



**LOUISIANA STATE UNIVERSITY  
PUBLIC INFRACTIONS DECISION  
September 22, 2022**

**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 the public. The COI decides infractions cases involving member institutions and their staffs.<sup>1</sup> This case involved impermissible recruiting activity in the football program at Louisiana State University (LSU).<sup>2</sup> The activity occurred during the COVID-19 recruiting dead period and centered on impermissible contacts and recruiting inducements by a former assistant football coach and the former assistant director of on-campus recruiting.

The violations involved a highly touted, five-star recruit, who visited LSU's campus on two occasions in September 2020. On the first occasion, the prospect and his family traveled to campus over Labor Day weekend to meet with a group of 13 other football prospects—a visit so significant that the compliance staff held a special rules education meeting to caution the football staff that *any* in-person contact with the prospects would violate the COVID-19 recruiting dead period restrictions. Despite receiving this education and having extensive prior experience with dead periods, the assistant coach coordinated a brief, in-person meeting with the prospect and his family as they were driving through the assistant coach's neighborhood looking at houses. During this encounter, the assistant coach gave the prospect several items of used LSU athletic gear.

Additional violations occurred when the prospect returned to campus the following weekend. Once again, the assistant coach briefly visited with the prospect and his family as they drove through his neighborhood a second time to look at houses. During this same weekend, the assistant recruiting director gave the prospect a ride from his hotel to LSU's football stadium, where the prospect received a stadium tour from an LSU football student-athlete. The assistant recruiting director later returned to the prospect's hotel to drop off several items of used LSU athletic gear for the prospect.

The assistant coach's and assistant recruiting director's contacts with the prospect violated the COVID-19 recruiting dead period, during which any in-person recruiting contact was prohibited. Additionally, their provision of athletic gear constituted impermissible recruiting inducements.

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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> A member of the Southeastern Conference, LSU has an enrollment of approximately 36,000 students. It sponsors nine men's and 12 women's sports. This is the institution's fourth Level I, Level II or major infractions case. LSU's prior cases occurred in 2011 (football), 1998 (men's basketball) and 1986 (football).

The assistant recruiting director's conduct also caused the institution to exceed the permissible number of countable coaches by one.

Although the COI has encountered more egregious conduct in past cases, the violations in this case represent intentional misconduct that should be of concern to the membership. The COVID-19 recruiting dead period was intended to protect the health and safety of prospects, student-athletes and institutional staff. It also leveled the playing field for recruiting at a time when government-imposed COVID-19 restrictions varied across the country. Both the assistant coach and the assistant recruiting director were present at the rules education meeting prior to the prospect's Labor Day visit, and they both admitted to understanding that *any* in-person contact with prospects during the recruiting dead period was strictly prohibited. Furthermore, they knew it was impermissible to provide athletic gear—even older, used gear—to the prospect. Despite this knowledge, they acted in contravention of the membership's fundamental, well-established prohibitions around dead periods and recruiting inducements. Moreover, the assistant coach repeated his violation when the prospect returned to campus for a second weekend. During the investigation, the assistant coach denied having any contact with the prospect or providing him with gear, though he later requested a second interview to correct these false statements. Collectively, the impermissible recruiting activity of the assistant coach and assistant recruiting director constitutes a Level II violation.

This case also involved a Level III allegation that the former head football coach had an impermissible in-person, off-campus recruiting contact with two prospects at their high school before the permissible time period, *i.e.*, July 1 following completion of their junior years of high school. The panel determined, however, that the information in the record did not support that this contact exceeded a greeting, and the violation was therefore not demonstrated. Although a violation ultimately was not established, the conduct serves as a reminder of the risks and potential consequences inherent in situations where an unintentional "bump" can occur.

After considering applicable aggravating and mitigating factors, the panel classifies this case as Level II-Mitigated for LSU, Level II-Aggravated for the assistant coach, and Level II-Standard for the assistant recruiting director. Utilizing the applicable penalty guidelines and bylaws authorizing additional penalties, the panel adopts and prescribes the following principal penalties: one year of probation, a \$5,000 fine, recruiting restrictions, and a three-year show-cause order for the assistant coach restricting him from all off-campus recruiting activity. Based on the penalty ranges available for Level II-Standard violations, the panel prescribes no penalty for the assistant recruiting director.

## **II. CASE HISTORY**

This case originated in September 2020, when the NCAA enforcement staff received information that violations may have occurred during a Labor Day weekend campus visit organized by a group of football prospects. The enforcement staff issued a notice of inquiry to LSU on January 14, 2021, and a collaborative investigation began.

In September 2021, the enforcement staff sent a draft NOA to LSU and two involved individuals—the former assistant football coach (assistant coach) and former assistant director of on-campus recruiting (assistant recruiting director). In October 2021, the institution and both involved individuals agreed to pursue the negotiated resolution process. Ultimately, however, the assistant coach had factual disagreements with the enforcement staff that precluded the parties from processing the case via negotiated resolution. Thus, on January 7, 2022, the enforcement staff issued an NOA to LSU, the assistant coach and the assistant recruiting director. The NOA also contained a Level III allegation involving a recruiting contact by the former head football coach (head coach). Because the conduct involving the head coach was presented as a Level III allegation, the head coach was not a party to the case.

The institution, the assistant coach and the assistant recruiting director submitted timely responses to the NOA in April 2022. Following its prehearing conferences with the parties in May 2022, the enforcement staff revised the NOA to withdraw a subpart of one allegation. On June 14, 2022, the enforcement staff submitted its written reply and statement of the case. The panel held a hearing via videoconference on July 26, 2022.

### **III. FINDINGS OF FACT**

#### **In-Person Contact and Provision of Gear During the COVID-19 Recruiting Dead Period**

The conduct in this case centered on two campus visits by a highly touted, five-star football recruit (prospect 1) in September 2020 during the COVID-19 recruiting dead period. During the course of these two visits, both the assistant coach and the assistant recruiting director had separate in-person, off-campus encounters with prospect 1 and his family and provided the prospect with institutionally branded athletic gear.

LSU began recruiting prospect 1 in spring 2018, during his sophomore year of high school. His primary recruiter was the assistant coach, who arrived at LSU earlier that year following stints in the NFL and at various NCAA Division I member institutions. In total, the assistant coach had approximately 14 years of collegiate coaching experience. The assistant coach offered prospect 1 a scholarship in June 2019. The prospect visited LSU that same month to attend a football camp and later in 2019 for an unofficial visit. The prospect planned to return to campus for another football camp in June 2020. However, LSU cancelled the camp due to ongoing health and safety concerns surrounding the COVID-19 pandemic.

Beginning in March 2020, the pandemic had a profound effect on nearly every aspect of collegiate athletics, including recruiting. On March 13, 2020, in response to these extraordinary circumstances—and in an effort to protect the health and safety of student-athletes, prospects and institutional staff members—the NCAA Division I Council adopted emergency legislation that established a temporary recruiting dead period (as defined in Bylaw 13.02.5.5) effective immediately. *See R-2020-1, Resolution: Temporary Recruiting Dead Period Due to COVID-19 Pandemic* (Mar. 13, 2020). Consistent with Bylaw 13.02.5.5, the dead period meant that all in-

person recruiting contacts, on- and off-campus evaluations, and official and unofficial visits by prospects were prohibited. The dead period did not, however, prevent prospects and their families from arranging informal campus visits on their own.

*Weekend One, September 5-6, 2020*

During Labor Day weekend, September 5-6, 2020, with the COVID-19 recruiting dead period still in effect, prospect 1 and his family visited LSU's campus on one of these prospect-led visits.<sup>3</sup> The visit was organized by the mother of another football prospect (prospect 2) and included a total of 14 prospects and their family members. Joining prospect 1 on the trip were his mother, father and younger brother, who was a prospect in the 2023 recruiting class. At the time of the visit, prospect 1 had not committed to or signed a National Letter of Intent (NLI) with LSU, which was one of six schools he was still considering.

Through communication with prospects 1 and 2 and their mothers, the football coaching staff was aware that a large group of prospects planned to visit campus over Labor Day weekend.<sup>4</sup> During interviews with the enforcement staff, the head coach and the then special assistant to the head football coach (special assistant) stated that they cautioned prospects 1 and 2 and their mothers that the staff could not be involved in arranging any part of the visit and could have no in-person contact with the group during their visit. As prospect 1's primary recruiter, the assistant coach was also aware of the planned prospect-led visit. He told the enforcement staff that he advised prospect 1's mother that she would have to arrange the visit without assistance from the football staff due to the dead period restrictions.

