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University of Oklahoma

TEXAS A&M UNIVERSITY INFRACTIONS REPORT

OVERLAND PARK, KANSAS--This report is organized as follows:

I. Introduction.

II. Violations of NCAA legislation, as determined by the Committee on Infractions.

III. Committee on Infractions penalties.

I. Introduction.

A. Prior history of Texas A&M infraction cases, summary of violations and penalties, and factors involved in the penalties.

This case is one that involves a university that has attempted to bring its athletics program into compliance with NCAA rules, but whose efforts have been thwarted by the actions of one representative of the university's athletics interests and a number of student-athletes. The university has made great strides in its compliance program since it was placed on probation on September 20, 1988. However, even though there has been a significant commitment on the part of the president and the administration of the university, there have been those who were not committed to compliance.

Between 1956 and 1977, the university was placed on probation three times and publicly reprimanded once for major violations of NCAA rules. In September 1988, as a result of significant major violations of NCAA rules, the institution was placed on probation for two years. The football team was prohibited from participating in postseason competition for one year, and grants-in-aid, official paid visits and off-campus recruiters were reduced. That probationary period ended in September 1990. Shortly thereafter, recruiting violations in men's basketball came to light.

The investigation of the men's basketball program was commenced in October 1990. In early November 1991, following a hearing before the Committee on Infractions, the university was placed on probation for [Page 2] two years for violations of NCAA rules that occurred in the men's basketball program. Postseason competition and television appearances in that program were restricted for one year. In addition, the number of off-campus recruiters, official paid visits and grants-in-aid were reduced. The probationary period in that case terminated on November 11, 1993, only three days before the hearing in this present case.

As a result of the findings of major violations of NCAA rules in this case, Texas A&M has become one of three universities to receive seven public penalties imposed for such violations since 1952. While the university administration is committed to compliance, it is apparent that some alumni and student-athletes still believe they can violate NCAA rules with impunity. What is even more unfortunate is that the one alumnus who was involved in the violations in this case was a prominent member of the university's athletics support group, The 12th Man Foundation. This alumnus served as president-elect and president of that foundation during the time these violations were occurring. What is particularly troubling is that his actions led student-athletes to violate NCAA rules and the Texas A&M "Code of Honor."

From the evidence submitted at the hearing, the Committee found the following violations in the football program:

- a. Paying student-athletes for work that was not actually performed.
- b. Providing financial aid to prospective student-athletes.
- c. Providing extra benefits to student-athletes.
- d. Exhibiting a lack of institutional control in one area of the university's athletics program that had been involved in the 1988 infractions case.

The Committee on Infractions gave serious consideration to the penalties required under Bylaw 19.5.2.3 to be imposed on an institution that commits a major violation within the five-year period following the starting date of a major penalty. The violations in this case and the violations found in the 1991 case occurred within the five-year time period required under the "repeat violator" or so-called "death penalty" rule. In the 1991 case, the committee determined that even though the repeat violator rule could have been imposed, there were unique circumstances that led the committee not to do so. In this case, although the penalties called for under the repeat violator rule could again have been imposed, several factors existed that caused the committee to refrain from taking such action.

One important factor was that while there were serious rule violations involving several student-athletes, the violations primarily resulted from the actions of one representative of the university's athletics interests. Had more than one such representative been involved or had there been evidence that institutional staff members had actual knowledge of these violations, the actions taken by the committee would have been significantly different. [Page 3]

Equally important were the actions taken by the Texas A&M regents and the president of the university. In 1991, President William H. Mobley created a task force to examine the university's athletics programs. The task force returned recommendations on institutional control, fiscal control and integrity, and academic integrity. In keeping with the recommendations made by this task force, the regents placed the responsibility of supervising the athletics program in the hands of the president of the university in an effort to ensure appropriate institutional control. The president carried out those responsibilities. As a result of his directives, a comprehensive program for compliance was created and implemented in most areas of the athletics program.

Another important factor was that the institution made a prompt and thorough investigation when the violations were brought to the attention of the president and athletics department administration.

These factors were important to the committee when the decision was made concerning the penalties in this case. There were, however, other factors the committee considered in deciding upon the penalties that it considered appropriate. These included the repeated infraction cases involving the major violation of NCAA rules by the university over a relatively short period of time; the fact that the summer jobs program was involved in the 1988 infraction case and again in the present case; that a prominent alumnus, who was an officer of the alumni athletics foundation, was the representative of the university's athletics interests involved in the violations, and that a number of student-athletes were knowingly involved in the violations.

