

CASE SUMMARY

Lynchburg violated financial aid rules

Violations occurred when Lynchburg inadvertently awarded a disproportionately higher amount of financial aid to student-athletes than to other recipients. In total, Lynchburg improperly awarded a total of \$155,325 of financial aid in 57 instances during the 2022-23 academic year, according to the Division III Committee on Infractions.

At the time of the violations, Lynchburg held scholarship competitions called Scholarship Days in which all admitted students had the opportunity to earn additional financial aid based on criteria unrelated to athletics participation.

Lynchburg traditionally held Scholarship Days during both the fall and spring semesters. Based on the timing of their acceptance to the school, student-athletes typically attended these events during the fall semester, while non-student-athletes attended during the spring.

Lynchburg canceled the program after the fall 2021 semester without offering a comparable financial aid opportunity in the spring. Due to the timing of the cancellation, 78% of the incoming 2022-23 students who received aid via the program were student-athletes.

As a result of the violations, the parties also agreed that the school failed to monitor its financial aid process to ensure that packages were awarded consistently.

The agreed-upon penalties include:

- One year of probation.
- A fine of \$1,500.
- A Level II review by the Committee on Financial Aid.

Members of the Committee on Infractions are drawn from the NCAA membership and public. The members who reviewed this case are:

- Crystal Gibson, director of athletics and recreation at St. Mary's (Maryland).
- Ellen O'Brien, associate athletics director for compliance and senior woman administrator at Marymount (Virginia).
- Thomas Simmons, director of athletics at Ohio Northern.
- Matt Tanney, associate vice president and director of athletics at Denison and chair of the committee.
- Angela Givens Williams, member of the public.

NEGOTIATED RESOLUTION¹

University of Lynchburg – Case No. 020354

January 23, 2026

I. CASE SYNOPSIS

The institution and NCAA enforcement staff agree with the violations and penalties detailed below.

In 2023, the NCAA Division III Financial Aid Committee completed a Level I review of the University of Lynchburg's (Lynchburg) financial aid report for the 2023-24 reporting cycle and referred the case for a Level II review. The Financial Aid Committee referred the case because it wanted additional information related to issues identified in the institution's submitted data. Specifically, the Financial Aid Committee was concerned about (1) student-athletes having a higher percentage of their financial need met as compared to other students and (2) a distinguishable pattern of awarding where more student-athletes received gift aid as compared to other students. February 28, 2024, after receipt and review of the institution's response to those concerns, the Financial Aid Committee notified Lynchburg that it was referring the case to the enforcement staff.

In April 2024, the enforcement staff contacted Lynchburg and began a collaborative investigation. The investigation revealed that for the students who matriculated in 2022-2023, the institution improperly awarded financial aid because student-athletes received a disproportionately higher amount of financial aid as compared to other recipients. The cause of the violation was related to a scholarship competition called "Scholarship Days" where the institution invited all admitted students to campus to earn additional financial aid.² Specifically, faculty and staff³ interviewed competitors and scored them based on set criteria, to include SAT or ACT scores and grade point average. The faculty and staff also scored essays the competitors wrote during the event. Athletic participation was not considered. Other factors such as need further determined the total award amounts. Every student who attended the event received financial aid. Additional students who did not come in person, but participated in other ways such as phone interviews, also received financial aid.

These Scholarship Days traditionally took place on a few select dates in both the fall and spring semesters. Because coaches began recruiting prospective student-athletes earlier, this population tended to submit their applications for admission earlier than non-student-athletes. Due to the University's use of rolling admissions, prospective students who apply earlier are typically accepted earlier. As a result, more prospective student-athletes typically participated in the fall Scholarship Days, and non-student-athletes tended to participate in much greater numbers in the spring.

¹ In reviewing this agreement, the committee made editorial revisions pursuant to NCAA Division III Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-8-1-2. These modifications did not affect the substance of the agreement.

² Approximately 25% of the incoming student body participated in Scholarship Days. The institution did not consider athletics as an award factor.

³ Athletics staff members were not involved in these events.

This scholarship model had been the subject of an NCAA Financial Aid Review Committee Inquiry in 2016. The methodology was deemed compliant. The model remained unchanged until the university discontinued “Scholarship Days” after the Fall of 2021. The last “Scholarship Days” event took place in the Fall of 2021, for students who matriculated in the 2022-2023 academic year. The institution’s new leadership within the Enrollment Office did not offer any scholarship day competitions during the Spring of 2022, although other forms of financial aid were offered to students matriculating in the year 2022-2023. Because the scholarship day competition was discontinued mid-year, a significantly higher number of prospective student-athletes received the Scholarship Day related financial aid versus other prospective students due to the prospective student-athletes’ higher attendance in the fall Scholarship Days.

