

NEGOTIATED RESOLUTION¹

George Mason University – Case No. 01202

September 14, 2021

I. CASE SYNOPSIS

This case involves multiple financial aid violations, including (1) provision of financial aid exceeding the institution's full cost of attendance on 27 instances to 18 student-athletes across four sports; (2) issuance of grant-in-aid renewal agreements to student-athletes without the signature from the institution's regular financial aid authority; and (3) improperly calculated equivalencies in men's volleyball. The violations also support that the institution failed to monitor its provision of financial aid. The institution self-detected and self-reported the initial violations, and the parties engaged in a collaborative investigation to determine their scope.

In September 2019, George Mason University (institution) hired a new deputy athletics director for compliance (deputy athletics director). In December 2019, when the institution was preparing to apply athletics aid to student-athletes' accounts for the spring semester, the deputy athletics director discovered that the institution over-awarded financial aid to men's and women's basketball student-athletes in the previous fall semester.² In light of this discovery, the deputy athletics director then reviewed athletics and nonathletics aid that the institution provided to each men's and women's basketball student-athlete since matriculation. The deputy athletics director discovered that the institution provided financial aid over full cost of attendance to 10 women's and four men's basketball student-athletes. The institution immediately declared these student-athletes ineligible and requested their reinstatement. Further, the institution discovered four additional student-athletes,³ totaling 17 student-athletes across four sports, who received excessive aid and competed while ineligible.⁴ Sixteen of the student-athletes were reinstated while two of the student-athletes exhausted eligibility before the institution discovered the violations.

The investigation also revealed that the compliance staff requested an e-signature from the director of financial aid (director) for athletics aid agreements in the fall of 2016. However, the director confirmed that neither she nor any designee in the financial aid department reviewed or signed athletics aid agreements the subsequent three years. Additionally, the institution determined that the men's volleyball program exceeded permissible equivalencies in the 2018-19 academic year because it incorrectly logged over \$50,000 of countable nonathletics aid as noncountable. After the institution corrected the error and appropriately attributed the countable aid to the men's volleyball program, it determined that the team equivalency in men's volleyball for the 2018-19 academic year was 4.94, .44 above the permissible 4.5 team equivalency limit.

Because of her receipt of excessive aid, a women's basketball student-athlete (student-athlete 7) was required to complete community service as an eligibility reinstatement condition. The deadline to complete the community service was March 1, 2021. Due to the COVID-19 pandemic, women's basketball

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

² The deputy athletics director discovered that the cause was due to incorrect administration of aid in the summer.

³ One men's basketball, one women's track and field and two women's volleyball student-athletes.

⁴ The impermissible overages ranged from \$20 to \$8,425 over four years due to institutional error.

staff departures and the director of compliance's departure, the institution erroneously permitted student-athlete 7 to compete in one contest prior to her completion of community service. Student-athlete 7 subsequently completed her requirements April 16 and was reinstated without further conditions. The NCAA enforcement staff and institution agree that this violation is Level III.

Finally, the institution and enforcement staff agree that the institution failed to monitor and ensure compliance when it failed to (a) implement monitoring systems to discover miscalculations of athletics aid, (b) obtain required signatures from the institution's regular financial aid authority or designee and (c) adequately educate individuals in compliance and financial aid so they could appropriately monitor the administration of athletics aid.

The enforcement staff appreciated the institution's effort in this case. Not only did the institution promptly self-detect and self-report the initial violations, it devoted substantial time and resources throughout the investigation to assist the enforcement staff, discover critical information and timely recertify student-athletes' eligibility.