The special assistant connected the prospects' mothers with the associate athletics director for compliance (associate AD for compliance) for further questions and guidance related to the visit. The associate AD for compliance responded to their specific questions during multiple phone calls and walked them through the NCAA Division I COVID-19 Question and Answer Guide (COVID-19 Q&A). The associate AD for compliance also contacted the conference office for general guidance regarding the prospect-led visit and to confirm that certain aspects of the visit were permissible.

On Friday, September 4, 2020, the day before most of the prospects were due to arrive in Baton Rouge, the associate AD for compliance met with the football staff to review the COVID-19 Q&A and reinforce the rules and restrictions applicable to the prospects' visit. He specifically emphasized that the staff could not have *any* in-person contact with the prospects. At the infractions hearing, the associate AD for compliance reported that both he and the head coach told the staff they should immediately report any potential issues that might arise during the prospects' visit. The associate AD for compliance did not take attendance for this rules education session, but it occurred at the beginning of a football staff meeting, which the full staff was expected to

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<sup>3</sup> Throughout 2020 and the early part of 2021, the Division I Council periodically reassessed the COVID-19 situation and the need to maintain the recruiting dead period. Ultimately, the Council extended the dead period through May 31, 2021.

<sup>4</sup> Telephonic and electronic communication was generally permitted during the COVID-19 recruiting dead period.

attend. Both the assistant coach and the assistant recruiting director acknowledged that they were likely in attendance, although they did not recall specific details of the rules education. Following the staff meeting, the head coach left town for the weekend to avoid the risk of bumping into any of the prospects.

Prospect 1 and his family arrived in Baton Rouge the afternoon of September 4, 2020, and the rest of the prospect group arrived the following day. For prospect 1, the visit was not just an opportunity to get a better feel for the campus and community; it was also an opportunity for his mother to tour potential homes in the area. Prospect 1's mother had made it known to the coaching staff that she intended to relocate to Baton Rouge if her son chose LSU. During an interview with the enforcement staff, she stated that she asked the assistant coach for neighborhood recommendations a few weeks prior to the Labor Day visit. The assistant coach suggested three or four neighborhoods, including the neighborhood where both he and the head coach lived.

On September 5, 2020, the prospect group met for a self-guided campus tour, dinner and a game of Topgolf. The following day, the group had brunch and then parted ways. After saying goodbye to the rest of the group, prospect 1 and his family visited a nearby casino and then drove around the area looking at neighborhoods. Their driving tour would include the assistant coach's neighborhood, which was located approximately 10 minutes from the casino.

Prospect 1's mother called the assistant coach as the family was leaving the casino. During an interview with the enforcement staff, the assistant coach recalled that he told prospect 1's mother he lived close by, and she could come tour the neighborhood if she was interested. He also gave her the name of his street and stayed on the phone to give turn-by-turn directions as she navigated to the neighborhood. He told her that he would be in his golf cart driving through the neighborhood. On his way to get in the golf cart, the assistant coach gathered some used, LSU-branded athletic gear from a box in his garage where he collected items to donate to charity. The assistant coach put the items in his golf cart and drove out to meet the prospect.

The assistant coach and the prospect's family eventually found each other within the neighborhood and pulled over to say hello. Prospect 1 and his family stayed in their car throughout the interaction. In the car with the prospect were his mother, father and brother. After initially denying the encounter during his first interview with the enforcement staff, the assistant coach acknowledged during his second interview and at the infractions hearing that he engaged in a short conversation with the family. He stated that he did not recall the specifics of the conversation beyond saying hello and asking how they were doing. The prospect's mother recalled that he greeted them, asked how they were doing and commented that there were a lot of nice houses for sale in the neighborhood. According to the assistant coach, the conversation lasted between two and five minutes.

At some point during the interaction, the assistant coach handed through the car window one or two bags filled with the used LSU gear he gathered from his house.<sup>5</sup> Prospect 1 stated during his interview that the gear consisted of LSU-branded clothes, including a sweater, hoodie, sweatpants, shirt, a beanie, a short-sleeved zip-up shirt, a dress shirt and an LSU jacket. At the infractions hearing, when asked why he provided this gear, the assistant coach stated that he did not think of it as an inducement but "just a token of, hey, thank you, or whatever." Following the assistant coach's provision of gear and the short conversation, the two parties went their separate ways.

After the Labor Day weekend, the associate AD for compliance followed up with various individuals to confirm that no issues or potential violations had arisen during the prospect-led visit. Specifically, the associate AD for compliance stated at the infractions hearing that he had informal conversations with coaching staff members throughout the week and spoke with prospect 1's mother. None of these individuals reported any concerns or potential violations stemming from the prospects' visit. The assistant coach, for his part, did not tell anyone on the football or athletics staffs about his encounter with prospect 1 or that he gave the prospect gear.

*Weekend Two, September 12-13, 2020*

Prospect 1 and his family returned to LSU's campus the following weekend, September 12-13, 2020. The prospect's mother had previously purchased airline tickets for that weekend so the family could attend LSU's game against the University of Texas, which was scheduled for September 12. Due to COVID-19-related concerns, however, the game was cancelled in late July. The family decided to use the airline tickets and come to Baton Rouge regardless. Prospect 1's mother, brother, sister and girlfriend accompanied him on the trip. The prospect's mother informed the assistant coach of the trip via text message on August 27. Additionally, prospect 1 told the enforcement staff that he talked to the assistant coach following the Labor Day visit and told him the family would be returning to Baton Rouge the following weekend.

Prospect 1 and his family arrived in Baton Rouge on Friday, September 11, 2020. At some point either prior to or during that weekend, a current football student-athlete (student-athlete 1) learned that the prospect was going to be in town. Student-athlete 1 had periodically communicated with the prospect during his recruitment. In his interview with the enforcement staff, prospect 1 stated that student-athlete 1 sent him a text message during the weekend asking if he was in Baton Rouge and offering to show him the LSU football stadium. The prospect confirmed to student-athlete 1 that he was in town. The prospect told the enforcement staff that he then received a text from the assistant recruiting director asking where his hotel was located.<sup>6</sup> The assistant recruiting director then picked up prospect 1 and his girlfriend from their hotel and drove them in his vehicle to the stadium, which was approximately 10 minutes away. The assistant recruiting director left after dropping them off.

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<sup>5</sup> Prospect 1 told the enforcement staff that the assistant coach gave him two bags of gear; however, the assistant coach acknowledged giving the prospect only one bag. The prospect's mother also reported that the assistant coach handed one bag through the car window. Ultimately, whether the assistant coach provided gear in one or two bags is immaterial to the panel's consideration of whether a violation occurred.

<sup>6</sup> LSU hired the assistant recruiting director in 2015 as a football player personnel assistant. In 2017, LSU appointed him to the position of assistant director of on-campus recruiting. This was his first full-time position in collegiate athletics.

At the stadium, the prospect and his girlfriend met up with student-athlete 1, who gave them a tour of the stadium. The stadium was not otherwise open to the public or other prospective students at the time of the tour. Although football student-athletes do not generally have access to the stadium outside of practice and game days, student-athlete 1 told the enforcement staff he was able to access the stadium that day via an open door in the weight room. When the stadium tour was over, prospect 1 called his mother, and she picked up the prospect and his girlfriend and drove them back to the hotel.

The assistant recruiting director acknowledged to the enforcement staff and at the hearing that he drove the prospect and his girlfriend to the stadium. He stated, however, that he was unaware of the planned tour. According to the assistant recruiting director, the transportation arrangement came about during a conversation with student-athlete 1, who mentioned that he was trying to connect with his friend, prospect 1, but lacked transportation. The assistant recruiting director explained that he thought the student-athlete and the prospect were going to meet up to play video games and socialize. Regardless of his knowledge regarding the intended purpose of the meeting, the assistant recruiting director acknowledged that he knew he was not permitted to have in-person contact with the prospect due to the COVID-19 recruiting dead period.

Either later that evening or the following day, the assistant recruiting director returned to prospect 1's hotel to give him some LSU athletic gear.<sup>7</sup> In his interview and at the hearing, the assistant recruiting director explained that he set aside older LSU gear at home to give away, typically to friends or family members. He stated that prospect 1 asked him for gear during the ride to the stadium, and he told the prospect he would look into it and catch up with him before his family departed Baton Rouge. The assistant recruiting director gathered some older, used apparel items from home and returned to the prospect's hotel to drop them off. He stated that he saw the prospect in the hotel parking lot and set the bag of gear on the ground. The prospect picked up the gear, thanked the assistant recruiting director, and they parted ways.

