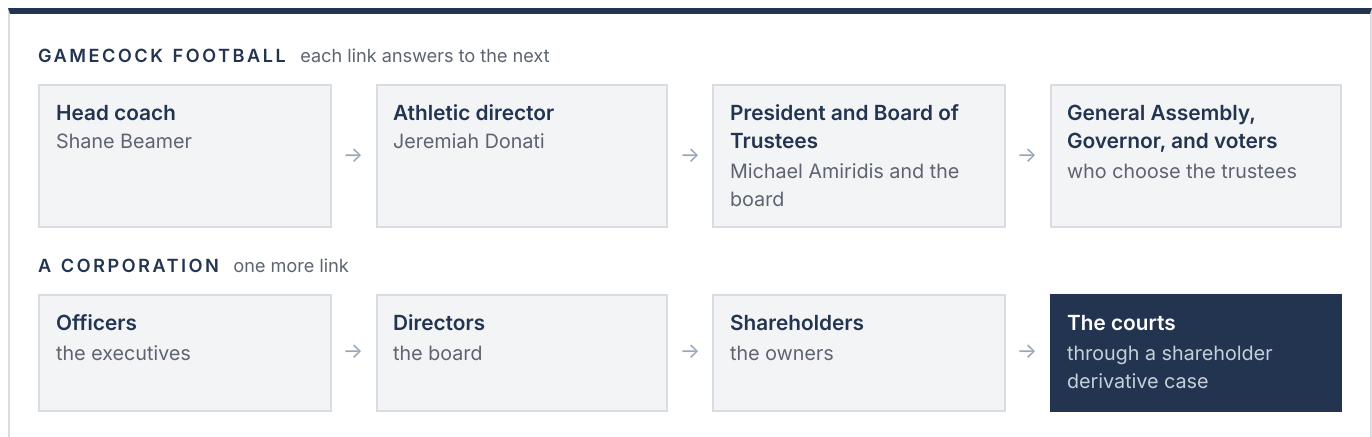


SHAREHOLDER & BUSINESS LITIGATION

Who Holds College Football Programs Accountable? The Case of the Gamecocks

The chain runs from Shane Beamer to Jeremiah Donati to the Board of Trustees. In a corporation, it runs one link further.

GH By **Badge Humphries** | October 9, 2026 | 8 min read



When a college football season goes wrong, fans and donors start asking who is accountable. South Carolina is a timely example. After a 35–34 overtime loss to Kentucky on October 3, the Gamecocks have lost three straight games ([FITSNews](#)). The question is not unique to Columbia, and the Gamecocks offer a useful way to see how accountability works in a college football program.

Accountability is a chain. The head coach answers to the athletic director, the athletic director answers to the president and the Board of Trustees, and the trustees answer to the people who put them there. Each link has its own rules, and the rules change as you move up the chain. Holding people at the top of a chain accountable is what Griffin Humphries does. We represent shareholders who sue corporate officers and directors when they breach the duties they owe. A university is not a corporation, but the comparison shows how accountability works in both. This article walks through each link, explains what a change would cost the university, and shows where the law draws the line between a bad decision and a breach of duty.

Update. On October 7, 2026, Griffin Humphries requested Beamer’s full employment agreement, every amendment, and the Board of Trustees records approving them under the South Carolina Freedom of Information Act. The contract will show whether it contains offset or mitigation terms, which public reporting has not addressed. We will update this article when the University responds.

Beamer answers to Donati

A head coach is held accountable on the field, and the person who holds him to account is Athletic Director Jeremiah Donati. In November 2025 Donati said publicly that Beamer would return for 2026 ([Post and Courier](#)). If Donati decides to make a change, Beamer’s contract sets the price.

The contract runs through the 2030 season. Beamer’s 2026 compensation is \$8.25 million and rises by \$100,000 a year to \$8.65 million in 2030 ([The Sporting News](#)). If the university ends the contract without cause, Beamer is owed 65% of his remaining base salary and additional compensation, paid in monthly installments through December 31, 2030 ([USA Today](#)). Losing games is not cause, so a coach fired for performance is paid his buyout.

If the contract ends	University owes Beamer (termination without cause)	Beamer owes the university (if he leaves)
Now (early October 2026)	about \$24 million	\$5 million
December 1, 2026	about \$22.55 million	\$5 million
January 1, 2027	about \$22.1 million	\$4 million

Sources: early October figure, [FITSNews](#) (Oct. 4, 2026); December 1 figure, [USA Today](#) (Sept. 26, 2026); January 1 figure, the author’s calculation from the 65% formula [USA Today](#) reported. Beamer’s exit cost if he leaves is from [The Sporting News](#) (Sept. 20, 2026).

