

**BOARD OF VISITORS
GEORGE MASON UNIVERSITY**

**Executive Committee Meeting
Wednesday, October 15, 2025
Virtual**

MINUTES

PRESENT: Rector Charles Stimson, Vice Rector Michael Meese, Secretary Armand Alacbay, Visitors Robert Pence and Jeffrey Rosen.

ABSENT: none.

ALSO PRESENT: **Visitor** Jon Peterson; Solon Simmons, Faculty Representative; Rachel Spence, Staff Representative; Isaiah Grays, Undergraduate Student Representative; Gregory Washington, President; Anne Gentry, University Counsel; Dan Stephens, Interim Senior Vice President and Chief Financial Officer; and Bridget Higgins, Secretary pro tem.

I. Call to Order

Rector Stimson called the meeting to order at 1:01 p.m.

II. Approval of the Minutes

Rector Stimson called for any corrections to the Executive Committee Meeting Minutes for May 1, 2025, the Planning Conference Minutes for July 31, 2025, and the Full Board Meeting Minutes on August 1, 2025 provided for review in the meeting materials.

Visitor Rosen asked for clarification regarding the rector's use of "recessed" or "adjourned" at the conclusion of the August 1, 2025 meeting. Counsel agreed to review the record and amend the minutes accordingly if necessary, based on what was said. Visitor Peterson added that previous meetings have always adjourned.

Hearing no additional corrections, the meetings' minutes stood **APPROVED AS WRITTEN**.

III. Rector's Report

A. View from the Bridge

Rector Stimson provided an update of the Board's activities, to include:

- The situation of BOV members that were not confirmed by the Senate Committee on Privileges and Elections: Preston Cooper, Jeffrey Dinwoodie, Bobbie Kilberg, William Moschella, Sarah Parshall Perry, and Harold Pyon, restating that along with earlier unconfirmed members, they are volunteers, fundraisers, and advocates for the school and have done nothing wrong. The Virginia Supreme Court will hear the case at the end of October.
- The rector stated that concerns expressed by Senator Scott Surovell, AAUP, and others specific to the legality of the meeting are unfounded. Article IV, Section 5 and Article V, Section 2.c of the Board's bylaws and VA Code § 23.1-1502F state that the executive committee can be convened in the absence of a quorum of the full board and conduct the university's business. The Board, through the Executive Committee, had the critical need to approve faculty elections, academic program changes, and compliance with Virginia laws and initiatives.
- Highlights included celebrating the Fuse at Mason Square with Student Body President, Isaiah Grays, joining Governor Youngkin to cut the ribbon for the E2 Center.

Rector Stimson reminded the Committee of upcoming events: the annual BOV Recognition Event, SCHEV's November Orientation, the Board's next scheduled meetings, the university's Thanksgiving break, the Holiday Reception at the Mathy House, and Winter Commencement.

B. Law School Foundation Affiliation Agreement (ACTION ITEM)

Rector Stimson introduced the Law School Foundation Affiliation Agreement (**ATTACHMENT 1**), informing the Committee that it was written by Michelle McKinnon of McGuire Woods, one of the top affiliation agreement writers in the country.

Rector Stimson **MOVED** that the Executive Committee approve the Law School Foundation Affiliation Agreement as provided in the meeting materials. The motion was **SECONDED** by Visitor Pence. Rector Stimson opened the floor for discussion.

Solon Simmons asked if paragraph 6D of the agreement provides that gifts to the Foundation would go through the Gift Acceptance Advisory Committee (GAAC). Vice Rector Meese confirmed that 6D allows for the GAAC process and is consistent with the language used for the George Mason Foundation.

Visitor Peterson, referencing the concerns of the community, asked if this agreement may be updated in the future. Rector Stimson said it would be binding; however, it could be amended or terminated at any time. Rector Stimson continued to address the concerns of the community, and the AAUP in particular, with responses provided by the authors of the agreement:

1. The agreement does not change the structure of the Law School as a component of George Mason University and the Foundation is under the ultimate control of its Board of Trustees. The Foundation has no ability to dictate programs and the agreement specifically prohibits gifts that commit Scalia Law to specific activities without the university's approval.
2. The foundation cannot raise funds for Scalia Law and then divert the funds elsewhere. Federal law is clear that nonprofits must use raised funds for its intended purpose.
3. Potential conflict of interests are managed by University Policy 4001.
4. In Virginia, the university does not control the Foundation's Trustees, thus avoiding complications with the laws of governing public institutions and to keep Foundation money out of the state treasury. One to three university leaders may serve in an ex officio capacity.
5. The Foundation does not supplant the role of the university's foundations or governance mechanisms, but is a dedicated fundraising affiliate to promote Scalia Law.

The **MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.**

Yes: 5

Absent: none

C. Patriot Labs – 501c3 Organization Resolution (ACTION ITEM)

Rector Stimson turned the Committee's attention to the proposed establishment of an affiliated non-profit research corporation (**ATTACHMENT 2**) to compete for increased levels of Department of War funding for applied engineering research. He then recognized Vice Rector Meese and Kenneth Ball, Dean of the College of Engineering and Computing, to provide background.

Vice Rector Meese, as Chair of the Research Committee, explained that the practice at other top schools is to have a separate organization that is agile at classified proposals and department requests. This resolution notifies the university and community that the university will move forward on drafting an affiliation agreement with the expectation that it will be reviewed by the Research Committee. He directed any AAUP concerns to Dean Ball.

Dean Ball added that Mason's R1 applied research would be the primary beneficiary of this nonprofit. The resolution will allow counsel to draft articles of incorporation for the 501c3, using the same counsel Virginia Tech used in creating their 501c3. This resolution gives Mason the nimbleness needed for its classified programs. This requirement was identified over the last five years via the university's Rapid Prototyping Research Center, a \$320 million research contract managed by the Air Force Research Lab. The 501c3 would alleviate risk for the university by working within federal and state rules and regulations.

Vice Rector Meese **MOVED** that the Executive Committee approve the Patriot Lab Resolution as provided in the meeting materials. The motion was **SECONDED** by Visitor Pence. Rector Stimson opened the floor for further discussion of which there was none.

The **MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.**

Yes: 5

Absent: none

Highlighting committees that are unable to meet due to insufficient membership for a quorum, Rector Stimson interjected that committee assignments may need to be addressed at a future meeting to allow for all committees to conduct business.