According to prospect 1, the gear provided by the assistant recruiting director included a sweater, two shirts, sweatpants, a zip-up jacket with matching pants, cleats and gloves. The assistant recruiting director recalled providing the prospect with approximately four items but denied providing the cleats and gloves, explaining they were not the type of things he had lying around the house. In his interview with the enforcement staff and at the hearing, the assistant recruiting director acknowledged that he knew it was impermissible to provide the prospect with gear. He also acknowledged that he did not report his transportation of the prospect or the provision of gear to anyone on the football or athletics staffs.

Before prospect 1 and his family left town on Sunday, September 13, they drove through the assistant coach's neighborhood to look at more houses for sale. During an interview with the enforcement staff, the assistant coach stated that "they said they were just going to drive by my house on the way out to New Orleans . . . because they knew where I lived . . . ." He then recalled

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<sup>7</sup> It is not clear from the record whether the stadium tour and the assistant coach's subsequent provision of gear took place on September 12 or 13.

that prospect 1's mother got on the phone with him, and he stood outside his house as they pulled up. The assistant coach's phone records showed multiple calls with the prospect and his mother on September 13. In the car with the prospect were his mother, brother, sister and girlfriend.<sup>8</sup> The assistant coach stated that he engaged in a brief conversation with the family, which lasted a couple of minutes. The family stayed in the car during the interaction and drove away when the conversation ended. The assistant coach did not report this encounter to anyone on the football or athletics staffs.

Ultimately, prospect 1 did not enroll at LSU. He signed with another member institution during the December 2020 NLI early signing period.

#### *Valuation of the Gear Provided by the Assistant Coach and Assistant Recruiting Director*

Following prospect 1's interview with the enforcement staff, he provided the staff with a photo of some of the gear he claimed he received from the assistant coach and assistant recruiting director. Ten LSU-branded apparel items were visible in the photo. The prospect's counsel told the enforcement staff that the photo represented the majority of what the prospect received, but that he lost a few items going back and forth between his parents' houses. The prospect did not specify which items were provided by the assistant coach and which were provided by the assistant recruiting director. The enforcement staff showed the photo to both the assistant coach and the assistant recruiting director during their interviews and asked them to identify any items they may have provided. The assistant coach identified seven items that "look[ed] familiar" to him and the assistant recruiting director identified two to four items he may have given the prospect.

LSU provided an estimated valuation of the items in the photo, as well as four additional items the prospect described in his interview that did not appear in the photo. In total, LSU valued all 14 items at \$770. The enforcement staff also interviewed two members of LSU's equipment staff, who confirmed that the gear in the photo was LSU-issued. They also described many of the items as being "really old" and provided their own rough estimates of what the gear was worth. One of these individuals, the director of football equipment, valued the items in the photo at between approximately \$250 and \$270.

#### *The Assistant Coach's and Assistant Recruiting Director's Interviews*

The enforcement staff conducted interviews with the assistant coach and assistant recruiting director on May 14, 2021. Both initially denied having in-person contact with prospect 1 during the COVID-19 recruiting dead period. Both then retracted their denials—the assistant recruiting director did so immediately during his interview, whereas the assistant coach did so one week later during a second interview.

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<sup>8</sup> Before the COI, the assistant coach asserted that the prospect's brother was not in the car at the time of this interaction. However, the prospect stated during his interview with the enforcement staff that his brother was with the family when they went to look at houses on Sunday, September 13.



During the assistant recruiting director's interview, an enforcement staff representative asked if he had any in-person contact with prospect 1 or his family while they were in Baton Rouge the weekend of September 12-13, 2020. The assistant recruiting director responded that he had no contact with the prospect or his family. The enforcement staff representative then informed the assistant recruiting director that the staff received information that he gave prospect 1 a ride to the stadium and provided him a bag of LSU gear. The assistant recruiting director then immediately admitted to this conduct and provided additional information regarding his actions and knowledge of potential violations throughout the remainder of the interview.

The assistant coach likewise denied having in-person contact with prospect 1 and his family during his May 14, 2021, interview. He also claimed that he told prospect 1's mother the family could not come to campus due to the recruiting dead period. Additionally, he denied providing LSU gear to the prospect and continued to deny it even after the enforcement staff showed him a photograph of the gear prospect 1 received.

On or about May 19, 2021, through his counsel, the assistant coach contacted the enforcement staff and requested a second interview to correct the record. The second interview took place on May 21, 2021. During that interview, the assistant coach admitted that he never told prospect 1's mother the family could not come to campus and that he did, in fact, have two in-person encounters with the prospect and his family during their September 2020 visits. He also admitted to providing the prospect with LSU gear during the Labor Day weekend visit. At the infractions hearing, he stated that he felt nervous, intimidated and caught off guard during his first interview but acknowledged there was "no excuse" for the answers he gave.<sup>9</sup>

### **The Head Coach's January 2019 High School Visit**

Although this case centered on conduct that occurred in September 2020 during the COVID-19 recruiting dead period, it also involved an allegation concerning a brief off-campus encounter between the head coach and two prospects the previous year. Specifically, on January 16, 2019, the head coach traveled to a high school in Georgia to evaluate two prospects (prospects 3 and 4) from the 2020 recruiting class. Toward the end of the school day, as the head coach was standing in the high school football coach's office, the two prospects stopped by, and a brief interaction ensued.

In interviews with the enforcement staff, the head coach and prospect 3 stated that the encounter lasted approximately 30 to 60 seconds.<sup>10</sup> The head coach reported that he shook the prospects' hands, told them he was excited to see them, and informed them that he could not talk to them because it was an evaluation period. Prospect 3 told the enforcement staff that the head coach also

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<sup>9</sup> On June 2, 2021, following the assistant coach's second interview, LSU terminated his employment. The assistant recruiting director had departed LSU earlier that year, in February 2021, for a position at another NCAA member institution.

<sup>10</sup> The enforcement staff also interviewed prospect 4, who remembered meeting the head coach in his high school coach's office but did not have specific recollections of the encounter.

offered both prospects a scholarship at this time. The prospect stated that this was the first scholarship offer he received from LSU.

The head coach denied making the scholarship offer. Specifically, he asserted that there was no reason for him to make a scholarship offer in January 2019 because he was sure LSU had already made offers to both prospects well before that time. Documentation in the case record confirms that prospects 3 and 4 received scholarship offers from LSU in January and February 2018, respectively. Prospect 3 also reported that the head coach encouraged them to visit LSU. No other information in the record corroborates this statement. The encounter ended after this brief exchange of greetings between the head coach and prospects 3 and 4.

#### **IV. ANALYSIS**

The violations in this case occurred in the football program during the COVID-19 recruiting dead period in September 2020. The violations fall into three primary categories: (1) impermissible recruiting contacts; (2) impermissible recruiting inducements; and (3) impermissible coaching activity.

##### **IMPERMISSIBLE RECRUITING CONTACTS, INDUCEMENTS AND COACHING ACTIVITY [NCAA Division I Manual Bylaws 11.7.1.1, 11.7.6, 13.02.5.5, 13.1.1.1, 13.2.1 and 13.2.1.1-(b) (2020-21)]**

In September 2020, during the COVID-19 recruiting dead period, the assistant coach and assistant recruiting director each had impermissible, off-campus, in-person contacts with prospect 1. Additionally, both individuals provided the prospect with impermissible recruiting inducements in the form of several items of LSU-branded athletic gear. The assistant recruiting director's engagement in off-campus recruiting activities also caused the football program to exceed the permissible number of countable coaches by one.

LSU agreed that the violations occurred and are Level II. The assistant coach and assistant recruiting director agreed that their conduct violated NCAA legislation, but they disputed some of the underlying facts and argued that the violations are Level III. The panel concludes the violations occurred and are Level II.

##### **1. NCAA legislation relating to recruiting contacts, recruiting inducements and coaching activity.**

The applicable portions of the bylaws may be found at Appendix Two.

**2. During the COVID-19 recruiting dead period, the assistant coach and assistant recruiting director had impermissible in-person contacts with a highly recruited prospect and provided him with impermissible inducements in the form of institutionally branded athletic gear.**

During two weekends in September 2020, while in-person recruiting was prohibited due to the COVID-19 recruiting dead period, the assistant coach had two intentional, in-person encounters with prospect 1 and his family—including his prospect-aged brother—while they were visiting Baton Rouge. During one of those weekends, the assistant recruiting director also had an in-person interaction with prospect 1 when he gave him a ride to LSU's football stadium. In conjunction with these encounters, the assistant coach and assistant recruiting director gave the prospect several items of used LSU gear that they had planned to donate to charity or otherwise give away. The in-person contacts and provision of gear violated Bylaw 13 recruiting legislation—including emergency dead period legislation enacted in the wake of the COVID-19 pandemic. Additionally, the assistant recruiting director's off-campus contact with the prospect rendered him a countable coach and caused the institution to violate Bylaw 11 coaching activity legislation.