These factors led the committee to impose significant penalties upon the university, including only the second probationary period as long as five years ever required by the Committee on Infractions. The university and its supporters must recognize that any additional violations within the period of probation would result in even more significant penalties. It also must be recognized by all of those who support the university's athletics program that there are four groups that must be committed to compliance. These are the general university faculty and staff, the athletics department staff, the students, and the alumni and the representatives of the university's athletics interests. In this case, representatives of two of those groups failed in their commitment to abiding by NCAA rules.

After all of the violations and various factors were considered, the penalties imposed by the committee included:

- a. A five-year probationary period.
- b. Continuing a comprehensive educational program for athletics department and university staff who are involved with athletics.
- c. Improving the educational program for representatives of the university's athletics interests and alumni.
- d. Prohibiting postseason competition in football at the end of the 1994 season. [Page 4]
- e. Prohibiting the football team from appearing on television during the 1994 season.
- f. Requiring recertification of compliance with NCAA rules.
- g. Accepting the university's action to disassociate a representative of the university's athletics interests but require that the disassociation be for at least five years.

B. Summary of the investigation.

On December 16, 1992, university officials first became aware of potential violations of NCAA legislation when the university received a letter from a newspaper. The letter requested that the university comment on allegations that five football student_athletes who had been employed by a representative of the university's athletics interests at an apartment complex in Dallas, Texas, had been receiving "year_round payments" from a business organization principally owned and managed by the representative of the university's athletics. The university initiated an investigation into the allegations, which included interviews with the five student_athletes named in the allegations. On December 17, 18 and 21, 1992, university officials traveled to Dallas to meet with the representative and review requested employment records. Included on the initial trip were: the vice_president for finance and administration; the director of intercollegiate athletic compliance; the director of athletics; the head football coach, and the executive director of university relations.

The university attempted to contact the NCAA enforcement staff on December 16, 1992, and contacted the assistant executive director for enforcement and eligibility appeals on December 17, 1992, to apprise him of the situation. The five student_athletes, who had gone home for the holidays, were interviewed separately. After interviewing the five student_athletes allegedly involved and after reviewing the employment records of the representative's company that were made available, the university determined that none of the student_athletes named in the article had received "year_round payments" as had been alleged by the newspaper. On December 20, 1992, the newspaper published the article regarding the student_athletes' employment by the representative and the allegations of year_round payments to the student_athletes for work not performed.

During this time period, the university continued its primary investigation by requesting more complete employment records from the representative and conducting additional interviews with the five student_athletes and several additional student_athletes. Payroll records and available contract_labor payments also were reviewed. Some records were unavailable because various offices had closed for the Christmas holidays.

On December 22, the university's investigation revealed that all payments to student_athletes were made during permissible vacation periods. However, four of the student_athletes had received payments during times when they were not available to work. On December 23 [Page 5] and 24, 1992, university officials again contacted the NCAA enforcement staff to apprise them of the university's investigation into the matter. On December 25, a statement was released by the university declaring four football student_athletes ineligible to participate in the 1993 Cotton Bowl in Dallas, Texas.

On January 7 and 11, 1993, requests were made by university officials to meet again with the representative's attorney to answer questions involving employment of student_athletes, but the representative failed to respond to the university's request to meet. On January 22, 1993, the university sent a report to the NCAA director of eligibility declaring the four student_athletes withheld from the Cotton Bowl ineligible because of violations of NCAA Bylaw 12.4.1_(a).

On March 3, 1993, the university submitted a supplemental report to the NCAA eligibility appeals staff and declared an additional football student_athlete ineligible to participate due to a violation of Bylaw 12.4.1_(a).

On March 23, 1993, the enforcement staff sent a letter of preliminary inquiry to President William H. Mobley. On March 31 and April 1, 1993, on_campus interviews were conducted by members of the enforcement and eligibility appeals staffs with student_athletes and an institutional staff member. Additional information was developed during those interviews, including information that additional student_athletes received pay from the representative's company for work not performed. From April through June 1993, the enforcement staff conducted interviews with current and former employees of the representative's company and former student_athletes from the university.

On June 18, 1993, university officials met with enforcement and eligibility appeals staff members to review eligibility matters and to review information gathered by the enforcement staff to date and to discuss additional interviews that needed to be conducted. The enforcement staff and the university jointly continued to conduct interviews with current and former employees of the representative's company during the remaining portion of June through August 1993.