Because the buyout is a share of what remains, it shrinks a little every month Beamer is paid. While he stays, the university pays his full salary, and each month trims the buyout by only 65% of a month’s pay. [FITSNews](#) estimates that waiting until the end of the season would reduce the buyout from about \$24 million to about \$22.8 million. Over the same stretch the university would pay Beamer roughly \$1.4 million in salary.

The contract, not the scoreboard, sets the price of a coaching change.

The headline number is also where a buyout negotiation starts, not where it ends. The last time South Carolina made a change, Will Muschamp was owed \$15.3 million, and the university ultimately settled with him for \$12.9 million ([Post and Courier](#)). The figures reported publicly are a starting point, not a final bill.

Donati answers to the president and the board

The athletic director is held accountable for the whole department, which means the people he hires and the money he spends. Donati reports to President Michael Amiridis ([sc.edu](#)). The Board of Trustees approves head coaching contracts. It approved Beamer’s original contract in December 2020 ([WACH](#)) and an amendment to it as recently as August 2026 ([Post and Courier](#)).

State law gives the board the power to remove any officer, agent, or employee of the university for “incompetence, neglect of duty” and similar grounds ([S.C. Code § 59-117-40](#)). The cost of using that power goes well beyond the head coach. Both coordinators would be owed more than \$4 million apiece if they were let go after this season, and estimates for a complete coaching change run between \$40 million and \$50 million before a single dollar goes to the replacements ([FITSNews](#)). Men’s basketball coach Lamont Paris carries a buyout of about \$12 million of his own ([Garnet and Cocky](#)), and all of it comes in the middle of a \$350 million renovation of Williams-Brice Stadium.

Who holds the board accountable

The trustees answer to the General Assembly and the Governor, because that is where their seats come from. Under South Carolina Code Section 59-117-10, the board has 20 members ([S.C. Code](#)):

- 16 trustees elected by the General Assembly, one from each judicial circuit;
- one at-large trustee appointed by the Governor; and
- three ex officio members: the Governor or a designee, the State Superintendent of Education, and the president of the alumni association.

In other words, accountability for the board is political. Legislators who elect trustees answer to voters, and so does the Governor.

Fans and donors: the closest thing to shareholders

A university has no shareholders, but it has the next closest thing: the fans and donors who fund its athletic department. Season-ticket holders, Gamecock Club members, and donors pay for the program through tickets, seat licenses, and gifts, and they can withhold that support. Like shareholders who sell their stock, they can vote with their wallets.

The analogy has a limit, and the limit is where our practice begins. Shareholders have a legal remedy when the people running their company breach their duties. Fans and donors do not. No one can file a shareholder suit against a university’s trustees. To be clear, nothing in this article suggests that anyone at the university has breached a duty. Deciding whether to keep a coach, and how much to pay to replace him, is exactly the kind of decision the law leaves to the people in charge.

The business judgment rule

In the corporate world the business judgment rule protects directors who make informed decisions in good faith, even when those decisions turn out badly. South Carolina writes the standard into its corporate code. A director must act in good faith, with the care an ordinarily prudent person would use in a like position, and in a manner the director reasonably believes is in the best interests of the corporation and its shareholders. A director who meets that standard is not liable for the decision ([S.C. Code § 33-8-300](#)).

A coaching contract shows why the rule exists. In January 2025, after a nine-win season, the university extended Beamer's contract through 2030 ([Live 5 News](#)). The 2025 team then went 4–8 ([Post and Courier](#)). Fans can argue the extension was a mistake. But a decision does not become a breach of duty merely because it looks wrong in hindsight. Courts look at how the decision was made: whether the directors were informed, free of conflicts, and acting in good faith.

The question is not whether a decision turned out well. It is how the decision was made.

When it goes beyond business judgment

The business judgment rule protects honest, informed decisions. It does not protect officers and directors who abandon the duties the rule assumes they are performing. The protection falls away in situations like the following:

- **Conflicts of interest.** A director who stands on both sides of a deal or profits personally from a decision is not exercising business judgment for the company.
- **Bad faith.** Decisions made to serve an improper purpose, or to cover up a problem, are not made in good faith.
- **Uninformed decisions.** Directors who approve a major transaction without reading the documents or asking the obvious questions have not used the care an ordinarily prudent person would use.
- **A board asleep at the switch.** Directors who ignore red flags for years and let losses pile up have failed their duty to oversee the company. At some point inattention is no longer a judgment call.