Bylaw 13 governs recruiting. With regard to the timing of a prospect's recruitment, Bylaw 13.1.1.1 establishes that off-campus recruiting contacts shall not be made with an individual or their family members before August 1 at the beginning of their junior year in high school. Bylaw 13.02.5.5 defines a "recruiting dead period" as a period of time when it is not permissible to make in-person recruiting contacts or evaluations or to permit official or unofficial visits by prospects. As a result of the COVID-19 pandemic, the NCAA established a temporary recruiting dead period that was effective from March 13, 2020, through May 31, 2021. Additionally, Bylaw 13.2.1 generally prohibits institutional staff members from providing, arranging or offering benefits to a prospect that are not expressly permitted by NCAA legislation. Specific prohibitions are set forth in Bylaw 13.2.1.1, with subsection (b) prohibiting gifts of clothing or equipment.<sup>11</sup>

Bylaw 11 establishes coaching staff limitations and addresses other athletics personnel matters. Bylaw 11.7.6 limits a football team to no more than 11 coaches. Pursuant to Bylaw 11.7.1.1-(c), an institutional staff member must count against this coaching limit if the individual engages in any off-campus recruiting activities.

All parties agreed that the actions of the assistant coach and assistant recruiting director during prospect 1's September 2020 visits violated Bylaw 13 recruiting legislation. The panel concurs. The violations began during the Labor Day weekend visit, when the assistant coach intentionally intercepted the prospect and his family as they were driving through his neighborhood, engaged in a two- to five-minute conversation with them, and gave prospect 1 several items of LSU gear. The assistant coach's in-person contacts with prospect 1 violated the COVID-19 recruiting dead period

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<sup>11</sup> The NOA also cited Bylaws 13.5.1, 13.5.3 and 13.7.5. The first two bylaws establish parameters around transportation of prospects during official and unofficial visits, and the third governs off-campus contact with prospects during unofficial visits. Because official and unofficial visits were prohibited during the COVID-19 recruiting dead period, the panel concludes that these bylaws are not applicable to prospect 1's September 2020 visits.

restrictions pursuant to Bylaw 13.02.5.5, and his provision of gear to the prospect was a recruiting inducement in violation of Bylaws 13.2.1 and 13.2.1.1-(b).

Additionally, the assistant coach's contact with prospect 1's brother during the Labor Day weekend visit violated the dead period restrictions and, due to the timing of the visit, Bylaw 13.1.1.1. The assistant coach disputed this portion of the allegation, arguing that he did not interact with prospect 1's brother during the encounter. However, Bylaw 13.02.4 establishes that a recruiting contact occurs when a face-to-face encounter is prearranged (*e.g.*, the staff member positions himself in a location where contact is possible) regardless of whether there is any conversation. It is undisputed that the assistant coach positioned himself to meet prospect 1 and his family, which included the prospect's brother. Furthermore, it appears from the record that the assistant coach engaged in general conversation with the family, not just with prospect 1. Accordingly, the panel concludes the assistant coach's encounter with the prospect's brother constituted an impermissible recruiting contact in violation of Bylaws 13.02.5.5 and 13.1.1.1.

The violations continued the following weekend, September 12-13, 2020, when prospect 1 returned to Baton Rouge. Although the assistant coach had a week to reflect on his previous encounter with prospect 1—which he knew at the time was impermissible—he chose to engage with the prospect again when the family returned to his neighborhood. Specifically, after learning the family would be passing through the neighborhood, the assistant coach left his house and once again positioned himself to meet them. Although the ensuing conversation was brief, it was an impermissible recruiting contact in violation of the COVID-19 recruiting dead period. Additionally, because prospect 1's brother was present at the time, further violations of Bylaws 13.02.5.5 and 13.1.1.1 occurred.

The assistant recruiting director likewise engaged in an impermissible recruiting contact that weekend when he arranged to pick up prospect 1 and his girlfriend from their hotel and drive them to the LSU football stadium 10 minutes away. The assistant recruiting director's contact with the prospect violated the dead period restrictions, and the free transportation constituted a recruiting inducement under Bylaw 13.2.1. At the stadium, student-athlete 1 gave the prospect and his girlfriend a tour of the facility at a time when it was closed to the general public and other prospective students. Because it was not generally available or otherwise authorized, the stadium tour was an impermissible recruiting inducement under Bylaw 13.2.1.<sup>12</sup> Following the tour, the assistant recruiting director engaged in another impermissible contact and provided additional recruiting inducements when he returned to prospect 1's hotel to drop off several items of LSU gear. Finally, the assistant recruiting director's off-campus recruiting activities related to prospect 1 rendered him a countable coach under Bylaw 11.7.1.1 and caused the football program to exceed the limit on countable coaches by one. *See* Bylaw 11.7.6.

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<sup>12</sup> Because the assistant recruiting director did not arrange the tour and was not aware the prospect would receive a tour when he arrived at the stadium, this portion of the violation is not attributable to the assistant recruiting director. Rather, it is only an institutional violation.

The panel concludes that the impermissible recruiting contacts, inducements and countable coach violations constitute a collective Level II violation for LSU, the assistant coach and the assistant recruiting director. Although LSU agreed that the violation was Level II, the assistant coach and assistant recruiting director argued that it should be Level III for the following reasons: (1) the contacts were not prearranged or coordinated; (2) the contacts were brief; and (3) the enforcement staff overstated the value of the gear provided to the prospect. The panel disagrees.

First, the contacts were prearranged. In the assistant coach's case, he spoke with prospect 1's mother prior to the family's arrival in his neighborhood and, during both visits, intentionally positioned himself to meet them. During the Labor Day visit, it was the assistant coach who suggested to prospect 1's mother that the family could come tour his neighborhood. Even if these conversations took place only a few minutes in advance of the encounter, the fact that the assistant coach and the prospect's family met up at all demonstrates some level of facilitation and coordination. With respect to the assistant recruiting director, he coordinated with both student-athlete 1 and the prospect to connect the two at the football stadium. Again, spur-of-the-moment coordination is still coordination.

Indeed, the panel was troubled by the intentionality of these violations, particularly on the part of the assistant coach, who knowingly repeated the same violation over two weekends. The assistant coach had multiple opportunities to avoid violations but made the wrong choice at every turn. First, he invited prospect 1 and his family to his neighborhood and positioned himself to meet them. Next, he gave the prospect LSU gear. Contrary to the education he received from LSU, he then failed to report this encounter to the compliance office. One week later, he *again* made the choice to engage with the prospect, and he *again* failed to report it. Then, when questioned by the enforcement staff during his interview, he failed to acknowledge his violations. These were intentional choices, and they were made by an experienced, veteran coach, who knew that his actions were contrary to NCAA legislation.

Second, the relative brevity of the contacts does not render the collective violation Level III. These were not isolated "bumps." Both the assistant coach and assistant recruiting director had two contacts each with prospect 1—and, in the assistant coach's case, two additional contacts with the prospect's brother. Again, these contacts were intentional, and the assistant coach and assistant recruiting director engaged in them *knowing* that they were not permissible. They also took the extra step of gathering athletic gear to give to the prospect. These actions are consistent with a Level II violation.

Third, the estimated value of the gear provided to the prospect was not a significant factor in the panel's determination regarding level. As the COI has previously noted, the dollar value assigned to a benefit or inducement is not the sole determiner of level. *See University of California, Santa Barbara* (2019). Among other factors, the COI has also considered the actual or intended recruiting or competitive advantage provided by the inducement or benefit. In this regard, both the assistant coach and assistant recruiting director argued that their provision of gear to the prospect conferred no recruiting advantage on LSU because the prospect ultimately chose another institution. But this argument overlooks the *intent* of their conduct. *See* Bylaw 19.1.2 (defining a

Level II violation as one that provides or is "intended to provide" more than a minimal but less than a substantial or extensive recruiting, competitive or other advantage). Although the assistant coach disclaimed any notion of trying to gain an advantage by giving the prospect gear, he also described it as a token of thanks to the prospect. The intent was to make a favorable impression on the prospect, which, by any measure, would be a recruiting advantage.

