

NEGOTIATED RESOLUTION¹

South Carolina State University – Case No. 020191

September 13, 2024

I. CASE SYNOPSIS

South Carolina State University (South Carolina State) and the NCAA enforcement staff agree with the violations and penalties detailed below. The parties also agree this case should be resolved as Level II – Mitigated for the institution. Former assistant men's basketball coach Marcus Sikes (Sikes) is a nonparticipating party, and the enforcement staff believes this case should be resolved as Level I – Aggravated for the former assistant coach.

This case originated in August 2022, when a source provided information to the enforcement staff that South Carolina State incorrectly certified student-athletes for competition. As a result, the enforcement staff contacted the institution and began a collaborative investigation into the institution's academic certification process. During the investigation, South Carolina State self-reported separate violations regarding its failure to maintain squad lists for 14 sports during the 2021-22 academic year.

At the outset of the investigation, South Carolina State informed the enforcement staff that the institution suffered an extensive ransomware attack in August 2021 that affected all aspects of its information technology and automated institutional processes over the course of the 2021-22 academic year. The ransomware attack prevented access to applications such as Banner, Student Registration and Financial Aid Self-Service which the athletic department used to complete many of its functions, including monitor its student-athletes' academic profiles. The inability to access many of the institution's applications hampered South Carolina State's ability to monitor full-time enrollment of its student-athletes.

The investigation revealed that the institution permitted a women's basketball student-athlete (student-athlete 3) to compete even though she was not enrolled full-time and failed to withhold a women's soccer student-athlete (student-athlete 4) from 10 contests who had been correctly certified as ineligible for competition due to failing to meet progress-toward-degree requirements. Further, the institution permitted two football student-athletes (student-athlete 1) and (student-athlete 2) to compete even though they were not enrolled full-time. After the institution identified student-athlete 2 as ineligible and withheld him from post-season competition in 2021-22, the institution failed to seek reinstatement and failed to withhold student-athlete 2 from competition in the 2022-23 season. Subsequently, student-athlete 2 practiced, competed in two contests and received actual and necessary expenses during the 2022-23 season while ineligible.

During the investigation in February 2023, South Carolina State self-reported a potential violation involving potential impermissible recruiting inducements in the men's basketball program related to the recruitment of a junior college men's basketball prospective student-athlete. As a

¹ In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

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result, the enforcement staff reviewed the potential impermissible recruiting inducements and determined that additional interviews were necessary. As a part of the investigation, the enforcement staff attempted to interview Sikes. However, despite repeated attempts to schedule an interview, Sikes failed to cooperate with the enforcement staff. While the enforcement staff determined that the substantiated violations were Level III, Sikes's failure to cooperate hindered the ability to gather important and pertinent information, which may have negatively impacted the outcome of the investigation.

II. PARTIES' AGREEMENTS

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

1. [NCAA Division I Manual Bylaws 12.11.1, 14.2.1, 14.2.1.2, 14.2.2, 14.2.2.1.5 and 16.8.1 (2021-22) and 12.11.1 and 14.4.3.2 (2022-23)] (Level II)

The institution and enforcement staff agree that from August 30, 2021, through November 19, 2022, the institution committed violations of full-time enrollment and progress-toward-degree legislation by permitting four student-athletes from three sports to practice, compete in 39 contests and receive actual and necessary expenses while ineligible. Additionally, the institution failed to withhold two student-athletes from competition before their eligibility was reinstated. Specifically:

- a. From August 30 through November 20, 2021, the institution permitted then graduate football student-athlete 1, to practice, compete in 11 contests and receive actual and necessary expenses while enrolled in only six hours, which is less than full-time enrollment². [NCAA Bylaws 14.2.1 and 14.2.2.1.5 (2021-22)]
- b. From September 9 through November 20, 2021, the institution permitted football student-athlete 2, to practice, compete in four contests and receive actual and necessary expenses while enrolled in only nine hours, which is less than full-time enrollment. After discovering the violation in December 2021, the institution withheld student-athlete 2 from a December 18, 2021, post-season contest but failed to seek reinstatement for student-athlete 2 and then permitted student-athlete 2 to compete on September 10 and November 19, 2022, while ineligible. [NCAA Bylaws 14.2.1 and 14.2.2 (2021-22)]
- c. From January 29 through March 10, 2022, the institution permitted women's basketball student-athlete 3 to practice, compete in 12 contests and receive actual and necessary expenses while enrolled less than full-time after she withdrew from a course. [NCAA Bylaws 14.2.1, 14.2.1.2 and 14.2.2 (2021-22)]
- d. From August 18, 2022, through September 20, 2022, the institution permitted women's soccer student-athlete 4 to compete in 10 contests without successfully completing her

² Per South Carolina State's 2021-22 student handbook, full-time enrollment for graduate students is nine or more credit hours.