The enforcement staff found the violations were inadvertent and the institution did not realize the removal of spring Scholarship Days would result in a disproportionate amount of aid being provided to student-athletes. However, the investigation revealed that, as to the merit scholarships awarded as part of the Scholarship Days process for matriculation year 2022-2023, the institution lacked policies and procedures designed to monitor and ensure consistent financial packaging across the entire student body.

II. PARTIES’ AGREEMENTS

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

1. [NCAA Division III Manual Bylaw 15.3.1-(c) (2022-23)] (Major)

During the 2022-23 academic year, the institution improperly awarded approximately \$155,325 of financial aid on 57 instances across multiple sports, contrary to NCAA financial aid legislation. Specifically, during the 2022-23 academic year, 25% of the total incoming class participated in “Scholarship Day” awards. Of that group that received institutional gift aid, 78% (80 students) were student-athletes, and 22% (23) were non-student-athletes. This demonstrates that financial aid packages for the student-athletes were clearly distinguishable from the general pattern of financial aid for all recipients at the institution.

2. [NCAA Division III Manual Bylaw 20.15.2 (2022-23)] (Major)

During the 2022-23 academic year, the scope and nature of the violations detailed in Agreed-Upon Findings of Fact No. 1 demonstrate that the institution failed to adequately monitor the awarding of financial aid to ensure student-athlete financial aid packages were not clearly distinguishable from the general pattern of all recipients. Specifically, the institution did not establish policies and procedures to prevent or detect violations in a timely manner regarding consistent financial aid packages.

3. [NCAA Division III Manual Bylaw 15.3.4 (2022-23)] (Secondary)

In March and April 2023, a member of the institution's athletic staff was involved in the review of the institutional financial assistance to be awarded to a student-athlete. Specifically, on or around March 16 through April 27, 2023, an assistant coach participated in communications with the then-director of admissions, requested that she review a prospective student-athlete's financial aid package, and asked whether the institution could offer additional financial aid. The then-director of admissions spoke with the family of the student, consistent with her regular practice to speak with all families who raised concerns about financial aid.

III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED

None.

IV. REVIEW OF OTHER ISSUES

None.

V. PARTIES' AGREED-UPON PENALTIES⁴

Pursuant to Bylaw 32.9.3-(e), the parties agree to the following penalties:

Penalties for Major Violations (Bylaw 19.5.2)

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. Probation: One year of probation from **January 23, 2026, through January 22, 2027.**⁵
3. 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 financial aid legislation;

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 NCAA Division III Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

⁵ Institutions must serve probation during the prescribed penalty period.

- b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by **March 15, 2026**, 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 **November 1st**, during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to financial aid;
 - d. Inform prospects in all sport programs in writing that the institution is on probation for one year and detail the violations committed. The information shall be provided as soon as practicable after the prospect is recruited pursuant to NCAA Bylaw 13.02.8 and, in all instances before the prospect signs a financial aid agreement or initially enrolls at the institution, whichever is earlier;
 - 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 sport 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: (1) clearly describe the infractions; (2) include the length of the probationary period associated with the case; and (3) 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.
4. The institution shall pay a fine of \$1,500 to the NCAA.
 5. During the period of probation, the institution shall request a Level II review from the Committee on Financial Aid and shall abide by any recommendations made by the reviewer. The results of the review and steps taken to implement and abide by recommendations shall be included in the institution's annual compliance reports.
 6. 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 32.9, and the NCAA Division III Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations 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 the violations identified in this agreement occurred and should be classified as major.

If the Committee on Infractions 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 Bylaw 19.5.

The OCOI 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. Additionally, as required by NCAA legislation for any institution involved in a major infractions case, Lynchburg shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, date.

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.

The parties further acknowledge that the Committee on Infractions, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the Committee on Infractions reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 32.8) or notice of allegations (Bylaw 32.7) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should the Committee on Infractions approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

VII. DIVISION III COMMITTEE ON INFRACTIONS APPROVAL

Pursuant to Bylaw 32.9.6, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI may reject a negotiated resolution agreement only if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 32.9.7. In this case, the COI determines that the agreed-upon facts, violations, and type of violations are appropriate for this process. The agreed-upon penalties align with the penalties available under Bylaw 32.9 and with past case guidance. Pursuant to Bylaw 32.9.6, this negotiated resolution has no precedential value.

The COI advises Lynchburg that it should take every precaution to ensure that it observes 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 DIVISION III COMMITTEE ON INFRACTIONS

Crystal Gibson
Ellen O'Brien
Thomas Simmons
Matthew Tanney, chair
Angela Givens-Williams