Finally, the arguments of the assistant coach and assistant recruiting director disregard the overarching context in which the violations took place. Within college sports, the COVID-19 pandemic has created extraordinary challenges. Particularly in 2020, at the height of the pandemic, institutions and their athletics staffs were operating in a heightened environment of caution and concern for the wellbeing of student-athletes, prospects and staff, among others. The COVID-19 recruiting dead period was meant to protect the health and safety of these individuals by avoiding the unnecessary risks associated with travel and in-person interactions that are an inherent component of many recruiting activities. Additionally, because government-imposed COVID-19 restrictions varied across the country, the recruiting dead period leveled the playing field for all member institutions. In other words, it ensured that an institution in a geographic region with less stringent COVID-19 restrictions would not have a recruiting advantage over an institution in a region with more rigorous restrictions. It also promoted fairness in light of the unpredictability of the virus, where surges in infections impacted programs across the country to different degrees at different times. By disregarding the COVID-19 recruiting dead period, the assistant coach and assistant recruiting director undermined these important health, safety and fairness considerations. These are significant violations.

For these reasons, the panel concludes that the collective recruiting and countable coach violations are Level II. The violations were not isolated or limited in nature and were intended to provide more than a minimal recruiting advantage. *See* Bylaw 19.1.2. The COI has previously concluded that recruiting contact violations of a comparable scope constituted Level II violations. *See University of Utah* (2019) (concluding via summary disposition that Level II violations occurred when the head men's basketball coach and three coaching staff members made an impermissible recruiting contact with a prospect at his high school during a designated quiet period); *Southern Illinois University at Carbondale (SIU)* (2018) (concluding via summary disposition that a Level II violation occurred when a diving coach conducted one diving lesson with two prospects during a dead period); and *University of South Carolina, Columbia* (2017) (concluding via summary disposition that a Level II violation occurred when an assistant football coach spoke with a prospect about his speed and encouraged him to attend the institution's football camp, and the contact occurred outside the permissible contact period).<sup>13</sup> As in these cases, the panel concludes that the recruiting contact violations—as well as the inducement and countable coach violations—are Level II.

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<sup>13</sup> Although *Utah*, *SIU* and *South Carolina* were decided through the summary disposition process and may be viewed as less instructive under COI Internal Operating Procedure (IOP) 4-10-2-2, the panel cites to these and other cases resolved via summary disposition because they involve similar conduct and violations.

## V. VIOLATION NOT DEMONSTRATED

The NOA alleged that the head coach's January 16, 2019, encounter with prospects 3 and 4 at their high school constituted an impermissible off-campus recruiting contact in violation of Bylaw 13.1.1.1. The alleged violation was presented as Level III. LSU disagreed that the head coach's conduct constituted a violation but argued that if a violation did occur, it was Level IV.<sup>14</sup> The panel concludes that the facts do not support a recruiting violation because the contact did not exceed a greeting.

As discussed above, Bylaw 13.1.1.1 sets parameters on recruiting contacts. At the time of the head coach's encounter with prospects 3 and 4, Bylaw 13.1.1.1 (2018-19) prohibited off-campus recruiting contacts with a prospect before July 1 following completion of the prospect's junior year of high school.<sup>15</sup> Relatedly, Bylaw 13.02.4 defines a "contact" as any face-to-face encounter between a prospect and an institutional staff member during which any dialogue occurs in excess of a greeting.

It is undisputed that the encounter between the head coach and prospects 3 and 4 occurred before the permissible time period established by Bylaw 13.1.1.1. Thus, the question for the panel was whether the interaction constituted a "contact," *i.e.*, whether it exceeded a greeting. Of the four people in the room at the time, one (the high school head coach) declined to be interviewed, and another (prospect 4) had no specific recollection of the conversation. That left the panel to make a credibility determination between the conflicting recollections of the head coach and prospect 3.

The head coach stated that he shook the prospects' hands and told them he was excited to see them but could not talk to them. Prospect 3 recalled that the head coach also encouraged the prospects to visit LSU's campus and offered them both a scholarship, which was the first time he had received a scholarship offer from LSU. The head coach disputed these assertions, and information in the record demonstrates that LSU offered scholarships to both prospects nearly a year before their encounter with the head coach. In light of this corroborating information—which also contradicts prospect 3's recollection that this was his first LSU scholarship offer—the panel finds the head coach's statements to be credible. Likewise, no other information in the record supports that the head coach encouraged prospects 3 and 4 to visit campus during this brief interaction.

Thus, the panel finds that the encounter between the head coach and the two prospects consisted of a handshake and the head coach's statement that he was excited to see the prospects but could not speak to them. The panel concludes that this brief interaction—which all parties agreed lasted less than a minute—did not exceed a greeting. Accordingly, no violation of Bylaw 13.1.1.1 occurred.

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<sup>14</sup> Level IV violations no longer exist within the membership's infractions structure. Division I Proposal 2017-17 eliminated the Level IV designation and specified that former Level IV violations shall be processed as Level III violations. The proposal was adopted and became effective on April 14, 2017. As such, the institution's argument was unpersuasive. The panel determines the case-specific facts do not support a violation.

<sup>15</sup> Beginning with the 2019-20 Division I Manual, the membership changed the permissible date for off-campus contacts to August 1 at the beginning of the prospect's junior year of high school.

The panel's decision is specific to the facts of this case. Yet this case, similar to others previously decided by the COI, serves as a warning to coaches about the risks associated with having any contact with prospects when it is not permissible. The panel understands the difficult situations coaches often find themselves in, but it continues to be the responsibility of coaches to set expectations and boundaries and to immediately disengage if any contact occurs. The panel finds that the head coach acted appropriately in this situation.

## **VI. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the panel concludes that this case involves Level II violations of NCAA legislation. Level II violations are significant breaches of conduct that provide or are intended to provide more than a minimal but less than a substantial or extensive advantage or benefit.

The panel determined the below-listed factors applied and assessed the factors by weight and number. Based on its assessment, the panel classifies this case as Level II-Mitigated for LSU, Level II-Aggravated for the assistant coach and Level II-Standard for the assistant recruiting director.

### **Aggravating Factors for LSU**

19.9.3-(b): A history of Level I, Level II or major violations by the institution; and

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct.

The enforcement staff identified three aggravating factors for LSU: Bylaws 19.9.3-(b), (h) and (o). The institution argued that the three factors were either inapplicable or should be given minimal weight. The panel applies Bylaws 19.9.3-(b) and (h), assigning minimal weight to the former. However, the panel declines to apply Bylaw 19.9.3-(o), *Other facts warranting a higher penalty range*.

LSU argued that Bylaw 19.9.3-(b) should have little or no application because its last infractions case occurred over a decade ago in 2011. When institutions have an infractions history, the COI has regularly determined that Bylaw 19.9.3-(b) applies. But it has assigned less weight to the factor when significant time has passed since the institution's most recent case and/or when cases are substantively different. *See University of Massachusetts, Amherst (UMass) (2020)* (applying the factor but assigning it no weight where the institution's last case occurred nearly 50 years prior); *University of Washington (2020)* (assigning minimal weight to the factor because the institution's most recent case was 15 years prior and involved different circumstances); and *DePaul University (2019)* (assigning minimal weight to the factor where 25 years passed since DePaul's most recent case). LSU's last case, like this one, involved recruiting violations in the football program. However, because the case occurred 11 years ago, the panel applies the factor but gives it minimal weight.



With respect to Bylaw 19.9.3-(h), LSU asserted that the factor should not apply or should be given minimal weight for two reasons: (1) the assistant coach did not have hiring, firing or recruiting authority sufficient to trigger the factor; and (2) even if the assistant coach could be considered a "person of authority," the factor is more appropriately applied to him than to the institution. The panel is not persuaded by these arguments.

First, the COI has never indicated that an individual must have authority to make hiring, firing or recruiting decisions to be considered a "person of authority" for purposes of this factor.<sup>16</sup> The COI has, however, routinely determined that assistant coaches possess sufficient authority to trigger this factor irrespective of their authority related to personnel and recruiting decisions. *See Texas Christian University (TCU)* (2021) (applying the factor to an assistant men's basketball coach); *Creighton University* (2021) (same); and *Georgia Institute of Technology (Georgia Tech)* (2019) (same). Additionally, the assistant coach stated in an interview with the enforcement staff that he had responsibility for recruiting within the offensive line, which is particularly relevant because prospect 1 was one of the top offensive linemen in the country. Thus, it appears that the assistant coach did possess authority with respect to recruiting. By any measure, the assistant coach was a person of authority within the football program.

Second, the COI has repeatedly determined that Bylaw 19.9.3-(h) is applicable to institutions as well as individuals. In *Oklahoma State University* (2020), the COI explained that it is appropriate to apply this factor to institutions because "a coach's authority derives from the institution . . . [and] when that authority is abused as a result of a coach's involvement in violations, both the coach and the institution bear responsibility." *See also TCU* (applying the factor to both the institution and the assistant men's basketball coach); *Creighton* (applying the factor to the institution, assistant men's basketball coach, and director of athletics); and *DePaul* (applying the factor to the institution and the associate head men's basketball coach). Here, where the assistant coach was directly and knowingly involved in violations, the factor applies to LSU. The panel assigns the factor normal weight.