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percentage of degree requirements. Student-athlete 4, a transfer student-athlete, failed to meet the required 40% progress-toward degree requirement in student-athlete 4's declared major. [NCAA Bylaw 14.4.3.2 (2022-23)]

2. [NCAA Division I Manual Bylaws 12.10.2, 15.5.11.1, 15.5.11.2 and 15.5.11.2.1 (2020-21 and 2021-22)] (Level II)

The institution and enforcement staff agree that during the 2020-21 and 2021-22 academic years, the institution failed in its obligation to properly maintain squad lists and obtain the appropriate signatures when the director of athletics and head coaches did not review or sign the squad lists and did not keep the squad list forms on file for 14 sports.

3. [NCAA Division I Manual Constitution 2.8.1 (2020-21 and 2021-22) and Bylaw 8.01.3 (2022-23)] (Level II)

The institution and enforcement staff agree that from August 2020 through November 19, 2022, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact Nos. 1 and 2 demonstrate that the institution violated the NCAA principles of rules compliance when it failed to (a) adequately monitor student-athletes' full-time enrollment and progress towards degree, (b) withhold ineligible student-athletes from practice and/or competition and (c) request reinstatement in a timely manner as detailed in Agreed-Upon Finding of Fact No. 1. Additionally, the institution failed to adequately maintain squad lists as required by legislation, as detailed in Agreed-Upon Finding of Fact No. 2. Further, the institution failed to establish sufficient policies and procedures to ensure compliance with fundamental eligibility certification legislation.

B. Post-separation findings of fact, violations of NCAA legislation and violation levels.³

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2-(a) and 19.2.2-(b) (2023-24)] (Level I)

From August 3, 2023, and continuing to the time of this negotiated resolution, Sikes failed to cooperate with the enforcement staff when he refused to participate in an interview with the enforcement staff. While Sikes agreed to interview on August 3, 2023, and again on October 16, 2023, he failed to respond after multiple attempts to schedule an interview to discuss his involvement in potential impermissible recruiting inducements.

³ The post-separation violations occurred while Sikes, who is not participating in the case, was not employed at the institution and do not attach to the institution.

C. Agreed-upon aggravating and mitigating factors.

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated.

As it pertains to Sikes, the enforcement staff believes the case should be properly resolved as Level I – Aggravated.

Institution:

1. Aggravating factors (Bylaw 19.12.3.1).
 - a. Multiple Level I and/or Level II violations for which the institution is responsible. [Bylaw 19.12.3.1-(a)].
 - b. One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
2. Mitigating factors (Bylaw 19.12.4.1).
 - a. Prompt acknowledgement and acceptance of responsibility for the violations. [Bylaw 19.12.4.1-(b)].
 - b. Affirmative steps to expedite final resolution of the matter. [Bylaw 19.12.4.1-(d)].
 - c. The absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years. [Bylaw 19.12.4.1-(g)].

Involved Individual (Sikes):

1. Aggravating factors (Bylaw 19.12.3.2).
 - a. Failing or refusing to take appropriate steps outlined in Bylaw 19.2.1 to advance resolution of the matter, including steps that hinder or thwart the institution and/or enforcement staff's investigation [Bylaw 19.12.3.2-(b)].
 - b. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(I)].
2. Mitigating factor (Bylaw 19.12.4.2).

The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES⁴

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

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties⁵:

Core Penalties for Level II – Mitigated Violations (Bylaw 19.12.6)

1. Probation: One year of probation from August 23, 2024, through August 22, 2025.
2. Financial penalty: The institution shall pay a fine of \$5,000. Additionally, because of the ineligible participation in one 2022 women's basketball post-season contest, the institution shall pay an additional fine of \$5,000.
3. Scholarship reduction(s): The institution shall reduce the number of grants-in-aid awarded in football by 2.5%; in women's basketball by 2.5%; and in women's soccer by 2.5%; during the 2024-25 academic year. The reductions shall be based on the average amount of aid awarded in the programs over the past four academic years. Specifically, the institution shall be limited to no more than 61 grants-in-aid in football, 14 grants-in-aid for women's basketball and 13 grants-in-aid for women's soccer for the 2024-25 academic year(s).

⁴ All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the COI aware of the impossibility and must complete the penalty at the next available opportunity.

⁵ On August 23, 2024, the COI considered the parties' jointly submitted NR. The panel approved the institution's penalties, which went into effect as of that date. With respect to Sikes, the panel sought clarification regarding his penalty, which resulted in the enforcement staff's submission of an amended NR on September 6, 2024. The panel subsequently approved the amended NR and Sikes' penalties are effective as of the date of release, September 13, 2024.

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.12.8)

4. Public reprimand and censure through the release of the negotiated resolution agreement.
5. Vacation of team and individual records: Ineligible participation in the football, women's basketball and women's soccer programs occurred over the 2021-22 academic year as a result of violations in this case. Therefore, pursuant to Bylaws 19.12.9-(g) and 31.2.2.3 and COI IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated.⁶ However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport programs, as well as the records of the head coaches, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coaches shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall

⁶ The panel confirmed that all participating parties were aware of and discussed the potential application of COI Internal Operating Procedure (IOP) 5-15-9-1.