D. IT Procurement – Recommended Contractual Language Changes Proposed by the Commonwealth Resolution (ACTION ITEM)

Rector Stimson introduced the Information Technology Procurement Resolution (**ATTACHMENT 3**), informing the Committee that the resolution adopts important provisions enacted by the General Assembly in their 2025 regular session.

Rector Stimson **MOVED** that the Executive Committee approve the IT Procurement Resolution as provided in the meeting materials. The motion was **SECONDED** by Secretary Alabay. Rector Stimson opened the floor for discussion of which there was none.

The **MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.**

Yes: 5

Absent: none

IV. President's Report

Rector Stimson recognized President Washington who reported the following:

- Mason's enrollment is following projections. The university enrolled its largest undergraduate class, an increase of 2.1% from last year. Graduate student enrollment is down 5% due to international student challenges and Law School enrollment is also down 3.6%.
- Overall, the university has maintained its nation-wide rankings, with minor changes in different academic areas. The meteoric rise from the past four years as a result of policy and program changes has leveled off and are anticipated to stay as-is unless there are major changes.
- Research expenditures are promising, despite the headwinds. The sharp rise of award terminations has leveled off from the start of the year. Research awards in the first months of the fiscal year total \$36 million, with \$40 million in expenditures.

A. Baseball Stadium Update

President Washington pivoted to the subject of West Campus facilities, particularly highlighting the age and lack of investment in the field house and baseball facilities, noting the quality is below the norm of some area high schools.

While there is no proposal at this point, President Washington solicited member feedback on baseball facilities to include practice fields, cages and bays, strength, conditioning, and recovery facilities, coaching and staff offices, and a stadium for up to 5,000 spectators with media facilities, new video board and sound system, and locker rooms that would align with a D1 program. Baseball is one of Mason's most successful athletic programs, producing over forty major league players, four just last year. The university can build on that success with upgraded facilities.

President Washington then invited Marvin Lewis, Assistant Vice President and Director of Intercollegiate Athletics, to provide additional details. Mr. Lewis expanded on the baseball facilities' purpose, including academic internships, job opportunities, enhancements to the sports management, public health, or business degrees, and being the home for student recreation and club teams. The facilities could become a year round community hub, offering rentable fields for youth teams or events like movies at the park.

President Washington concluded that the campus commitment would be around \$30 million. Visitors Pence and Peterson are working with potential partners, determining what resources they could provide. Options include the university financing the project outright and renting or leasing the facilities to partners or a joint venture with partners.

Discussion ensued:

- Visitor Pence strongly advocated for the project to build on the successful baseball program, highlighting that we have the land, the players, and the coaches. He also informed the Committee that he will be working with Visitor Peterson on a detailed outline that would be actionable while allowing for modification as opportunities with partners arise. If conversations with potential partners such as minor league teams were to materialize, he would want to be able to move forward quickly, hopefully by next summer.
- Visitor Peterson reminded the Committee of their bus tour of West Campus and how they discovered there were no bathrooms or concessions to encourage the public to engage with our teams. The more we can get the community involved, the better the community and campus we have. He conveyed that this is a game changing opportunity and that we should get started.
- Isaiah Grays agreed, informing the Committee that this project would be a way to increase school spirit and student engagement.

Rector Stimson thanked President Washington for his report and indicated his full support for the baseball facilities project. He looked forward to more progress by the next meeting so that work can begin after the spring season.

V. Committee Report

Secretary Alabay reported on the activities of the Academic Affairs Committee that met on September 10, providing a summary of the presentations received by Provost Antony; David Burge, Vice President for Enrollment Management; and Alan Byrd, Dean of Admissions.

Secretary Alabay **MOVED** that the Executive Committee approve the following action items, en bloc, as they are provided in the meeting materials:

- Program Actions

- CEHD: Replacing School of Education, School of Kinesiology, and the School of Sport, Recreation, and Tourism Management with four (4) new departments (ACTION ITEM):
 - Department of Special Education and Disability Research;
 - Department of Teaching and Learning;
 - Department of Kinesiology, Sport, and Hospitality Management; and
 - Department of Counseling, Leadership, and Educational Sciences.
- COS: Renaming the Department of Atmospheric, Oceanic, and Earth Sciences to the "J. Shukla Department of Atmospheric, Oceanic, and Earth Sciences." (ACTION ITEM)
- Closed Degree Program
 - Taxation MS (ACTION ITEM)
- Faculty Actions (ACTION ITEM)
 - Conferral of Emeritus/Emerita Status (ACTION ITEM)
 - Elections of New Tenured Faculty (ACTION ITEM)

The motion was **SECONDED** by Vice Rector Meese. Rector Stimson opened the floor for discussion of which there was none.

The **MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.**

Yes: 5

Absent: none

VI. Closed Session

- A. Consultation with Legal Counsel pertaining to actual or probable litigation (Code of VA: §2.2-3711.A.7)
- B. Consultation with Legal Counsel regarding the aforementioned items (Code of VA: §2.2-3711.A.8)

Rector Stimson conferred with counsel about any legal matters that require a closed session. Anne Gentry, General Counsel, indicated there were none.

Rector Stimson then asked if there was any additional business to come before the Executive Committee. Hearing none, the meeting was recessed at 1:53 p.m.

Bridget Higgins
Secretary pro tem

Attachment 1: Affiliation Agreement: Law School Foundation (11 pages)

Attachment 2: Resolution: Establishment of an Applied Engineering Research Corporation (2 pages)

Attachment 3: Resolution: Information Technology Goods and Services Contract Terms (1 page)

Attachment 4: Public Comments (11 Pages)

Affiliation Agreement

between

George Mason University and Foundation for Scalia Law

THIS AFFILIATION AGREEMENT (“Agreement”), dated as of October 15, 2025 (the “Effective Date”), is made between George Mason University (the “University”) and Foundation for Scalia Law (the “Foundation”).