When officers and directors cross that line in a corporation, the law gives shareholders a way to hold them accountable.

What a shareholder derivative case is

A shareholder derivative case is a lawsuit a shareholder brings on behalf of the corporation against the officers and directors who harmed it. The company itself is the injured party. However, the people who would normally decide whether the company sues are the same people who caused the harm, and they rarely sue themselves. The derivative case solves that problem by letting a shareholder step into the company's shoes. South Carolina law expressly permits these suits ([S.C. Code § 33-7-400](#)).

Picture a manufacturing company whose board approves a \$20 million severance package for a departing CEO because one director has a side deal with him. The company is out \$20 million, and the board will not sue its own members. A shareholder can bring that claim for the company. Two features make these cases different from an ordinary lawsuit:

- **Demand or futility.** The shareholder must either ask the board to pursue the claim or explain to the court, with specific facts, why asking would be futile ([Rule 23\(b\)\(1\)](#), [SCRCP](#)). The rule itself contemplates that a shareholder may not make a demand at all, as long as the complaint explains why.

- **The company recovers.** Any money recovered goes back to the corporation, not to the shareholder who brought the case. Every shareholder benefits.

Why demand is often futile

A demand gives the board the chance to decide whether the company should sue. That makes sense when the board can make that decision fairly. It makes little sense when the directors being asked are the ones who made the challenged decision, profited from it, or are controlled by the people who did. Asking them to sue themselves is a formality with a predictable answer. In the manufacturing example, a board that approved the package because one of its members had a side deal with the CEO cannot be expected to fairly evaluate a claim against that member or against itself.

The South Carolina Supreme Court addressed this in 2023 in *Walbeck v. I'On Co.* Homeowners in the I'On community in Mount Pleasant brought derivative claims on behalf of their homeowners association against the developers who controlled it. The Court of Appeals threw out those claims for failure to satisfy Rule 23. The Supreme Court reversed. It held that even if no formal demand had been made, any attempt would have been futile because the developers kept control of the association through a veto power on its board. In doing so, the Court reaffirmed a principle it recognized in 1976: “Courts have generally been lenient in excusing demand.”

Futility must be shown with specific facts, not conclusions. But when those facts show that the people who would decide on the demand are the people who control the wrongdoing, the law does not require a shareholder to go through the motions.

The takeaway

Holding wrongdoers accountable is what trial lawyers do. Sometimes the wrongdoer is a negligent professional, sometimes it is a company that sold a dangerous product, and sometimes it is a corporate board that put its own interests ahead of the shareholders it serves. Gamecock football has its own chain of accountability, and it runs through the athletic director, the president, the Board of Trustees, and ultimately the General Assembly and the voters, with fans and donors exerting pressure from the stands and the checkbook. Whether that chain produces a coaching change is a business judgment for the people in charge, and the contract tells them what each choice will cost.

In a corporation the chain has one more link. When officers and directors breach their duties, shareholders can hold them accountable in court. Griffin Humphries is a litigation firm. We represent shareholders in derivative and fiduciary duty cases against the officers and directors who harmed their companies, and we litigate business disputes when contracts are breached.



ABOUT THE AUTHOR

Badge Humphries

Badge Humphries is the managing partner of the Charleston office of Griffin Humphries LLC. He represents shareholders and investors in securities fraud and shareholder litigation and handles business disputes, products liability, personal injury, and eminent domain matters. He is licensed in South Carolina, Texas, Kentucky, and Georgia, clerked for the Honorable Thad Heartfield of the U.S. District Court for the Eastern District of Texas, and earned his law degree with honors from the University of Texas School of Law. A Columbia native, he has been a Gamecock Club member for 50 years.

When officers and directors breach their duties, we seek to hold them accountable.

(843) 883-7444

BHumphries@GriffinHumphries.com

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CHARLESTON

2113 Middle Street, Suite 305
Sullivan's Island, SC 29482
(843) 883-7444

COLUMBIA

8906 Two Notch Road, Suite 200
Columbia, SC 29223
(803) 744-0800

GREENVILLE

355 Main Street, 1st Floor
Greenville, SC 29601
(864) 740-7135