Finally, the enforcement staff identified Bylaw 19.9.3-(o) as an aggravating factor for LSU, but the panel determines it does not apply. The enforcement staff identified this factor because the violations in this case occurred during the COVID-19 recruiting dead period, which was implemented to help protect the health and safety of athletics staff, student-athletes and prospects. The panel agrees that violations demonstrating a disregard for the health and safety measures put in place by the membership during the COVID-19 pandemic could warrant additional aggravating factors for institutions and involved individuals. Here, however, LSU took appropriate, good-faith measures intended to deter and prevent the type of violations that happened in this case. Specifically, when the associate AD for compliance learned of the planned Labor Day prospect-led visit, he consulted the conference office, spoke with the parents on multiple occasions to learn

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<sup>16</sup> These criteria appear to come from a decision of the Independent Accountability Resolution Process (IARP). *See North Carolina State University* (IARP 2021) (declining to apply Bylaw 19.9.3-(h) because there was "no information on which the hearing panel could base a finding that the former assistant coach had any authority, including, but not limited to, the authority to hire, fire, or even to approve the recruitment of prospective student-athletes"). Because the IARP is independent from the membership's peer-review infractions process, its decisions have no precedential value before the COI.

their plans and advise them of the dead period restrictions, conducted a rules education session with the entire football staff, and followed up with staff members and parents after the visit concluded. In light of these measures and the due diligence exercised by the institution, the panel determines the additional aggravating factor is not warranted for LSU.

### **Mitigating Factors for LSU**

19.9.4-(b): Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties;

19.9.4-(c): Affirmative steps to expedite final resolution of the matter;

19.9.4-(d): An established history of self-reporting Level III or secondary violations;<sup>17</sup> and

19.9.4-(e): Implementation of a system of compliance methods designed to ensure rules compliance and satisfaction of institutional/coaches' control standards.

LSU and the enforcement staff agreed on the application of three mitigating factors: Bylaws 19.9.4-(b), (c) and (d). LSU proposed one additional mitigating factor: Bylaw 19.9.4-(e). The panel determines the factor applies and assigns normal weight to all four mitigating factors.

In support of Bylaw 19.9.4-(e), LSU asserted that it maintains a well-functioning and effective compliance program and noted that its policies meet or exceed all National Association of Athletics Compliance (NAAC) Reasonable Standards. The enforcement staff did not take a position on this mitigating factor. The panel determines the factor applies due to the comprehensive measures taken by LSU to educate the football staff and deter violations during the prospect-led visit. These measures are indicative of a proactive compliance system designed to ensure rules compliance.<sup>18</sup>

### **Aggravating Factors for the Assistant Coach**

19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;

19.9.3-(h): Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct;

19.9.3-(j): Conduct or circumstances demonstrating an abuse of a position of trust;

19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws; and

19.9.3-(o): Other facts warranting a higher penalty range.

The enforcement staff identified five aggravating factors for the assistant coach, all of which he opposed: Bylaws 19.9.3-(f), (h), (j), (m) and (o). The panel determines that all five factors apply and gives each of them normal weight.

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<sup>17</sup> LSU self-reported 89 Level III violations over the last five years, an average of approximately 17 violations per year.

<sup>18</sup> The panel applies Bylaw 19.9.4-(e) based only on the facts, circumstances and limited timeframe of this case. The application of the factor in this case should not be viewed as a comprehensive assessment of LSU's compliance system as it relates to any pending or future cases.

First, Bylaw 19.9.3-(f) applies due to the deliberate and planned nature of the assistant coach's contacts with prospect 1. The assistant coach admitted that he spoke with the prospect's mother prior to both of the family's visits to his neighborhood. Before the first visit, he *invited* the family to tour the neighborhood, gave the prospect's mother directions as she drove in, and then went outside on his golf cart to meet the family. Similarly, he spoke to the prospect's mother as she was driving to the neighborhood during their second visit, and he went outside his house to meet the family when they arrived. Simply put, in both instances he coordinated with the prospect's mother and intentionally positioned himself to have contact with the prospect and his family.

The COI has applied Bylaw 19.9.3-(f) in previous cases where violations were committed deliberately and with some level of coordination. *See University of Akron (2021)* (applying the factor to an associate athletic director who provided cash loans from his personal bank account to student-athletes after learning the bursar's office would not provide advances on their scholarship monies) and *DePaul* (applying the factor to the associate head men's basketball coach, who arranged for the assistant director of basketball operations (DOBO) to stay at a prospect's home and monitor his progress on coursework to ensure he would meet initial eligibility requirements). Similar to these cases, the assistant coach's coordination with the prospect's mother to engage in deliberate violations of the recruiting dead period warrants application of the factor.

Second, Bylaw 19.9.3-(h) applies to the assistant coach for the same reason it applies to the institution. Specifically, the assistant coach was a person of authority within the football program, and he was directly involved in recruiting violations. As in past cases, the factor applies. *See TCU; Creighton; and DePaul.*

As a person of authority, the assistant coach also occupied a position of trust with prospects and student-athletes. He abused this position of trust with prospect 1, thus warranting application of a third factor, Bylaw 19.9.3-(j). The COI has previously applied this factor to coaches who directly involved prospects or student-athletes in violations. *See Oklahoma State* (applying the factor to the associate head men's basketball coach who introduced a student-athlete to a financial advisor in exchange for cash bribes from the advisor); *DePaul* (applying the factor to the associate head coach who arranged for the assistant DOBO to stay with a prospect for two weeks and monitor his coursework); and *University of Missouri, Columbia (2019)* (applying the factor to a tutor who engaged in academic misconduct on behalf of student-athletes). The panel recognizes that the assistant coach's conduct was less egregious than the conduct of some of the individuals in these cases. However, the assistant coach was prospect 1's primary recruiter and had a responsibility to ensure all aspects of his recruitment complied with NCAA legislation. He did not meet this responsibility when he violated dead period restrictions that were implemented with the express purpose of protecting the health and safety of prospects and student-athletes, among others. The panel determines the factor applies.

A fourth factor, Bylaw 19.9.3-(m), applies due to the intentional nature of the assistant coach's violations. By his own admission, the assistant coach knew contact with prospect 1 was impermissible due to the COVID-19 recruiting dead period. Yet he intentionally positioned himself to have in-person contact with the prospect on two occasions. He also admitted that he

knew it was impermissible to give the prospect LSU gear, even if that gear was used and older. The COI has previously applied Bylaw 19.9.3-(m) to individuals who violate NCAA legislation knowingly. *See DePaul* (applying the factor to the associate head coach who knowingly violated recruiting legislation); *Missouri* (applying the factor to a tutor who knowingly engaged in academic misconduct on behalf of student-athletes); and *University of Oregon* (2018) (applying the factor to the DOBO who repeatedly engaged in coaching activity that he knew to be impermissible). As in these cases, the assistant coach's intentional disregard for NCAA legislation warrants application of the factor.

Finally, the panel determines that Bylaw 19.9.3-(o) applies for two reasons: (1) because the assistant coach provided false statements during his first interview; and (2) because the recruiting contacts occurred during the COVID-19 recruiting dead period. With respect to the former, the enforcement staff proposed this factor in lieu of an allegation of unethical conduct because the assistant coach requested a second interview to correct the record. Thus, according to the enforcement staff, the assistant coach's initial false and misleading statements had only a minimal impact on the investigation. The COI has previously applied this factor to address partial non-cooperation during the investigation that did not rise to the level of a failure to cooperate or unethical conduct violation. *See Utah* (applying the factor in a case resolved via summary disposition where the associate head men's basketball coach's failure to provide all relevant information during his first interview did not rise to the level of unethical conduct but did warrant additional aggravation). Here, although the assistant coach's initial false statements did not have a significant impact on the investigation, his conduct fell short of what the membership expects from its coaches.<sup>19</sup> The factor applies.