WHEREAS, the Foundation was organized and incorporated effective as of August 21, 2025, and is a Virginia nonstock corporation; and

WHEREAS, the Foundation was created for the purposes of (1) promoting the advancement and furthering the aims and purposes of the Antonin Scalia Law School of George Mason University (“Scalia Law”) in a manner that honors the legal legacy of Antonin Scalia by the development and application of financial resources to the progress of Scalia Law with primary emphasis on fostering the studying and teaching of law at Scalia Law, (2) engaging in fundraising in collaboration with Scalia Law and managing endowment and other assets for the benefit of Scalia Law, and (3) receiving, managing, investing, and administering private gifts and property and making expenditures to or for the benefit of Scalia Law, including for operational support of Scalia Law; and

WHEREAS, the Foundation is an organization described in Internal Revenue Code section 501(c)(3) and is classified as a publicly supported organization under Internal Revenue Code sections 509(a)(1) and 170(b)(1)(A)(iv) and must abide by both federal and Virginia laws and regulations applicable to such types of entities; and

WHEREAS, the Foundation receives, manages, invests, and administers private gifts and resources, including endowments, real and intangible property, and funds held for others, and

acknowledges gifts and disburses funds in accordance with donor intent and its fiduciary responsibilities; and

WHEREAS, the Foundation is dedicated to increasing its endowment to enable it to carry out its purpose of furthering the long-term academic and other priorities of the Scalia Law through financial support to or for the benefit of Scalia Law; and

WHEREAS, the establishment of the Foundation is not intended to reduce the University's support of Scalia Law; and

WHEREAS, in connection with carrying out its activities and operations in furtherance of its purposes, the Foundation expects to retain personnel experienced in managing and investing private contributions and endowment and other assets; and

WHEREAS, the University is an institution of higher education and agency of the Commonwealth of Virginia, established for the purpose of providing higher education for students; and

WHEREAS, the University and the Foundation desire to set forth the basic terms of their relationship;

NOW, THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term, Termination, and Amendments

(a) The term of this Agreement shall expire June 30, 2031, and shall automatically renew for subsequent five-year periods thereafter unless terminated earlier as prescribed in this Agreement.

(b) Either party may, upon 90 days prior written notice to the other, terminate this agreement without cause.

(c) Either party may terminate this Agreement for cause in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time period after receiving written notice of such default.

(d) Consistent with the Foundation's Articles of Incorporation, should the Foundation cease to exist or cease to be an organization described in Internal Revenue Code section 501(c)(3), the Foundation will transfer its assets and property to or among the University or any one or more foundations affiliated with the University that are organized and operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code sections 501(c)(3) and 170(c)(2)(B). If none of the University or its affiliated foundations are then so described, the Foundation will distribute its assets and property to one or more organizations that are organized and operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code sections 501(c)(3) and 170(c)(2)(B). The Foundation agrees to transfer such assets and property in a manner that furthers the best interests of Scalia Law and the University, as determined by the Board of Trustees of the Foundation in consultation with the University.

(e) This Agreement may be amended only upon the written agreement of the University and the Foundation.

2. Background of the Parties

(a) Pursuant to Section 23.1-1301 of the Code of Virginia, the Board of Visitors of the University is vested with the authority to manage the funds of the University, make regulations and policies concerning the University, appoint the President of the University, appoint all professors, teachers, staff members, and agents of the University and fix their salaries, and generally direct the affairs of the University.

(b) The Foundation is a separately incorporated Virginia nonstock corporation and is an organization described in Internal Revenue Code section 501(c)(3) and was created to manage, invest, and distribute private resources to advance and further the mission and purposes of Scalia Law.

(c) The Foundation Board of Trustees is responsible for: (i) the control and management of all assets of the Foundation, including the prudent management of all gifts and endowment funds, real estate, and other investment assets in a manner consistent with written donor intent and with any applicable law, and (ii) the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws and other policies adopted by the Foundation's Board of Trustees that address the Board of ' fiduciary responsibilities, including expectations of individual Trustees based upon ethical guidelines and policies.

(d) The University is responsible for any fund-raising activities of the University; provided, however, the Foundation and its Board of Trustees may collaborate with Scalia Law on fund-raising activities.

(e) The University is responsible for the compensation and evaluation of all University advancement personnel. The Foundation is responsible for the compensation and evaluation of all Foundation personnel.

(f) The Foundation, in furtherance of its purpose to advance the mission and purposes of the Scalia Law, may provide funds to supplement the budget of the University's development and advancement operations and campaign initiatives that support Scalia Law.

3. Responsibilities of the University to the Foundation

(a) The President of the University and the Dean of Scalia Law shall be responsible for communicating to the Foundation the University's and Scalia Law's priorities, and strategic and long-term plans, as approved by the University's Board of Visitors.

(b) The University recognizes that the Foundation is a private corporation with the authority and obligations to keep its records and data confidential and private, consistent with donor intent and the requirements of applicable law.

(c) Consistent with its Articles of Incorporation, the Foundation agrees that the Dean of Scalia Law shall serve as an *ex officio* member of the Board of Trustees of the Foundation and shall have full voting rights.

(d) If and to the extent the Foundation provides any services to the University, the University agrees that it will pay the Foundation fair and reasonable compensation for such services.

(e) If the parties agree that the University will provide office space to support the activities of the Foundation, the Foundation and the University shall enter into a separately negotiated Space Usage Agreement the terms of which shall provide that the University will provide such office space to support the activities of the Foundation as set forth herein and shall include provisions requiring the Foundation's payment of costs of telephone service, information technology service, and other necessary services for the office operations of the Foundation if provided by the University. In addition, the Foundation and the University shall enter into one or more separately negotiated services agreements related to any other services provided by the University to the Foundation as agreed by the parties, and the Foundation will pay to the University fair and reasonable compensation for such services.

(f) The University hereby grants to the Foundation, consistent with the Foundation's purpose of furthering the aims and purposes of the Scalia Law, a nonexclusive license to use the names "George Mason University," "Antonin Scalia Law School of George Mason University," and "Scalia Law" and the George Mason University and Scalia Law logos in accordance with the

University's published guidelines. The Foundation shall operate under its own seal and legal name for official business.

(g) The University agrees that it will work to facilitate and encourage an appropriate and customary agreement for use and access between the Foundation and the owner of data and information and any database used for storage of such data and information for development and advancement operations and campaign initiatives, which data and information and database is currently or may be in the future accessible to the University and Scalia Law, to promote fundraising on behalf of the Foundation for the support of Scalia Law.

4. Responsibilities of the Foundation to the University

(a) Infrastructure Support for University Advancement

(1) The Foundation shall create an environment conducive to increasing private support for its purpose of furthering the mission and priorities of Scalia Law and the University.