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also be delivered to the Office of the Committees on Infractions (OCOI) at the same time.

6. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for recruiting and certification legislation.
 - b. Submit a preliminary report to the OCOI by November 15, 2024, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the OCOI annual compliance reports indicating the progress made with this program by August 1st during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to student athlete eligibility matters.
 - d. Inform prospects in all sports in writing that the institution is on probation for one year and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs a National Letter of Intent.
 - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for all sports programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
7. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

Core Penalties for Level I – Aggravated Violation (Bylaw 19.12.6)

8. Show-cause order: Sikes failed to interview with the enforcement staff to discuss his involvement in potential impermissible recruiting inducements. Therefore, Sikes shall be subject to a three-year show-cause order from September 13, 2024, through September 12, 2027. In accordance with Bylaw 19.12.7.4 and COI IOP 5-15-5, any employing member institution shall restrict Sikes from all athletically related activity during the show-cause period. Any member institution that employs Sikes in an athletically related position during the three-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.
9. Suspension: Bylaw 19.12.7.5 and Figure 19-1 penalty guidelines contemplate suspensions. Therefore, should Sikes become employed in an athletically related position at an NCAA member institution during the three-year show-cause period, he shall be suspended from 100 percent of the first season of his employment. Because the show-cause order restricts Sikes from all athletically related activity, the suspension is subsumed within the show-cause order. The provisions of this suspension apply to all athletically related duties and require that Sikes not be present with or have contact or communication with men's basketball coaching staff members or student-athletes during the suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the first contest and ends at 11:59 p.m. on the day of the last contest. During that period, Sikes may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Any employing institution may not utilize Bylaw 11.02.2.1 to replace Sikes on a temporary basis during the period of suspension. The results of those contests from which Sikes is suspended shall not count toward the coach's career record if he is in the role of a head coach at the time of suspension.

VI. PARTIES TO THE CASE

A. In agreement with the negotiated resolution (the parties).

South Carolina State.

B. Not in agreement with the negotiated resolution.

None.

C. Not participating in the case.

Sikes.

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VII. OTHER AGREEMENTS

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the NCAA COI will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaws 19.1.3 and 19.1.2, the violations identified in this agreement occurred and should be classified as Level II – Mitigated for the institution and Level I – Aggravated for the former assistant coach.

If a hearing panel approves the negotiated resolution, the institution and former assistant coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and former assistant coach acknowledge that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution or former assistant coach contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions (COI) if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

VIII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Mitigated for South Carolina State and Level I-Aggravated for Sikes. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated and Level I-Aggravated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

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The COI advises South Carolina State and Sikes that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or Sikes 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

Tricia Turley Brandenburg

Stephen Madva

Roderick Perry, chief hearing officer

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SOUTH CAROLINA STATE UNIVERSITY'S CORRECTIVE ACTIONS

1. South Carolina State University mandated that the Vice President of Athletics, Athletics Compliance Staff, full-time Athletics Academic Support Staff, Registrar, and a Financial Aid Officer attend the NCAA Regional Rules Seminar for the next three years (Summer 2024, Summer 2025, and Summer 2026) to underscore the University's commitment to understanding and adhering to NCAA regulations. Following the Summer of 2026, University officials will attend the NCAA Regional Rules Seminar every other year.
2. South Carolina State University restructured its athletics compliance and academic support areas to include eight new positions.
 - i. Two full-time, on-campus Compliance Officers – (1) The University hired an experienced compliance administrator to serve as Senior Associate Athletic Director and Senior Woman Administrator (SWA), including primary oversight of Compliance and Academics; and (2) The University also hired an individual to serve as Assistant Athletic Director for Compliance and Academics.
 - ii. The University is currently hiring two full-time Academic Advisors to support the compliance certification process and ensure that student-athletes align with progress toward degree requirements.
 - iii. The University is currently hiring four part-time academic support staff members to assist the Assistant Athletic Director for Academic Support in ensuring student-athlete eligibility and academic success.
 - iv. A new faculty athletics representative (FAR) was appointed in May 2024. This individual will assume a more active role in the athletic certification process.
3. South Carolina State University reorganized its Athletic Certification Committee to include the following University officials: the Registrar, FAR, and the Senior Associate Athletic Director for Compliance/SWA. The Registrar has been designated as the certifying authority, and certifications will only proceed with the approval of the entire committee.
4. The athletics department implemented Teamworks HUB and Teamworks Compliance for the athletic department. The Teamworks software will assist the department in executing compliance functions, such as tracking countable athletically related activities (CARA). The software will also allow coaches, compliance administrators, and academic support personnel to track student-athlete schedules and credit hours in real-time.

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5. The University President and Vice President of Athletics have requested a compliance review from an external firm during the 2024-2025 academic year. This review will assist the athletics department in developing NCAA compliance best practices and revising compliance procedures. The external firm will also provide training to the Registrar, Director of Financial Aid, and Faculty Athletics Representative regarding their respective roles in the compliance process.