The factor also applies because the assistant coach intentionally disregarded COVID-19 recruiting dead period restrictions, which were intended to protect the health and safety of prospects, student-athletes and institutional staff members, among others.<sup>20</sup> In his response to the NOA and at the hearing, the assistant coach argued that he did not put the safety of the prospect or his family at risk because the two encounters took place outside while the prospect and his family stayed in their vehicle. But the dead period restrictions did not allow room for individual discretion as to what constituted a "safe" interaction. Rather, the membership prohibited *all* in-person recruiting contact because that was the most effective way to keep the most people safe. Additionally, the blanket prohibition leveled the playing field across different geographic regions of the country that had

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<sup>19</sup> Although these facts could support a failure to cooperate violation pursuant to Bylaw 19.2.3, one was not alleged by the enforcement staff. The enforcement staff retains discretion as to when to make allegations. Although the COI may bring its own allegations, it uses that authority sparingly due to the timing delay it can cause in a case and because the membership has assigned that primary authority to the enforcement staff. Regardless, the provision of complete, truthful and timely information related to NCAA violations is critical to the membership's infractions process, and failure to do so can neither be ignored nor left unaddressed. As such, Bylaw 19.9.3-(o) applies.

<sup>20</sup> In August 2021, the COI approved a negotiated resolution (NR) that involved, among other violations, impermissible tryouts and CARA violations that occurred during the COVID-19 recruiting dead period. *See Texas A&M University, College Station* (2021). In agreeing to the NR, the parties did not identify any institutional or individual aggravating factors stemming from the COVID-19 context of the violations. Consistent with the deferential standard associated with NRs, the COI approved the parties' agreement. However, the COI stated in a footnote that it would continue to review COVID-19-related violations on a case-by-case basis and assess whether the nature of the conduct and potential disregard for health and safety concerns supports additional aggravating factors. Pursuant to Bylaw 19.5.12.4, NRs approved by the COI have no precedential value.

differing degrees of state and local COVID-19 restrictions in place. The assistant coach's conduct disregarded these considerations and ignored the rules education provided by LSU. The panel determines that the factor applies.

### **Mitigating Factor for the Assistant Coach**

19.9.4-(h): The absence of prior conclusions of Level I, Level II or major violations.

The assistant coach and the enforcement staff agreed on the application of one mitigating factor, Bylaw 19.9.4-(h). The panel applies this factor with normal weight. Additionally, the assistant coach proposed Bylaws 19.9.4-(a), (b), (c) and (f). The panel determines that none of the additional proposed factors apply.

With respect to Bylaw 19.9.4-(a), *Prompt self-detection and self-disclosure of the violation(s)*, the assistant coach neither self-detected nor self-disclosed his violations. To the contrary, he admitted that he did not report his contacts with prospect 1 or his provision of gear, even though he knew his conduct was impermissible. Because "self-detection" of violations is typically an institutional function, the COI has applied the factor primarily to institutions rather than individuals. One notable exception is *Utah*, where the factor applied to the head men's basketball coach, who believed that his in-person, off-campus recruiting contacts were permissible at the time, but immediately self-reported them upon learning they were impermissible. Here, by contrast, the assistant coach knew at the time that his actions were impermissible, but he failed to report them. The factor does not apply.

Similarly, Bylaw 19.9.4-(b), *Prompt acknowledgement of the violation(s) and acceptance of responsibility*, does not apply because the assistant coach denied his involvement in violations throughout his first interview with the enforcement staff. Although the panel commends the assistant coach for requesting a second interview to correct his false statements, this does not constitute "prompt" acknowledgement of the violations. The COI has previously determined that this factor does not apply when individuals eventually acknowledge their violations after repeatedly denying them. *See Oregon* (declining to apply the factor to the head women's basketball coach who did not acknowledge certain violations until confronted with security camera footage showing him engaging in violations) and *Baylor University* (2016) (declining to apply the factor to an assistant coach who denied any involvement in violations multiple times during his interview but corrected his inaccurate statements by the end of the interview). Here, the assistant coach's eventual provision of truthful information in a second interview was not a prompt acknowledgment of the violations.

The panel also declines to apply Bylaw 19.9.4-(c), *Affirmative steps to expedite final resolution of the matter*. The COI has historically applied this factor when individuals take actions that assist in speeding up the investigation and eventual resolution of a case. *See Mercer University* (2021) (applying the factor to an assistant coach who was forthcoming and immediately acknowledged his own wrongdoing, accepted responsibility throughout the case and agreed to process the case via negotiated resolution). Here, the assistant coach was not initially forthcoming, which

necessitated a second interview. Additionally, due to his disagreement with certain underlying facts, the assistant coach was the only party who was unwilling to process this case via negotiated resolution. To be clear, parties have the opportunity to contest the enforcement staff's allegations, and parties are not punished for exercising that opportunity. Here, however, there are no facts that support that the assistant coach's actions expedited resolution of the contested case. The factor does not apply.

Finally, the COI has repeatedly stated that Bylaw 19.9.4-(f), *Exemplary cooperation*, is a high bar, and simply meeting the legislated obligation to cooperate does not warrant application of the factor. Bylaw 19.9.4-(f) provides examples of the type of conduct that may be deemed exemplary, including identifying additional individuals to be interviewed, identifying documents and other information of which the enforcement staff was not aware, and recognizing and alerting the enforcement staff to additional violations. The assistant coach has not identified any similar actions on his part, but points instead to his cooperation throughout the investigation and his respect for the integrity of the investigation. This conduct, although appreciated, does not meet the high bar associated with exemplary cooperation. *See University of Northern Colorado* (2017) (applying the factor to three men's basketball staff members who promptly admitted to the violations, participated in multiple interviews, went to great lengths to participate in the hearing, and provided candid information regarding other violations that assisted the panel in its consideration of the case). Moreover, the assistant coach initially failed to cooperate when he provided false statements to the enforcement staff during his first interview. Thus, the factor does not apply to the assistant coach.

### **Aggravating Factors for the Assistant Recruiting Director**

19.9.3-(f): Violations were premeditated, deliberate or committed after substantial planning;  
19.9.3-(m): Intentional, willful or blatant disregard for the NCAA constitution and bylaws; and  
19.9.3-(o): Other facts warranting a higher penalty range.

The enforcement staff identified four aggravating factors for the assistant recruiting director, all of which he opposed: Bylaws 19.9.3-(f), (j), (m) and (o). The panel declines to apply Bylaw 19.9.3-(j) but applies the other three factors with normal weight.

Bylaw 19.9.3-(f) applies because the assistant recruiting director's violations were deliberate and involved some level of coordination. Specifically, the assistant recruiting director acted as an intermediary to connect student-athlete 1 with prospect 1 during the prospect's September 12-13 visit. The assistant recruiting director admitted that he knew any contact with the prospect was impermissible, yet he coordinated with the student-athlete and the prospect to provide the prospect transportation to the football stadium. Additionally, when prospect 1 asked him for LSU gear, he gathered items from his house and returned to the prospect's hotel to drop them off. Again, the assistant recruiting director acknowledged that he knew this was impermissible. Consistent with past cases, the deliberate nature of the assistant recruiting director's violations warrant application of the factor. *See Akron* and *DePaul*.

Additionally, because the assistant recruiting director acted with knowledge that his conduct was impermissible, Bylaw 19.9.3-(m) applies. As discussed above, the COI has applied this factor when individuals engage in conduct they know to be contrary to NCAA legislation. *See DePaul; Oregon; and Missouri.* Here, the assistant recruiting director intentionally disregarded NCAA recruiting legislation, and the factor applies.

The panel also applies Bylaw 19.9.3-(o) due to the COVID-19 context of the assistant recruiting director's violations. Like the assistant coach, the assistant recruiting director disregarded the dead period restrictions that were meant to avoid the health and safety risks associated with in-person interactions between coaches and prospects/student-athletes. And like the assistant coach, he did so notwithstanding the rules education provided by LSU. Thus, the factor applies.

The panel declines to apply the fourth factor identified by the enforcement staff, Bylaw 19.9.3-(j), *Conduct or circumstances demonstrating an abuse of a position of trust.* The assistant recruiting director did not occupy a position of trust with respect to prospect 1. He was not a coaching staff member, and he was not actively involved with prospect 1's recruitment. He stated in his interview that he had only spoken to the prospect a few times prior to September 2020. Thus, unlike the assistant coach, who was the prospect's primary recruiter, there was no prior relationship between the two that would have placed the assistant recruiting director in a position of trust. The factor does not apply.

### **Mitigating Factors for the Assistant Recruiting Director**

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

The enforcement staff and the assistant recruiting director agreed to the application of two mitigating factors: Bylaws 19.9.4-(b) and (h). The panel determines that both factors apply and adds a third mitigating factor, Bylaw 19.9.4-(c). The panel assigns normal weight to all three factors.