(2) The Foundation shall promptly acknowledge and issue receipts for all gifts to the Foundation in accordance with federal tax laws.

(4) The Foundation shall establish and enforce policies to protect donor confidentiality and privacy generally and in accordance with donor intent and the requirements of applicable law.

(b) Asset Management

(1) The Foundation shall adhere to applicable federal and state laws including the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, to the extent applicable, the Uniform Prudent Investor Act (UPIA).

(2) The Foundation agrees that it shall engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records and will

provide the University with a copy of the annual unaudited financial statements no later than September 15 of each year, and a copy of the annual audited financial statements no later than October 31 of each year, beginning in 2026.

(3) The Foundation shall work with the University to ensure that the University can correctly report Foundation resources and activities as may be required for the financial statements of the University, reporting to the Commonwealth of Virginia, and reporting to the United States Department of Education.

(c) Institutional Flexibility

(1) The Foundation may explore opportunities, including acquisition and management of real estate, for the benefit of the University and Scalia Law for future allocation, transfer, or use.

(2) When distributing gift funds to Scalia Law or the University, the Foundation shall disclose any terms, conditions, or limitations imposed by the donor or applicable law on the use of the contributed funds. Scalia Law and the University shall abide by such restrictions and provide appropriate documentation of such use to the Foundation.

(d) Transfer of Funds

(1) The Foundation accepts and manages private gifts and disburses funds for the benefit of Scalia Law and the University and for the benefit of designated departments or programs within Scalia Law or the University, or entities affiliated with Scalia Law and the University, in compliance with applicable laws and donor intent as set forth in applicable gift instruments.

(2) The Foundation's disbursements to or for the benefit of Scalia Law or the University must be: (i) for reasonable expenses that support a Scalia Law or University

purpose or program, (ii) consistent with donor intent as expressed in an applicable gift instrument, and (iii) not in conflict with any applicable law.

(3) The Foundation may designate a portion of its unrestricted funds for use by or for the benefit of Scalia Law or University administration in carrying out the purposes of Scalia Law and the University, which uses may include leadership compensation, in accordance with applicable policies of the Foundation and the University. If and to the extent the Foundation designates such unrestricted funds for the use of Scalia Law or the University, Scalia Law and the University shall provide the Foundation with reasonable notice if the circumstances associated with the proposed use of such funds change in a manner whereby Scalia Law or the University may request additional unrestricted funds from the Foundation.

(e) Services. If and to the extent the University provides any services to the Foundation, the Foundation agrees that it will pay the University fair and reasonable compensation for such services.

5. Foundation Funding and Administration

(a) The Foundation may use unrestricted funds, assess reasonable fees for services, or impose reasonable administrative fees on gifts and endowments to support its operations.

(b) The Foundation shall provide, at its own expense, adequate personnel, office supplies, computer systems, and other such services that may be necessary or required to carry out its purposes.

(c) The Foundation shall maintain, at its own expense, copies of the plans, budgets, donor and alumni records, and gift instruments and related documents developed in connection with the performance of its responsibilities, purposes, and obligations.

(d) The Foundation agrees that it will provide to the University copies of its annual audit and other public information.

(e) Before appointing or removing a President of the Foundation, the Executive Committee of the Foundation will consult with the Dean of Scalia Law.

6. General Terms

(a) The University's officers and Board of Visitors and Scalia Law leadership and the Foundation's officers and Board of Trustees shall hold periodic meetings to foster and maintain productive relationships and ensure open and continuing communications and alignment of priorities.

(b) Nothing herein shall be deemed to prevent the University from entering into agreements with other entities or related foundations with obligations and purposes similar to those specified in this Agreement.

(c) Before acceptance of gifts of real property, the Foundation, as part of its required and appropriate due diligence, will include a review and approval of any conditions and restrictions under policies and procedures developed by the Foundation and the University. The Foundation may choose to accept or reject any gift of real property based upon such due diligence and any conditions or restrictions imposed by the donor and not deemed to be in the best interests of the Foundation or the University. If the Foundation or the University anticipates use of the gift of real property for University business, the Foundation shall obtain the University's approval of such use before accepting such gift based solely on such intended use.

(d) Gifts agreements that commit the University or Scalia Law in any way must be approved by the Foundation and the University and Scalia Law to the extent required under policies and procedures adopted by the Foundation and the University and Scalia Law. The Foundation acknowledges that the University may choose to reject such gifts, and the University

acknowledges that the Foundation may choose to reject such gifts, due to the terms of any conditions or restrictions imposed by the donor. The University shall accept transfers of funds from the Foundation for general support of Scalia Law or in support of existing programs.

(e) The University and the Foundation acknowledge that each is an independent entity and agree neither will be liable, nor will be held out by the other as liable, for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, staff, or other agents. The Foundation further acknowledges that the Commonwealth of Virginia will not be liable for any of the Foundation's contracts, torts, or other acts or omissions.

(f) All correspondence, solicitations, activities, and advertisements concerning the Foundation shall reflect the Foundation, the University, Scalia Law, and the relationship between them appropriately.

(g) The Foundation, upon request, will provide the University with financial records of the Foundation related to the expenditure of funds held by the Foundation to or for the benefit of Scalia Law or the University.

(h) No provision of this agreement shall be deemed to create a partnership or joint venture between the University and the Foundation.

(i) The parties agree that this Agreement supersedes any prior agreements between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

GEORGE MASON UNIVERSITY

FOUNDATION FOR SCALIA LAW

By 

Rector

By 

Chair

ANTONIN SCALIA LAW SCHOOL OF GEORGE MASON UNIVERSITY

By  _____
Dean

**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE BOARD OF VISITORS
OF GEORGE MASON UNIVERSITY REGARDING ESTABLISHMENT OF AN
APPLIED ENGINEERING RESEARCH CORPORATION**

WHEREAS, the Board has been advised that to best position George Mason University (“University”) to compete for increased levels of Department of War (“DoW”) funding for applied engineering research, it would be advantageous to establish an affiliated nonstock (nonprofit) research corporation focused on addressing security priorities, regulatory requirements, and federal processes; and

WHEREAS, the University has a longstanding mission to advance knowledge, foster innovation, and serve the public good through education, research, and service;

WHEREAS, the University recognizes the strategic importance of strengthening national defense, security, and federal research initiatives in partnership with the U.S. Government, allied institutions, and industry; and