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, 15.1, 15.3.2.2 and 16.8.1 (2016-17 through 2019-20), and 15.5.3.1.1 and 15.5.3.2 (2018-19)] (Level II)

The institution and enforcement staff agree that from the 2016-17 through 2019-20 academic years, the institution improperly provided financial aid exceeding the institution's full cost of attendance on 27 instances to 18 student-athletes across four sports, contrary to NCAA financial aid legislation. The total value of the impermissible financial aid was approximately \$35,810. Further, from the 2016-17 through 2019-20 academic years, the institution issued grant-in-aid renewal agreements to its student-athletes without the signature from the institution's regular financial aid authority. Lastly, during the 2018-19 academic year, the institution improperly calculated equivalencies in men's volleyball. As a result of the impermissible financial aid, 17 student-athletes practiced, competed in 196 contests and received actual and necessary expenses while ineligible. Specifically:

- a. From the 2016-17 through 2019-20 academic years, the institution improperly provided financial aid exceeding the institution's full cost of attendance. The following chart identifies the amount of impermissible aid:

Student-athlete	Sport	2016-17	2017-18	2018-19	2019-20	Total
Student-athlete 1	WBB	\$286		\$953		\$1,239
Student-athlete 2	WBB			\$399	\$2,871.50	\$3,270.50
Student-athlete 3	WBB				\$4,560.25	\$4,560.25
Student-athlete 4	WBB			\$390		\$390
Student-athlete 5	WBB	\$786				\$786
Student-athlete 6	WBB	\$31	\$500	\$1,052		\$1,583
Student-athlete 7	WBB			\$2,005.50		\$2,005.50

Student-athlete	Sport	2016-17	2017-18	2018-19	2019-20	Total
Student-athlete 8	WBB	\$286	\$300	\$130		\$716
Student-athlete 9	WBB			\$219.89	\$20	\$239.89
Student-athlete 10	WBB			\$3,607	\$4,752.58	\$8,359.58
Student-athlete 11	MBB	\$286				\$286
Student-athlete 12	MBB			\$300		\$300
Student-athlete 13	MBB			\$8,425.50		\$8,425.50
Student-athlete 14	MBB	\$286		\$180	\$1,909.80	\$2,089.80
Student-athlete 15	MBB	\$286				\$286
Student-athlete 16	WVB		\$89			\$89
Student-athlete 17	WVB			\$575		\$575
Student-athlete 18	WTF				\$679	\$679
Total		\$1,961	\$889	\$18,236.89	\$14,793.13	\$35,810.02

[NCAA Bylaw 15.1 (2016-17 through 2019-20)]

- b. During the 2016-17 through 2019-20 academic years, the athletics department used the director of financial aid's e-signature to sign the grant-in-aid agreements without requesting permission or approval. Therefore, the institution issued grant-in-aid renewal agreements to all its student-athletes without an appropriate signature from the institution's regular financial aid authority or designee. [NCAA Bylaw 15.3.2.2 (2016-17 through 2019-20)]
- c. In the 2018-19 academic year, the institution incorrectly logged countable nonathletics aid as noncountable. When the aid was correctly categorized, the institution's men's volleyball program had a team equivalency total of 4.94, which exceeded the permitted maximum of 4.5. [NCAA Bylaws 15.5.3.1.1 and 15.5.3.2 (2018-19)]

2. [NCAA Division I Manual Constitution Bylaw 12.11.1 (2020-21)] (Level III)

The institution and enforcement staff agree that March 10, 2021, the institution permitted student-athlete 7 to compete while ineligible. Specifically, the institution had declared student-athlete 7 ineligible due to her involvement in the violations detailed in Agreed-Upon Finding of Fact No. 1 and sought reinstatement for her eligibility, but erroneously permitted her participation in one contest before she completed required community service. Student-athlete 7 subsequently completed her requirements April 16 and was reinstated without further conditions.

3. [NCAA Division I Manual Constitution 2.8.1 (2016-17 through 2019-20)] (Level II)

The institution and enforcement staff agree that during the 2016-17 through 2019-20 academic years, 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 (a) implement monitoring systems to discover miscalculations of athletics aid, (b) obtain required signatures from the institution's regular financial aid authority or designee and (c) adequately educate individuals in compliance and financial aid so they could appropriately monitor the administration of athletics aid.

B. Agreed-upon aggravating and mitigating factors.

Pursuant to NCAA Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Mitigated.

