

## NEGOTIATED RESOLUTION

High Point University – Case No. 00949

APRIL 12, 2019

### I. CASE SYNOPSIS

High Point University (High Point) and NCAA enforcement staff agree that from the 2014 spring semester through the 2017 fall semester, the institution failed to notify 134 student-athletes in writing that their institutional athletics aid was reduced/cancelled during the period of the award or reduced/not renewed for the following academic year. Additionally, the institution failed to notify 134 student-athletes in writing of the opportunity for a hearing regarding the reduction, cancellation or nonrenewal of institutional athletics aid. Finally, the institution and enforcement staff agree that the institution failed to educate those institutional staff members responsible for the administration of athletics aid and adhere to its own policies and procedures for the reduction and nonrenewal of athletics aid. All parties agree that the violations are Level II and that the case should be resolved as Level II – Standard.

Specifically, the institution's policies and procedures clearly outlined its financial aid appeal process and it was available for coaches and student-athletes to review in both the student-athlete handbook and athletics department compliance manual. Further, the institution's head coaches were encouraged to, and on most occasions did, inform student-athletes of reductions, cancellations and nonrenewals. However, violations occurred because the financial aid office was unaware NCAA legislation also required written notification and, due to changes in compliance personnel, was not directly instructed to send letters to student-athletes whose athletics aid was reduced, cancelled and/or not renewed. Ultimately, the institution self-detected and self-reported the violations, working quickly and collaboratively with the enforcement staff to ascertain the facts and process the case. The institution also created and implemented additional NCAA rules training for the financial aid office and immediately drafted an appropriate notification letter that the institution now sends to all student-athletes whose aid is canceled, reduced or not renewed.

The total dollar amount of athletics aid reduced, cancelled and/or not renewed during the 2014-15 academic year through the 2017 fall semester is outlined in [an exhibit included in the submission]. [The exhibit] also includes the identified reasons for the reduction, cancellation and/or non-renewal, revealing that a majority of the cancellations and nonrenewals resulted from student-athletes withdrawing or quitting the team. While the total dollar amount of the identified violations could initially appear alarming when viewed in isolation, the institution and enforcement staff agree that it does not exacerbate the classification of the case when analyzed in context with the totality of the record.

While there is no information that the athletics aid was remunerated, reinstated or otherwise returned, the investigation by the institution and enforcement staff did not identify a single student-athlete who raised concerns to the institution regarding the reduction or cancellation of his or her athletics aid. In fact, as outlined in [the exhibit], there are student-athletes who had their aid reduced and/or not renewed and then returned to and competed for the institution the following year. Additionally, parents, student-athletes and other parties regularly contact the NCAA national office to report concerns with member institutions' termination of student-athletes' athletics aid. During the

investigation of this matter, the enforcement staff reviewed national office databases, including logs maintained by the NCAA call center and found no reported concerns specific to High Point's financial aid process.

The institution and enforcement staff also reviewed similar case precedent to ensure a consistent assessment of the level, classification and penalties for this case. Specifically, the institution and enforcement staff noted the Indiana University-Purdue University, Fort Wayne (Fort Wayne), November 24, 2015, infractions decision included a finding that the institution impermissibly decreased or cancelled awards and/or failed to provide the required notices or opportunities for hearings regarding the reduction or nonrenewal of awards on 130 occasions over four academic years.<sup>1</sup> The panel classified the Fort Wayne case as Level II – Standard and prescribed two years of probation, a \$15,000 fine and other administrative reporting requirements.

In sum, the investigation by the institution and enforcement staff shows that High Point did not intend to circumvent the legislation or mislead student-athletes. However, the institution and enforcement staff agree this case is properly classified as Level II primarily because the institution's failure to provide the required written notification undermined the principle of student-athlete well-being. Further, the institution and enforcement staff agree the penalties outlined below are appropriate and consistent with NCAA Bylaw 19.1 and available case precedent.

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

### **A. AGREED-UPON FINDING OF FACT NO. 1, VIOLATION LEVEL AND NARRATIVE – [NCAA Division I Manual Bylaws 15.3.5.1 (2013-14 and 2014-15); 15.3.2.3 and 15.3.4.2.1 (2013-14 through 2017-18); and 15.3.7.1 (2015-16 through 2017-18)] (Level II)**

The institution and enforcement staff agree that during the 2014 spring semester through the 2017 fall semester, the institution failed to notify 134 student-athletes in writing that their institutional athletics aid was reduced/cancelled during the period of the award or reduced/not renewed for the following academic year. Additionally, the institution failed to notify 134 student-athletes in writing of the opportunity for a hearing regarding the reduction, cancellation or nonrenewal of institutional athletics aid.

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<sup>1</sup> While the High Point and the Fort Wayne cases are similar in part, the Fort Wayne case had more financial aid violations, including a separate finding that the institution, over a four year period, failed to properly notify student-athletes of a decrease or nonrenewal of an award for the following year; impermissibly awarded aid for less than a one-year period; or failed to provide recipients of athletically related financial aid with a statement indicating the amount, duration, conditions and terms of the award on approximately 200 occasions.

**B. AGREED-UPON FINDING OF FACT NO. 2, VIOLATION LEVEL AND NARRATIVE** – [NCAA Division I Manual Constitution 2.8.1 (2013-14 through 2017-18)] (Level II)

The institution and enforcement staff agree that during the 2014 spring semester through the 2017 fall semester, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor its obligation to provide student-athletes with written notification of the cancellation, nonrenewal or reduction of athletics aid and the hearing opportunity. Further, over a three-and-a-half-year period, the institution failed to educate institutional staff members responsible for the administration of athletics aid and adhere to its own policies and procedures for the reduction and nonrenewal of athletics aid.