WHEREAS, the affiliated research corporation would be a supporting organization to the University and operate for the benefit of the University; and

WHEREAS, other public research universities have established similar affiliated research corporations as deemed beneficial to extend the brand and impact of such universities’ research portfolios, including Virginia Tech, Georgia Tech, University of Arizona, University of Southern California; and

WHEREAS, several federal sponsors and private companies have expressed an interest in working with a University-affiliated applied engineering research corporation; and

WHEREAS, the establishment of a separate, affiliated nonstock corporation will enable greater agility in contracting, compliance with DoW and federal regulations, and the pursuit of strategic partnerships, while preserving alignment with the University’s educational and research mission; and

WHEREAS, a separate University-affiliated research corporation in the field of applied engineering would allow the University enterprise to address opportunities presented by the DoW and other government and commercial clients with efficiencies of commercial R&D providers and thus, facilitate more research opportunities for the University; and

WHEREAS, Article VII, section 3 of the bylaws of the Board of Visitors provides that prior approval of the Board shall be required before any related private entity that performs services of special interest to the University may be established or chartered;

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The Executive Committee of the Board, acting pursuant to the authority granted to it via state statute and the bylaws of the Board of Visitors, approves the establishment of a new nonstock (nonprofit) applied engineering research corporation focusing primarily, but not exclusively, on U.S. national security, intelligence and defense related issues (the “Research Corporation”);
2. The Research Corporation shall be an affiliated organization of the University and accordingly, shall negotiate the terms of an Affiliation Agreement and such other agreements as are deemed necessary or appropriate by the Research Corporation and the University to appropriately govern the relationship between the parties (the “Governing Documents”);
3. The Governing Documents shall address matters such as communication of research and funding priorities between the University and the Research Corporation, strategic and long-term plans; teaming structures to address potential funding opportunities, appointments to any joint roles, space utilization, and other matters potentially involving shared resources;
4. The Affiliation Agreement shall have an initial term of at least five years, with provisions providing additional renewal terms;
5. The Affiliation Agreement shall be approved by the Executive Committee of the Board of Visitors in advance of it becoming final and effective; and
6. This resolution shall take effect immediately upon its adoption.

Approved by the Executive Committee of the Board of Visitors on October 15, 2025.



Armand Alacbay
Secretary of the Board of Visitors

**RESOLUTION OF THE BOARD OF VISITORS OF GEORGE MASON UNIVERSITY
REGARDING INFORMATION TECHNOLOGY GOODS AND SERVICES CONTRACT
TERMS**

WHEREAS, in its 2025 regular session, the General Assembly enacted a law, Virginia Code §2.2-4311.3, effective July 1, 2025, providing in part that no term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law, but that a public contract containing such a term or provision shall otherwise remain enforceable; and

WHEREAS, §2.2-4311.3 further provides that any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void, but that such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth; and

WHEREAS, the provisions of §2.2-4311.3 shall only apply to a public institution of higher education if its governing body has adopted the law's provisions as part of its procurement policies and procedures;

BE IT THEREFORE RESOLVED, that the Board of Visitors hereby adopts the provisions of §2.2-4311.3 as part of the University's procurement policies and procedures; and

RESOLVED FURTHER, the Board of Visitors directs and authorizes the Senior Vice President & Chief Financial Officer to take such necessary action to adopt the provisions of §2.2-4311.3 in the University's procurement policies and procedures.

Approved by the Board of Visitors on October 15, 2025



Armand Alacbay
Secretary of the Board of Visitors

Public Comments
 Received for October 15 Executive Committee Meeting
As of 10/15/25 4:30 p.m.

Full Name:	Mason Affiliation	Written Comment
Matthew Kelley	Faculty	Reject the proposed Affiliation Agreement with the Foundation for Scalia Law. There are not enough safeguards in place to prevent shadow money from infecting the University and causing irreparable harm to our reputation and function. This is far too significant an agreement to mess up. When you move fast, you break things, and George Mason University is too valuable to break!
Tehama Lopez Bunyasi	Faculty	I reject the current proposal for an Affiliation Agreement with the Foundation for Scalia Law. Our George Mason community needs a full review of this proposal to ensure safeguards are in place. Furthermore, and more importantly at this moment, an Executive Meeting of the BOV cannot be called without quorum. The George Mason University Board of Visitors is not above the law.
Julia Holcomb	Faculty	I have serious concerns about the proposed Affiliation Agreement with the Foundation for Scalia Law. If the Law School establishes its own foundation, separate from the GMU Foundation, but keeps the GMU name and brand, there are unacceptable risks to the University's governance authority, its financial well-being, and its reputation. For example, were the Law School to accept millions of dollars through undisclosed gift agreements with donors who seek to unduly influence the Law School, hiring and firing faculty and influencing curriculum, the university could have limited avenues to redress such unacceptable donor interference. The university's autonomy is precious: protect it.
virginia hoy	Faculty	The proposed Affiliation Agreement with the law school's foundation under the aegis of the University is outrageous! It is nothing less than a back door maneuver that could potentially damage the forces that have made the University a beacon of academic freedom. That this proposal is being considered by the Executive Committee without a quorum, in violation of the Board's own bylaws, is equally outrageous. And if the University is allowed only a single seat on the foundation board, who gets to determine who that person would be? Would there be a vote from the Faculty Senate? Or would the law school dean choose someone? What recourse would the University have in the case of undue donor influence? I have been a faculty member at the University for 20 years and we have fought that transparency battle before. As it appears from the proposed Affiliation Agreement, the University would have little to no ability to question any donor demands. This is very wrong and should be rejected by the Executive Committee.
Eva K. Thorp	Faculty Member Emerita, Education	I am concerned that this meeting is even being held. As of this date, the Board does not have a quorum; thus, there is not a duly constituted Executive Committee. I am particularly concerned about the proposed affiliation agreement with the Foundation for the Scalia School of Law. Given that those attending the meeting do not have decision making power due to the