Institution:

1. Aggravating factors (Bylaw 19.9.3).
 - a. Multiple Level II violations by the institution [Bylaw 19.9.3-(g)].
 - b. One or more violations caused significant ineligibility or other substantial harm to a student-athlete [Bylaw 19.9.3-(i)].
2. Mitigating factors (Bylaw 19.9.4).
 - a. Prompt acknowledgment of the violations, acceptance of responsibility and imposition of meaningful corrective measures and/or penalties [Bylaw 19.9.4-(b)].
 - b. Affirmative steps to expedite the final resolution of the matter [Bylaw 19.9.4-(c)].
 - c. An established history of self-reporting Level III or secondary violations [Bylaw 19.9.4-(d)].⁵
 - d. The absence of prior conclusions of Level I, Level II or major violations committed by the institution [Bylaw 19.9.4-(h)].

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

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.

⁵ The institution reported 29 Level III or secondary violations from 2016 to 2021, approximately six violations each year.

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

Core Penalties for Level II – Mitigated Violations (Bylaw 19.9.5)

1. Probation: One year of probation from September 14, 2021, through September 13, 2022.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Scholarship reductions: The institution shall reduce the number of grants-in-aid awarded to men's volleyball by a total of .44 (10%) over the 2021-22 and 2022-23 academic years. The institution shall be limited to no more than 8.56 grants-in-aid in men's volleyball for the combined 2021-22 and 2022-23 academic years.⁶

Additional Penalties for Level II – Mitigated Violations (Bylaw 19.9.7)

4. Selected staff members in the financial aid department must attend one Regional Rules Seminar by July 2022.⁷
5. Public reprimand and censure through the release of the negotiated resolution agreement.
6. Vacation of team and individual records: Ineligible participation in the men's basketball, women's basketball and women's volleyball programs occurred over four years as a result of violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and NCAA Division I Committee on Infractions Internal Operating Procedure (IOP) 5-15-7, 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 participation⁸ 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. However, the individual finishes and any awards for all ineligible student-athletes shall be retained. Further, the institution's records regarding its men's basketball, women's basketball and women's volleyball 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,

⁶ Consistent with Level III case precedent and based on the violation being the result of a clerical/data entry error and the subsequent change in the bylaw that would make the aid awarded now permissible, the parties agree that a 1-for-1 penalty is appropriate in this circumstance.

⁷ There are two NCAA Regional Rules Seminars per calendar year. The panel notes that George Mason did not identify the “selected staff members” who will be required to attend the NCAA Regional Rules Seminars. The panel strongly encourages George Mason to require any and all financial aid staff members who have athletics-related financial aid responsibilities to attend. George Mason should identify the individuals who attend the NCAA Regional Rules Seminars in the institution’s annual compliance report submitted to the Division I Committee on Infractions.

⁸ The institution shall maintain their 2018 women's basketball NIT banner. The banner only includes the institution's participation in the NIT. The banner does not include an NCAA championship or Final Four appearance.

institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in their 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 men's basketball, women's basketball and women's volleyball 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 also be delivered to the office of the Committees on Infractions at the same time.

7. 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 office of the Committees on Infractions by October 31, 2021, setting forth a schedule for establishing this compliance and educational program.
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by August 1 during each year of probation. Particular emphasis shall be placed on the institution's compliance measures taken to ensure adherence with financial aid legislation and related rules education.
 - d. Inform prospects in the affected 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 webpage "landing page" and in the media guides for the affected sports programs. 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.
8. 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 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 comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level II – Mitigated.

If a hearing panel approves the negotiated resolution, the institution agrees that they will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution 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 if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based. Additionally, the parties acknowledge that this negotiated resolution will not be binding if the case is referred to the independent accountability resolution process (Bylaw 19.11).

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

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

VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.5.12.2. In this case, the hearing panel determines that 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 George Mason. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Mitigated violations in Figure 19-1 and Bylaw 19.9.5 and with 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 George Mason that it 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 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
Carol Cartwright, chief hearing officer
Kendra Greene
Joseph Novak