**III. OTHER NCAA VIOLATIONS SUBSTANTIATED, NOT ALLEGED**

None.

**IV. PARTIES' AGREED-UPON AGGRAVATING AND MITIGATING FACTORS**

Pursuant to Bylaw 19.5.12.1-(e), all parties agree that the aggravating and mitigating factors identified below are applicable. In light of these factors, all parties agree this case should be properly resolved as Level II – Standard.

**A. Institution:**

1. Aggravating factor. [Bylaw 19.9.3]

Multiple Level II violations by the institution. [Bylaw 19.9.3-(g)]

2. Mitigating factors. [Bylaw 19.9.4]

- a. Prompt acknowledgment of the violation, acceptance of responsibility, and imposition of meaningful corrective measures. [Bylaw 19.9.4-(b)]
- b. Affirmative steps to expedite final resolution of the matter, including timely submission of a summary disposition report pursuant to Bylaw 19.6.2. [Bylaw 19.9.4-(c)]
- c. The absence of prior conclusions of Level I, Level II or major violations. [Bylaw 19.9.4-(h)]

## **V. PARTIES' AGREED-UPON PENALTIES**

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

Pursuant to Bylaw 19.5.12.1-(e), the parties agree to the following penalties:

### **A. Core Penalties for Level II - Standard Violations (Bylaw 19.9.5)**

1. Probation: Two years of probation from April 12, 2019, through April 11, 2021.<sup>2</sup>
2. Financial Penalty: High Point shall pay a fine of \$15,000 to the NCAA. (Self-imposed)

### **B. Additional Penalties for Level II - Standard Violations (Bylaw 19.9.7)**

1. Public reprimand and censure.
2. During the time of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for NCAA financial aid legislation;<sup>3</sup>
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by June 1, 2019, setting forth a schedule for establishing this compliance and educational program;<sup>4</sup>
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by March 1 during each year of probation. Particular emphasis shall be placed on monitoring the financial aid notification process;
  - d. Inform all prospects in writing that the institution is on probation for one year and detail the violations committed. If a prospective student-athlete 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; and

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<sup>2</sup> Periods of probation always commence with the release of the infractions decision.

<sup>3</sup> The institution self-imposed a comprehensive NCAA rules education program for the financial aid office.

<sup>4</sup> The institution self-imposed that the athletics department's compliance office will submit a preliminary report to the NCAA within three months of the enforcement staff concluding this investigation setting forth the schedule for the education program and the general topics that will be discussed each quarterly session.

- 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 report located on the athletic department's main or "landing" webpage. The information shall also be included in media guides and in an alumni publication. The institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the infractions case; and (iii) provide a clear indication of what happened in the infractions case. A statement that refers only to the probationary period with nothing more is not sufficient.
3. Prior to the conclusion of probation, the institution's president shall provide a letter to the hearing panel of the NCAA Division I Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

## **VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5 and a hearing panel will review the negotiated resolution agreement. The parties acknowledge that the negotiated resolution agreement contains agreed upon findings of fact of NCAA violations and agreed upon aggravating and mitigating factors based on information available at this time. The institution and enforcement staff agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement should be classified as Level II – Standard and have agreed upon the penalties.

If a hearing panel approves the negotiated resolution agreement, High Point agrees that it will take every precaution to ensure the terms of the penalties are observed. The institution acknowledges that it has or will impose the penalties contained within the negotiated resolution agreement, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The OCOI will monitor the penalties during their effective periods. Any action by High Point 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 agreement may be voidable by the hearing panel if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution agreement is based. Additionally, the parties acknowledge that this agreement will not be binding if the case is referred to the independent alternative resolution structure.

## **VII. Division I Committee on Infractions Approval**

Pursuant to NCAA Bylaw 19.5.12, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interest of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the panel determines

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the agreed-upon facts, violations, aggravating and mitigating factors, and classification are appropriate for this process. Further, the parties classified this case as Level II-Standard. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Standard cases in Figure 19-1 and Bylaw 19.9.5 and the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises High Point that it should take every precaution to ensure the terms of the penalties are observed. The COI will monitor the penalties during their effective periods. Any action by High Point 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.

NCAA COMMITTEE ON INFRACTIONS PANEL

Carol Cartwright

Joel Maturi

Dave Roberts, Chief Hearing Officer

**APPENDIX ONE**

**HIGH POINT UNIVERSITY'S SELF-IMPOSED CORRECTIVE ACTIONS**

1. The institution created a new nonrenewal/reduction letter that was sent to student-athletes on May 14, 2018, for the 2018-19 academic year.
2. The institution created a new athletics aid appeal process that will be incorporated into the student-athlete handbook for the 2018-19 academic year. Student-athletes will be or were already educated about the new appeal process on the following dates: July 31, 2018 (women's soccer); August 7, 2018 (men's soccer and women's volleyball); August 15, 2018 (men's and women's cross country); August 20, 2018 (baseball, women's basketball, men's and women's golf, and men's lacrosse); August 22, 2018 (men's basketball and women's lacrosse); and August 29, 2018 (men's and women's track).
3. The institution will send the financial aid department liaison to the athletics department to the 2019 NCAA Regional Rules Seminar on either May 13-15, 2019, in Indianapolis or June 3-5, 2019, in Denver.
4. The institution will work with its conference to conduct an audit of its athletics compliance department within the next two years and will confirm in writing when the audit has been completed.
5. The institution's president and director of athletics will continue to communicate at least once a year to all institutional employees and staff members that the institution requires compliance with NCAA legislation and expects all employees and staff members to prioritize compliance with NCAA legislation.