		<p>questionable legality of an Executive Committee meeting without there being a fully constituted BOV, it appears that discussing this agreement is an attempt to push something through without adequate opportunities for wider university input. While I have procedural concerns about the meeting, I am also concerned about the proposed agreement itself and urge that it be rejected due to what appears to be the potential for undue donor influence and potential conflict of influence, with very limited University representation on the Foundation Board.</p>
Laura Buckwald	Alumni	<p>I object to any meeting to be held by any members of the George Mason University Board of Visitors (BOV) until the BOV returns to a full quorum and obtains a vote of confidence from the GMU community. The Board does not currently have a quorum and is adjourned, not recessed, making any meetings by remaining members of the BOV illegal. George Mason University has issued Vote of No Confidence in the BOV and the illegally proposed meeting on October 15, 2025 demonstrates why the GMU community has no confidence in this BOV acting in the best interests of GMU.</p> <p>In addition, the proposed Affiliation Agreement with the Foundation for Scalia Law where the GMU School of Law is seeking to establish its own foundation separate from the GMU Foundation is riddled with unacceptable risks to the university's governance and financial well-being. This proposal has no safeguards and represents serious financial and reputational risks to the university. If passed, agreement will cause alumni and other donors to withdraw our donations to the university and cease support for GMU. Therefore, the Affiliation Agreement with the Foundation for Scalia Law proposal must be immediately and resoundingly rejected.</p>
Professor G. Chesler	Faculty	<p>I am writing as a tenured professor and committed educator, working at GMU since 2013. I have grave concerns about the actions of the BOV and oppose their scheduled meeting on 10/15 which is in breach of the Virginia Law and the Board's Bylaws. This meeting should not be held, nor any BOV business conducted, until such time as the BOV returns to its legal status. Until then, any actions made by the BOV should not stand.</p> <p>Further, I reject any BOV actions granting the Scalia Law School its own foundation using the GMU name and association. This will put the greater university at risk, contains no safeguards, and effectively creates a structure of private and secret donations and payments funneling through and in association with our university.</p> <p>In order to preserve the stature and ethos of GMU, I further propose the Scalia Law School break from GMU entirely and become its own 'university'.</p>
James H. Finkelstein	Professor Emeritus	<p>I urge you to reject the proposed Affiliation Agreement with the Foundation for Scalia Law. As someone with expertise in university and nonprofit governance, I find it deficient in protecting George Mason University's interests. It asks the university to surrender control of an entity operating under Mason's name and reputation while granting</p>

only token representation—one seat out of up to fifteen trustees—and no guaranteed financial benefits. No prudent governing board would approve such terms.

The Foundation's governance is deeply flawed. Its board will be self-perpetuating, with no authority for Mason to appoint or remove trustees. One dean's vote cannot meaningfully influence an entity dominated by donors. If its priorities diverge from those of the university, Mason has no recourse. Equally troubling is the absence of minimum funding requirements. The Foundation could raise \$100 million under Mason's name and deliver only \$200,000 annually to the law school while spending hundreds of thousands on overhead—with no contractual remedy.

The agreement also fails to protect assets. If the relationship dissolves, what happens to endowment funds raised under Mason's name? The Foundation could claim ownership as an independent 501(c)(3), forcing the university into costly litigation to recover assets that should have been secured from the start.

Academic independence is at risk as well. The Foundation could supplement faculty and leadership compensation without university approval, creating conflicts of interest that undermine governance and academic freedom. It also gains broad rights to use Mason's name without prior approval. If the Foundation issues inappropriate fundraising materials or its president speaks at controversial events under the banner of "GMU Scalia Law," the reputational damage would be Mason's to bear.

The reporting requirements are also weak. With the first audit not due until October 2026, problems could fester for over a year before reaching the Board. These are not abstract concerns. Other universities with similar agreements have suffered donor-captured boards, competing solicitations that alienated donors, excessive overhead, asset disputes, compromised academic independence, and even costly data breaches. Without stronger protections, Mason is exposed to the same risks.

This agreement is an asymmetric bargain. Mason provides its name, reputation, donor relationships, and institutional resources. In return, the university receives no guaranteed funding, no control, no asset protection, and significant liability exposure. The Foundation gains complete autonomy, discretion over distributions, and the ability to accumulate wealth under Mason's brand. This is not partnership but transfer of institutional value to an entity with minimal accountability.

If you proceed, certain protections must be non-negotiable: at least 40 percent Mason-appointed trustees, mandatory distributions, full asset transfer to Mason upon termination, approval rights over bylaws and budgets, quarterly reporting, a ban on direct compensation to employees, prior approval for use of Mason's name, strong data

security, and enforceable performance metrics. Anything less fails your fiduciary duty.

There is a better alternative. By investing \$500,000 annually in enhanced in-house fundraising within University Advancement, Mason could maintain control, ensure all funds benefit Scalia Law, guarantee transparency, avoid all risks noted above, and likely achieve stronger results without siphoning resources into an independent foundation.

Your duty is to protect this institution and the Commonwealth. You would not approve such an arrangement for treasury functions or IT operations. Fundraising deserves the same rigorous governance. The choice is clear: protect Mason now through sound governance, or approve a flawed agreement and confront inevitable problems later—at far greater cost.

You must reject this inadequate agreement.

Terrence Lyons

Faculty

Dear Board of Visitors,

I am concerned that GMU's Board of Visitors' Executive Committee is meeting on October 15 without a quorum, raising troubling questions regarding university governance at George Mason University. Furthermore, I believe more transparency is needed regarding Scalia Law Foundation in order to prevent scandals relating to donors. Thank you.

Terrence Lyons

Kathleen Ann Ramos

Faculty

I am writing to urge the Board of Visitors to reject the proposed Affiliation Agreement with the Foundation for Scalia Law. The Board must choose to recommit to lawful, transparent governance that protects our public universities and avoids a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.

Rebecca R.G.

Faculty

Given the previous scandals around funding with strings attached, it sounds extremely unwise to form a separate foundation for the law school that may not follow the guidelines the Mason Foundation now follows to avoid future issues. I am also distressed that the board is meeting without a quorum--is it able to make decisions on behalf of the university at all at present?

Robbie Dieterich

Faculty

I am highly concerned to hear that the Board of Visitors appears to be considering voting despite a lack of quorum membership. This is an act that engenders serious legal and ethical concerns that endangers not just the acts of the Board itself, but also the University itself. If the Board is to adhere to it's mission of protecting the University, it MUST NOT expose the University to increased legal peril by taking votes without quorum.

I am equally concerned by information that suggests the Board is considering the affiliation agreement proposed by the Scalia Law Foundation. A system such as that agreement, that sidesteps traditional avenues for donor compliance and transparency, puts the University at risk of further legal and reputational harm. This would serve to exacerbate previous donor scandals that diminish the reputation and legacy of George Mason University.