First, Bylaw 19.9.4-(b) applies because the assistant recruiting director promptly acknowledged the violations during his interview and accepted responsibility for his conduct. Although the assistant recruiting director initially denied driving prospect 1 to the football stadium and providing him with gear, he immediately admitted to this conduct when the enforcement staff representative told him she had information suggesting he was involved. Ideally, individuals who are involved in or have knowledge of violations would be fully forthcoming from the start. It is still "prompt" acknowledgment, however, when an individual *immediately* corrects the record after an initial denial. The assistant recruiting director's acknowledgment was undoubtedly more prompt than the assistant coach, who continued to deny his involvement in violations throughout his first interview. Likewise, it was more prompt than the head women's basketball coach in *Oregon*, who only admitted to the violations when confronted with security footage, or the assistant coach in *Baylor*,

who did not correct his false statements until the end of his interview following multiple denials. The panel determines that the factor applies.

The panel also applies Bylaw 19.9.4-(c) because the assistant recruiting director attempted to expedite the resolution of this case. Specifically, he agreed to participate in a negotiated resolution, but the assistant coach's disagreement with certain underlying facts precluded resolution of the case in that manner. Consistent with past cases, the factor applies. *See Mercer.*

### **Core Penalties for Level II-Mitigated Violations (Bylaw 19.9.5)<sup>21</sup>**

1. Probation: One year of probation from September 22, 2022, through September 21, 2023.
2. Financial Penalty: LSU shall pay a fine of \$5,000. (Self-imposed.)
3. Recruiting Restrictions:
  - a. During the 2022-23 academic year, LSU will limit official visits in the football program to 55. (Self-imposed.)
  - b. Prior to the beginning of the 2022-23 academic year, LSU prohibited unofficial visits in the football program for a period of one week. (Self-imposed.)
  - c. Prior to the beginning of the 2022-23 academic year, LSU prohibited recruiting communications in the football program for a period of one week. (Self-imposed.)
  - d. During the fall 2021 period, LSU reduced evaluation days in the football program by seven days. (Self-imposed.)

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

4. Show Cause Order: During the COVID-19 recruiting dead period, the assistant coach had intentional in-person, off-campus recruiting contacts with a highly-touted prospect on two separate occasions and provided the prospect with several items of used, LSU-branded athletic gear. During these encounters, he also had contact with the prospect's brother, who was not yet a high school junior and therefore not within the permissible time period for off-campus contacts. The assistant coach, who had approximately 14 years of experience in collegiate athletics, admitted that he understood the dead period restrictions and knew that his conduct was impermissible. Therefore, the assistant coach shall be subject to a three-year show-cause order from September 22, 2022, through September 21, 2025. During the show-cause period, the assistant coach shall be prohibited from participating in all off-campus recruiting activity.

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<sup>21</sup> 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 notify the COI of the impossibility and must complete the penalty at the next available opportunity.



Pursuant to COI IOP 5-15-3-1, if the assistant coach seeks employment or affiliation with an athletically related position at an NCAA member institution during the three-year show-cause period, any employing institution shall be required to contact the Office of the Committee on Infractions (OCOI) to make arrangements to show cause why the off-campus recruiting restrictions should not apply.

Although each case is unique, the show-cause order is consistent with previous cases involving Level II-Aggravated violations. *See DePaul* (prescribing a three-year general show-cause order for the associate head men's basketball coach who arranged for an assistant DOBO to stay at a prospect's home and monitor his progress on coursework to ensure he would meet initial eligibility requirements); *Siena College* (2019) (prescribing a three-year general show-cause order for the head men's basketball coach who provided impermissible benefits in the form of cash payments to student-athletes, arranged for staff members to provide student-athletes with impermissible transportation, and provided false or misleading information during the investigation); and *Sam Houston State University* (2017) (prescribing via summary disposition a three-year general show-cause order for the head women's tennis coach, who provided and arranged for impermissible recruiting inducements and benefits, engaged in impermissible contacts and violated head coach responsibility legislation). The panel notes that each of these cases involved *general* show-cause orders restricting the involved coaches from *all* athletically related duties for the duration of the show-cause period. Here, consistent with the more limited scope of the assistant coach's violations, the panel prescribes a *specific* show-cause order that is reasonably tailored to the assistant coach's conduct and only restricts him from off-campus recruiting activity during the show-cause period.<sup>22</sup>

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

5. Public reprimand and censure through the release of the public infractions decision.
6. During the period of probation, LSU 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.

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<sup>22</sup> The panel notes that it did not prescribe a show-cause order for the assistant recruiting director who, like the assistant coach, engaged in impermissible recruiting contacts and provided impermissible inducements. However, several key differences in the scope and circumstances of their conduct warranted distinct penalties. The following considerations factored into the panel's decision on penalties: (1) as prospect 1's primary recruiter, the assistant coach occupied a position of trust with the prospect and had more to gain by engaging in impermissible recruiting activity; (2) the assistant coach invited prospect 1 and his family to tour his neighborhood (a proactive measure) whereas the assistant recruiting director acted only at the request of student-athlete 1 and the prospect; (3) after having a week to reflect on his conduct, the assistant coach repeated his violation during the prospect's second visit; (4) the assistant coach provided untruthful information throughout his first interview, thus necessitating a second interview; and (5) the assistant coach had considerably more experience at the collegiate level than the assistant recruiting director. These considerations, as well as the factors articulated in the panel's discussion of aggravating and mitigating factors, resulted in a classification of Level II-Aggravated for the assistant coach and Level II-Standard for the assistant recruiting director. The panel prescribed penalties that fell within the applicable ranges for both of these classifications.

- b. Submit a preliminary report to the OCOI by November 15, 2022, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI a final compliance report indicating the progress made with this program by August 1, 2023. Particular emphasis shall be placed on education and monitoring related to recruiting contacts—particularly during dead and quiet periods—and recruiting inducements.
  - d. Inform prospects in the football program that LSU 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 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 for the football 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, LSU's chancellor shall provide a letter to the COI affirming that LSU's current athletics policies and practices conform to all requirements of NCAA regulations.

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The COI advises LSU and the assistant coach that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor LSU 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 LSU does not comply or commits additional violations. Likewise, any action by LSU, the assistant coach or the assistant recruiting director 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

William Bock, III

Stephen Madva

Joseph Novak

Jill Redmond

David M. Roberts, Chief Hearing Officer

Mary Schutten

**APPENDIX ONE**

**LSU'S CORRECTIVE ACTIONS IDENTIFIED IN ITS RESPONSE TO THE NOTICE  
OF ALLEGATIONS**

1. LSU terminated the assistant coach's employment effective June 2, 2021.
2. LSU terminated the recruitment of prospect 1.

**APPENDIX TWO**  
**Bylaw Citations**

**2020-21 Division I Manual**

**11.7.1.1 Countable Coach.** An institutional staff member or any other individual outside the institution (e.g., consultant, professional instructor) with whom the institution has made arrangements must count against coaching limits in the applicable sport as soon as the individual participates (in any manner) in any of the following:

- (a) Provides technical or tactical instruction related to the sport to a student-athlete at any time;
- (b) Makes or assists in making tactical decisions related to the sport during on-court or on-field practice or competition; or
- (c) Engages in any off-campus recruiting activities.

**11.7.6 Limitations on Number of Coaches and Off-Campus Recruiters.** There shall be a limit on the number of coaches (other than graduate assistant coaches per Bylaw 11.01.3 and 11.01.4, student assistant coaches per Bylaw 11.01.5 and volunteer coaches per Bylaw 11.01.6) who may be employed by an institution and who may contact or evaluate prospective student-athletes off campus in each sport as follows:

<b>Sport</b>	<b>Limit</b>
Football, Bowl Subdivision	11

**13.02.5.5 Dead Period.** A dead period is a period of time when it is not permissible to make in-person recruiting contacts or evaluations on or off the institution's campus or to permit official or unofficial visits by prospective student-athletes to the institution's campus. It remains permissible, however, for an institutional staff member to write or telephone a prospective student-athlete during a dead period.

**13.1.1.1 Time Period for Off-Campus Contacts – General Rule.** Off-campus recruiting contacts shall not be made with an individual (or his or her family members) before August 1 at the beginning of his or her junior year in high school. U.S. service academy exceptions to this provision are set forth in Bylaw 13.16.1.

**13.2.1 General Regulation.** An institution's staff member or any representative of its athletics interests shall not be involved, directly or indirectly, in making arrangements for or giving or offering to give any financial aid or other benefits to a prospective student-athlete or his or her family members or friends, other than expressly permitted by NCAA regulations. Receipt of a benefit by a prospective student-athlete or his or her family members or friends is not a violation of NCAA legislation if it is determined that the same benefit is generally available to the institution's prospective students or their family members or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability.

**13.2.1.1-(b) Specific Prohibitions.** Specifically prohibited financial aid, benefits and arrangements include, but are not limited to, the following:

(b) Gift of clothing or equipment[.]