

NEGOTIATED RESOLUTION¹

University of South Carolina, Columbia – Case No. 00840

October 22, 2019

I. CASE SYNOPSIS

The weekend of January 27, 2018, a highly rated high school sophomore football prospective student-athlete (prospect) and his mother took an unofficial visit to the University of South Carolina, Columbia. The purpose of the visit was to attend the South Carolina football program's Junior Day event. Even though the prospect was a sophomore at the time, his attendance at the Junior Day event was a permissible unofficial visit. The day after the event, a then assistant football coach (assistant coach) sent an impermissible text message to the prospect letting him know that he was glad that the prospect and his mother attended the event.

On May 14, 2018, the assistant coach sent the prospect three impermissible text messages with the purpose of notifying him that he would be at the prospect's high school the following day and would like to make contact with the prospect if he was around. On May 15, 2018, the assistant coach sent additional text messages to confirm a meeting location for the in-person contact with the prospect. The prospect and the assistant coach later met for approximately 10 to 15 minutes in the athletics facilities at the prospect's high school. They spoke about the prospect's height and weight as well as when he might return to South Carolina for another visit. After this impermissible in-person contact with the sophomore prospect, the assistant coach met separately with the head football coach at the prospect's high school and then departed from the school. The visit was logged in South Carolina's compliance software as an evaluation visit to the high school.

After the assistant coach's visit to the prospect's high school, the prospect verbally committed to another institution in June 2018 while at the other institution's summer football camp. The assistant coach sent two additional impermissible text messages to the prospect on June 5 and 6, 2018, in which he asked about the prospect's decision to commit to the other institution and to wish him good luck.

II. PARTIES' AGREED-UPON FACTUAL BASIS, VIOLATIONS OF NCAA LEGISLATION AND VIOLATION LEVEL

AGREED-UPON FINDING OF FACT NO. 1, VIOLATION LEVEL AND NARRATIVE – [NCAA Division I Manual Bylaws 13.1.1.1 and 13.4.1 (2017-18)] (Level II)

South Carolina, the assistant coach and NCAA enforcement staff agree that from January to June 2018, the assistant coach violated NCAA recruiting contact and communication legislation when (1) on May 15, 2018, he arranged and had impermissible in-person, off-

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure 4-9-1-2. These modifications did not affect the substance of the agreement.

campus recruiting contact with the prospect at his high school during his sophomore year and (2) from January to June, he sent a total of 13 impermissible recruiting text messages to the prospect prior to the completion of his sophomore year in high school.

III. OTHER NCAA VIOLATIONS SUBSTANTIATED, NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. AGREED-UPON AGGRAVATING AND MITIGATING FACTORS

Pursuant to NCAA Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. Considering these factors, the parties assessed them by weight and number and agree that this case should be properly classified as Level II-Standard for the assistant coach and Level II-Mitigated for South Carolina.

A. Institution:

1. Aggravating factor [Bylaw 19.9.3]

A history of Level I, Level II or major violations by South Carolina. [Bylaw 19.9.3(b)]

- a. December 20, 2017 - Assistant coaches conducting impermissible tryouts and having impermissible recruiting contacts with prospects at a high school.
- b. April 27, 2012 - (1) Student-athletes living in a local hotel at what proved to be a discounted rate; and (2) the impermissible involvement of two representatives of South Carolina's athletics interests in South Carolina's football and men's basketball recruiting efforts and the provision of extra benefits by the two athletics representatives.
- c. November 16, 2005 - Impermissible tutoring assistance extra benefits, unethical conduct, failure to monitor and a lack of institutional control.
- d. February 3, 1991 - Willful violations in the men's basketball program.

- e. March 3, 1987 - Improper entertainment and transportation extra benefits; out-of-season practice, complimentary tickets; improper recruiting employment. Entertainment, lodging and transportation; tryouts; questionable practice.
 - f. January 8, 1967 - Improper financial aid; extra benefits; improper recruiting entertainment, lodging and transportation; tryouts; eligibility; improper administration of financial aid; outside fund.
2. Mitigating factors. [Bylaw 19.9.4]
- a. Prompt acknowledgement, acceptance of responsibility and imposition of meaningful corrective action and penalties. [Bylaw 19.9.4-(b)]

South Carolina took immediate and significant steps in response to the violation involving its former assistant coach.
 - b. An established history of self-reporting Level III or secondary violations. [Bylaw 19.9.4-(d)]

South Carolina has self-reported 87 Level III violations over the past five years for an average of 17 Level III violations per year.
 - c. Affirmative steps to expedite final resolution of the matter. [Bylaw 19.9.4-(c)]

South Carolina was notified of the potential violations during the football season and produced all requested records within a short period of time and also made coaches and staff available for interviews during the football season. Thereafter, South Carolina continued to work with the staff to facilitate the timely resolution of this case.

B. Involved Individual [Assistant Coach]:

- 1. Aggravating factors. [Bylaw 19.9.3]
 - a. Violations were deliberate. [Bylaw 19.9.3-(f)]

As noted in Finding of Fact No. 1, the assistant coach deliberately arranged the contact with the prospect.
 - b. Intentional, willful or blatant disregard for the NCAA constitution and bylaws. [Bylaw 19.9.3-(m)]

As noted in Finding of Fact No. 1, the assistant coach intentionally engaged in the recruiting violations.