I demand that the Board refrain from any quorum-less decisions and recommit to their mission of lawful and transparent governance that protects George Mason University. To do any less endangers not just our University but the tradition of superior public higher education in Virginia.

Serve the Commonwealth, not the donor-class!

Alyssa Cazier

Student

As a graduate student, I continue to be deeply concerned with the actions and assertions put forward by this Board of Visitors. Not only is the proposed Affiliation Agreement with the Foundation for Scalia Law a concerning conflict of interest to the university at large, this meeting is not legally valid as the Virginia Senate has rejected recent appointees and the current board does not meet quorum.

I echo my colleagues in asserting that the board must choose to recommit lawful, transparent governance that protects our public universities, or send a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia

Shauna Rigaud

alum

As a proud alum of George Mason University, I am deeply troubled by the Rector's decision to call an Executive Committee meeting on October 15 that appears to violate both the Board's Bylaws and Virginia state law. Since the Board formally adjourned in August and currently lacks a quorum, this meeting has no legal standing. Proceeding in this way undermines the transparency and integrity that the University community expects from its leadership.

I am also alarmed by the proposed Affiliation Agreement to establish a separate "Foundation for Scalia Law." This proposal poses serious risks to GMU's governance and reputation by allowing a new entity to manage funds and potentially accept undisclosed donations with limited oversight. With only one University representative on the Foundation's board, the structure invites conflicts of interest and could enable undue donor influence over academic and administrative matters.

George Mason University's strength lies in its commitment to public accountability and democratic governance. Approving this agreement through an improperly convened meeting would betray those values and jeopardize the University's credibility. I urge the Board to reject

		any action on this proposal until it can be reviewed lawfully, transparently, and with full faculty and community input.
Lauren Cattaneo	Faculty	<p>I am frustrated and angry that the BOV is planning to meet without a quorum, in order to consider a financial mechanism for the law school, which already seems to receive a different kind of treatment from this board. If the BOV is at all interested in both faculty trust and public opinion, it will not meet unlawfully in order to pass this extremely questionable affiliation agreement. It makes this institution look terrible.</p> <p>I agree with this statement: The board must choose to recommit lawful, transparent governance that protects our public universities, or send a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.</p>
Denise Albanese	Faculty	<p>It appears the BOV of George Mason is attempting to circumvent its own charter and its obligation to the taxpayers of Virginia by planning an unsanctioned, questionable Executive Meeting on 10/15. And it is doing so in the service of powerful donors seeking to undermine the very foundation of a state university as a public trust. The proposed action on behalf of the Law School raises serious questions about the Board's willingness to act transparently as fiduciary agents, as is their first and foremost job: the proposed Foundation will have unknown consequences for the health and independence, not just of the Law School, but of the university as a whole. The viability of public-funded education as a common good is at stake here. Please put your obligations to the myriad citizens and taxpayers of Virginia, and to disinterested higher education, over ideology and the fiscal interests of a powerful few insiders. I call on you to withdraw your planned, illegitimate agenda.</p>
Eric Eisner	Faculty	<p>It is essential that governance structures for public universities be fully transparent. I urge the Board of Visitors to reject the proposed Affiliation Agreement with the Foundation for Scalia Law. This is an unnecessary affiliation which could expose the university to serious reputational harm, calling its values of integrity and transparency into question. Even if the affiliation agreement were to be used solely for the purposes of fundraising with no strings attached (in which case I don't understand its necessity or the urgency and atmosphere of secrecy with which it is being rushed through), it looks to me like there would be no way to know whether donors were using it to exercise influence on curriculum, hiring, even publication. As you know, the university several years ago went through a careful process and review to ensure that donors could not use gifts in this way. This proposal would undo that work and those safeguards in an unacceptable way, breaking the university's trust with the public.</p>
Ted Kinnaman	Faculty	<p>The requirement of transparency is violated by both the process and the substance of the coming Board meeting. The process, because the meeting is not legitimate, as the Board is not in recess. The substance,</p>

		because the effect of the proposed agreement with the Law School is to shield the law school's finances from university scrutiny.
Jennifer Victor	Faculty	I'm concerned about the Executive committee acting inappropriately while the Board lacks a quorum. Considering authorizing the establishment of a Law School Foundation under these circumstances is suspect. The Board must be committed to lawful, transparent governance that keeps the health of the entirety of the university as its focus. The Foundation proposal, even if offered in good faith and well-intentioned, will be seen as an illegitimate means of funneling ideological money into the Law School. This is not a good look for the university.
Alexander Monea	Faculty	The board must choose to recommit to lawful, transparent governance that protects our public universities, or send a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.
Zachary Schrag	Faculty	I call on the Board of Visitors Executive Committee to refrain from any non-emergency actions during such time that the full board cannot meet for want of a quorum. Any such action would violate the Mason Core Value: "We hold ourselves to the highest ethical standards as educators, scholars, students, and professionals."
Amy Zhang	Faculty	The board must choose to recommit lawful, transparent governance that protects our public universities, or send a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.
Colleen Vesely	Faculty	The board must choose to recommit lawful, transparent governance that protects our public universities, or they send the message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.
Tim Gibson	Faculty	Rector Stimson, Your "executive committee meeting" is illegitimate. You have no quorum. You have no authority to pass any motions. You will have no authority until the Governor appoints, and the legislature approves, more members to the Board. Please cease and desist any further actions until that time.
Catherine Saunders	Faculty	First, I am concerned that a portion of the BOV is meeting at a time when it is not at all clear that they are legally able to conduct business. Second, I remain concerned that the proposed Law School Foundation Affiliation Agreement does not guarantee sufficient transparency to safeguard Mason's reputation. As I have mentioned before, I've been a faculty member long enough to remember the harm done by insufficiently transparent donor agreements in the past. We have, to a large degree, recovered from that harm, and in fact Mason's visibility and reputation have grown in the last few years. I would urge the full Board, when we have one, to move deliberately and carefully in

