolution of the matter." Specifically, Riley's prompt acknowledgement of the violations and agreement to a negotiated resolution helped expedite the resolution of this matter.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or II violations for which the institution is responsible [NCAA Bylaw 19.12.3.1-(a)].
 - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [NCAA Bylaw 19.12.3.1-(e)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations [NCAA Bylaw 19.12.4.1-(b)].
 - b. Institution self-imposed meaningful corrective measures and/or penalties [NCAA Bylaw 19.12.4.1-(c)].
 - c. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.1-(d)].
 - d. An established history of reporting Level III or secondary violations [NCAA Bylaw 19.12.4.1-(e)].

Involved Individual (Riley):

1. Aggravating factor(s) (Bylaw 19.12.3.2).

The enforcement staff did not identify any aggravating factors.

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2. Mitigating factors (Bylaw 19.12.4.2).

- a. Prompt acknowledgement of and acceptance of responsibility for the violations [NCAA Bylaw 19.12.4.2-(b)].
- b. Affirmative steps to expedite final resolution of the matter, including timely submission of a negotiated resolution pursuant to Bylaw 19.10 [NCAA Bylaw 19.12.4.2-(d)].
- c. The absence of prior conclusions of Level I, Level II or major violations [NCAA Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

Head Coach Responsibility for Riley

Riley was not personally involved in violations nor aware of the violations at the time the infractions occurred. Riley also has a demonstrated track record of promoting an atmosphere of compliance and monitoring his staff and has consistently taken active steps to ensure the football program operates in a compliant manner. The parties agreed that Riley rebutted the presumption of responsibility for the violations that occurred before January 1, 2023, and that a suspension penalty was not appropriate.

V. PARTIES AGREED-UPON PENALTIES³

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:

³ 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 NCAA Division I Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

Core Penalties for Level II – Mitigated Violations (Bylaw 19.12.7)⁴

1. Probation: One year of probation from **November 12, 2024**, through **November 11, 2025**.
2. Financial penalty: The institution shall pay a fine of \$50,000.

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

3. The football program shall restrict the special teams analyst referenced in Agreed-Upon Finding of Fact No. 1-b from practice and film review for six consecutive days for two weeks prior to the institution's last contest with outside competition for the 2024-25 playing season. The football program shall restrict the remaining football staff members referenced in Agreed-Upon Findings of Fact Nos. 1-a and 1-b who are employed at the institution from practice and film review for six consecutive days for four weeks prior to the institution's last contest with outside competition for the 2024-25 playing season.
4. The institution shall reduce the allowable countable athletically related activities (CARA) for the football program by 25 hours during the 2023-24 fall playing season (self-imposed).
5. Public reprimand and censure through the release of the negotiated resolution agreement.
6. 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 recruiting and certification legislation.
 - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by December 31, 2024, 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 September 15th during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to practice activities.

⁴ The panel notes that under Bylaw 19.12.6, USC is a repeat violator due to its April 15, 2021, men's basketball case. The panel reviewed Bylaw 19.12.6.2, which authorizes a hearing panel to depart upward on core penalties for repeat violators, and COI Internal Operating Procedure (IOP) 5-15-2-1, which establishes factors to consider when evaluating whether an upward departure from the core penalties in Figure 19-1 is appropriate. The panel does not believe an upward departure is appropriate in this case.

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- d. Inform prospects in the football program 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 website "landing page" and in the media guides for all sports 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.
7. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the NCAA Division I Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

VII. 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 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 as Level II – Mitigated.

If a hearing panel approves the negotiated resolution, the institution and Riley agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and Riley 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 or Riley contrary to the terms of any of the penalties or any additional violations may

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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.

VIII. 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 USC and Level II-Mitigated for Riley. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated cases in Figure 19-1 and Bylaw 19.12.7 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 USC and Riley that they should take every precaution to ensure that they observe the terms of the institution's 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 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
Stephen Madva
Roderick Perry, chief hearing officer
Steve Waterfield

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APPENDIX

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APPENDIX

UNIVERSITY OF SOUTHERN CALIFORNIA'S CORRECTIVE ACTIONS

1. The football program reduced its allowable countable athletically related activities hours by 25 total hours during the fall of 2023 season.
2. Southern California, with support from Riley, added a full-time athletics compliance staff member dedicated to football monitoring responsibilities. This staffer reports directly to the senior director for football compliance.
3. The office of Athletic Compliance and Riley jointly implemented enhanced rules education on the topic of non-coaching staff members. This included a presentation by Riley to the entire football staff in advance of the 2023 season, extra emphasis during the 2023-24 head coach control meeting with Riley and at least three staff-wide education sessions during the 2023-24 academic year.