2. Mitigating factors. [Bylaw 19.9.4]

- a. Prompt acknowledgement of the violation and acceptance of responsibility. [Bylaw 19.9.4-(b)]

During his interview with the enforcement staff and upon being confronted with some of the facts related to the violation, the assistant coach immediately acknowledged the violation and accepted responsibility.

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

In his 30-year NCAA coaching career, the assistant coach has had no prior Level I, II or major violations.

VI. AGREED-UPON PENALTIES

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

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

A. Core Penalties for Level II-Mitigated Violations (Bylaw 19.9.5).

1. Financial penalty: South Carolina shall pay a fine of \$10,000.
2. Recruiting restrictions:
 - a. South Carolina shall prohibit all football coaching staff from any off-campus recruiting activity during the first four weeks of the fall of 2019 evaluation period.
 - b. South Carolina shall prohibit all football coaching staff from any off-campus recruiting activity for the first two weeks of the spring of 2019 evaluation period.
 - c. South Carolina shall reduce evaluation days by 12 for the 2018-19 academic year. The reduction in evaluation days is from the permissible number of evaluation days. In football, over the past four years (absent any other self-imposed penalties), South

Carolina has used all permissible evaluation days. South Carolina reduced evaluation days during the 2018-19 academic year.

- d. South Carolina shall restrict all telephone and text communication with prospective student-athletes for a period of two weeks beginning September 1, 2019.
 - e. South Carolina shall limit the head football coach from off-campus contact during the fall of 2019 contact period to 10 prospective student-athletes.
3. Probation: One year of probation from October 22, 2019, through October 21, 2020.

B. Additional Penalties for Level II-Mitigated Violations (Bylaw 19.9.7)

- 1. Public reprimand and censure.
- 2. In May 2019, South Carolina's compliance staff provided one-on-one rules education to the head coach regarding NCAA contact and evaluation legislation.
- 3. South Carolina ceased recruiting the prospect and did not allow the prospect to participate in athletics at South Carolina.
- 4. During this period of probation, South Carolina shall:
 - a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA recruiting legislation;
 - b. Submit a preliminary report to the OCOI by December 15, 2019, 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 1 during each year of probation. Particular emphasis shall be placed on South Carolina's compliance measures taken to ensure adherence with NCAA evaluation and contact legislation and related rules education;
 - d. Inform prospects in all affected sports programs in writing that South Carolina 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 an NLI;

- e. Publicize specific and understandable information concerning the nature of the violations by providing, at a minimum, a statement to include the types of violations and the involved sports program and a direct, conspicuous link to the public infractions decision located on the athletic department's main webpage "landing page" and in the media guides of the involved sports program(s) for the entire term of probation. South Carolina's statement must: (i) clearly describe the violations; (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; and
- f. Following the submission of the annual 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.

C. Core Penalties for Level II-Standard Violations by the Assistant Coach (Bylaw 19.9.5).

Show cause order: The assistant coach is subject to a one-year show cause order restricting him from all athletically related activity for one game in the fall season 2019 and prohibiting him from all off-campus recruiting activity during the fall 2019 recruiting period. Further, the member institution currently employing the assistant coach shall provide one-on-one compliance rules education. The show cause shall run from August 29, 2019, to August 28, 2020.²

VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5, and a hearing panel comprised of members of the COI will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement should be classified as Level II-Standard for the involved individual, the assistant coach, and classified as Level II-Mitigated for South Carolina.

² In reviewing the agreement between the parties on the length of the show-cause order (August 29, 2019, to August 28, 2020), the panel considered that the parties initially submitted the negotiated resolution on August 1, 2019.

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

The parties acknowledge that this negotiated resolution may be voidable by the COI if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based. Additionally, the parties acknowledge that this negotiated resolution will not be binding if the case is referred to the independent accountability resolution process (Bylaw 19.11).

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) and prior agreed upon terms of the rejected negotiated resolution will not be binding.

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

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.5.12, the 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 19.5.12.2. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the participating parties classified this case as Level II-Mitigated for South Carolina and Level II-Standard for the assistant coach's violations. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level II-Standard cases in Figure 19-1 and Bylaw 19.9.5 and the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises 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
Norman Bay
Vince Nicastro
Larry Parkinson, Chief Hearing Officer

APPENDIX ONE

SOUTH CAROLINA'S ADMINISTRATIVE AND CORRECTIVE ACTIONS

1. Employment separation: South Carolina separated employment of the assistant coach on December 31, 2018.
2. Administrative action: South Carolina and enforcement staff agreed upon language for a public statement to be issued after the infractions report, whereby the head coach and South Carolina will publicly acknowledge the violations occurred within the head coach's program and that the head coach would be held accountable for the agreed upon penalties.

APPENDIX TWO

INVOLVED INDIVIDUAL [ASSISTANT COACH] ADMINISTRATIVE ACTION

Administrative action: The assistant coach and the enforcement staff will prepare agreed upon language for any public statement.