		<p>considering any such agreement, spending the necessary time both in committee and as a full board to study the potential impacts, and how, if at all, such an agreement can be crafted in a way that preserves the University's governance authority and its financial well-being. It definitely seems unwise to make decisions about such a potentially-impactful agreement given the current situation of the BOV (and the presence of this item on the agenda raises additional questions, at least for me, about why a portion of the Board has chosen to meet at this time).</p>
John Reid		I AM SPEAKING! I AM SPEAKING!
William Eisen	Student	I AM SPEAKING! I AM SPEAKING!
Austin David Lambert	Student	I AM SPEAKING! I AM SPEAKING!
Carlos Chism	Faculty	<p>This affiliation agreement has not been shared with the university administration or the Faculty Senate, both of which are critical for shared governance. The board must choose to recommit lawful, transparent governance that protects our public universities, or send a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.</p>
Jessica Scarlata	Faculty	<p>The BOV does not have a quorum and should not be meeting. This meeting shows a reckless disregard for principles of transparency and shared governance and makes clear that the current BOV members are not concerned with the well-being of GMU as a whole -- meaning all of the academic units, not just the law school.</p> <p>The board must choose to recommit lawful, transparent governance that protects our public universities. By failing to do so, they are sending a message that powerful donors and a handful of insiders matter more than the integrity of George Mason University. That choice will define not only Mason's future, but the future of public higher education in Virginia.</p>
Aniya Coffey	Student	<p>Dear Members of the Board of Visitors,</p> <p>I appreciate the opportunity to submit this written comment regarding the resolution passed in August 2025 that prohibits or eliminates many DEI (Diversity, Equity, and Inclusion) efforts at George Mason University. I write today to express my deep concern and to urge the Board to reconsider or rescind that resolution due to its harmful implications for the university's mission, community, and future success. George Mason has long billed itself as an inclusive, innovative, and diverse institution. The diversity of our student body, faculty, and staff is one of Mason's greatest strengths, fostering a rich intellectual environment, exposing all members to new perspectives, and better preparing graduates for an interconnected world. The anti-DEI resolution, however, sends a conflicting message: that difference is something to be managed away rather than embraced.</p>

By removing or forbidding programs, training, and staff roles (unless strictly required by state or federal law), the resolution risks hollowing out the infrastructure that supports equity, inclusion, and belonging for underrepresented students and employees. This limits our ability to respond to systemic disparities and to foster a campus culture of respect, understanding, and opportunity for all. While the resolution frames its intent in terms of “merit-based approaches,” it fails to account for the existing inequities and structural barriers that affect educational outcomes. Without DEI supports:

Students from underrepresented racial, ethnic, and socioeconomic backgrounds may lose mentorship programs, bridge or preparatory academic support, affinity spaces, or culturally responsive services.

Underrepresented students may feel less welcome, less supported, or more isolated, which can lead to lower retention, lower mental health and wellbeing, and decreased academic success.

The perception of the university as hostile or indifferent to equity may deter prospective students and families from underrepresented communities from applying or enrolling.

Eliminating or curtailing DEI programs disproportionately affects those already disadvantaged by systemic bias. The playing field is not flat, and removing equity supports does not make it fairer — it widens existing gaps. DEI efforts do not exist in a vacuum — they support faculty and staff hiring, retention, and professional development, especially for scholars from underrepresented and marginalized groups.

Without DEI training, search committee guidance, or equity audits, the risk of unconscious bias or inequitable decision-making in hiring, promotion, and compensation increases.

Some faculty may feel unsafe or unsupported in bringing diverse research, teaching, or community engagement work into their portfolios, reducing innovation and intellectual breadth.

The university’s reputation — locally, regionally, and nationally — may suffer. In a competitive higher education marketplace, institutions that prioritize inclusion tend to attract more talent, partnerships, external funding, and students who value pluralism.

Furthermore, the resolution was passed with minimal open deliberation and in haste, demanding elimination of programs or even staff within 30 days. Such abrupt dismantling is disruptive to ongoing work and erodes trust between administration, stakeholders, and the broader community. While the resolution claims to restrict DEI only to the extent not required by state or federal law, in practice it may generate legal risk:

Removing DEI training or oversight may hamper the university's ability to proactively identify and remedy discriminatory practices, leaving the institution vulnerable to complaints or lawsuits under Title VI, Title VII, Title IX, or equal protection principles.

Anna Forster

Student

Dear Board,
Refrain from making any decisions today at the meeting that affect students who are feeling under scrutiny because of the political climate in Washington D.C. under the trump regime. This is my advice as a constituent to virginia and a senior student at Mason, because I had been suprised that this meeting was called, and am not able to catch up with how the BOV's decisions will affect the student body. This is for the rest of my time at GMU, as well as for the good of the future staff and students who come to Mason after me. I feel strongly about this because, I care about the direction Mason goes culturally, as it affects the political climate that we live in. Thank you for your view and consideration.

Huayra Forster

Evan Ramee

Student

Mason is a commuter school only because of inadequate housing policy in Fairfax County and Fairfax City. The continued failure to supply affordable housing to students is a failure not only of the local legislatures, but of GMU management as well. Demand housing abundance near GMU. Work with the local legislatures to bring affordable housing to campus. No student should be denied the opportunity to walk, bike, or bus to class on account of hosuing costs. Local housing abundance will reduce air pollution, CO2 emissions, wasted time, and wasted land. Plan like it's the 21st century.

Griffin Crouch

Student

My name is Griffin Crouch, and I'm a 3rd year undergraduate student. The Board of Visitors should not meet and take action items when they do so directly against the view of Virginia's legislature and elected officials. Continuing to operate and do business without a quorum undermines trust in George Mason as an institution, by putting short-term, postponable matters ahead of our long-term and legal standing. It creates doubt in those decisions and hurts the faith and confidence of the Commonwealth in Mason, when we could avoid it by not meeting until all legal questions are settled.

We can disagree about the validity of those concerns, but not that the choice to meet today knowingly invites controversy that will harm the University when we've dealt with enough controversy this summer. As an undergraduate student, I'm considering our BAM and Law School, and want to be an engaged alumni - but it becomes harder to want to do that when our Rector's judgement and Board of Visitor's decision ignore the concerns of Virginia's elected legislators, who we need for funding and to facilitate opportunities for students. Holding a legally messy meeting will ultimately hurt students and our University community the most, and was the wrong call for Mason's future.

Robin Washburn	Student	I'm deeply concerned about the future of queer and trans rights at this university due to our national administration's attacks on those groups, labeling them as "terrorists" and "threats to society". Mason has so far fostered a great LGBTQ community, and I wish for this place to continue being a great place for this community. If this university can be a sanctuary for LGBTQ people, I would be quite satisfied with this board.
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