On August 12, 1993, the enforcement staff contacted the attorney for the representative and discussed a joint in_person interview with the representative and procedures that would be observed during that interview. On August 13, 1993, the attorney confirmed via facsimile letter to the enforcement staff and university representatives the procedures that would be observed during the interview and that the interview with the representative would be held at 9 a.m. Tuesday, August 17, 1993, in Dallas. At approximately 2:45 p.m. August 16, 1993, the attorney sent a letter via facsimile to the enforcement staff stating that "we regret that scheduling difficulties forced us to cancel today's interview . . . Unfortunately my schedule in the near future does not permit a prompt rescheduling. However, (the representative) . . . is aware that the NCAA may be under some time constraints." On August 18, 1993, the enforcement staff sent the attorney a letter requesting a timely rescheduling of an interview with the representative at a mutually convenient time and location for all [Page 6] parties concerned. Numerous attempts were made by the enforcement staff and university representatives to contact the attorney during August, September and October 1993 in an attempt to reschedule an in_person interview with the representative. These attempts were met with no responses or answers to the requests to interview him.

On September 7, 1993, outgoing President William H. Mobley and Interim President E. Dean Gage met with enforcement and eligibility appeals staff members to discuss the progress of the restoration request and the infractions case. On September 10, 1993, the university submitted a letter to the representative's attorney proposing written questions for his client's response and requesting an in_person interview.

Pursuant to Bylaw 32.2.4.1, President Gage was mailed a status notification letter on September 22, 1993, indicating that the enforcement staff was making every effort to complete the necessary interviews to ensure that full information was being developed.

On October 7, 1993, the enforcement staff sent to the attorney a letter via facsimile requesting a statement from the representative indicating whether he would consent to an interview with the NCAA or representatives from the university, and if so, a date and time for this interview. On October 8, 1993, the university sent another letter to the attorney requesting that his client cooperate in the interview requested by the enforcement staff and the university, and requested cooperation in responding to the questions submitted to him on September 10, 1993.

Throughout the same time period, the enforcement staff and university continued to conduct joint interviews with current and former student_athletes who may have been employed by the representative and also interviewed individuals regarding other information reported to the enforcement staff and university during this time period relating to potential NCAA violations. Information developed by the enforcement staff was provided to university representatives, the attorney for the assistant director of athletics for recruiting, the head football coach and the director of intercollegiate athletic compliance.

On October 15, 1993, the enforcement staff sent a letter of official inquiry to the university. The university's response to the official inquiry was received by the enforcement staff on October 25, 1993, in accordance with the university's request for the processing of the case. On this same date, the attorney for the university staff involved sent a letter to the enforcement staff indicating that the university's response to the letter of official inquiry represented the positions of his clients, and it should be relied upon by the Committee on Infractions for that purpose.

On October 27, 1993, the attorney for the representative telephoned the enforcement staff and informed them that his client would consent to an interview with the NCAA but not with representatives from the university. The attorney was instructed to communicate with an NCAA [Page 7] director of enforcement to arrange an interview with the representative. Several conversations took place between the director and the attorney, but the representative was not interviewed.

On November 1, 1993, the enforcement staff, university representatives and the attorney for the university staff members held a joint prehearing conference at the NCAA national office to discuss procedural matters and review issues that would be considered by the committee.

On November 2, 1993, the attorney for the representative again contacted the enforcement staff and inquired if the enforcement staff would be available to interview his client at 2 p.m. on November 4 in Austin, Texas, and the staff agreed to the interview and renewed its request to have a university representative present. After additional communication between the enforcement staff and the attorney for the representative, the interview with the representative took place on November 8, 1993, in Austin, Texas. A representative from the university was present, but he did not take part in the interview.

II. Violations of NCAA legislation, as determined by the Committee on Infractions.

A. [NCAA Bylaws 12.4.1_(a), 13.2.1 and 16.12.2.1]

During the period from January 1990 until August 1992, a representative of the university's athletics interests arranged employment for nine student_athletes during Christmas vacation, spring intercession and summer vacations at apartments he owned or managed in Dallas, Texas. However, the young men did not perform all of the amount of work for which they were compensated. They usually were paid \$400 every two weeks for the time periods involved (the equivalent of \$5 per hour for 40 hours per week), regardless of the amount of work they performed. These payments resulted in the student_athletes receiving approximately \$27,000 in wages of which approximately \$17,920 was unearned. The employer, who was a representative of the university's athletics interest, was considered part of the institution's job program due to the initial communication by the athletics department with him to arrange this employment. The checks for payments to the student-athletes were personally signed by the representative, and their checks were then segregated from the checks of the other employees for delivery to the student-athletes. The representative had personal knowledge that at least three of these young men were being compensated for work not performed. Specifically:

1. During 1990, 1991 and 1992, Student_Athlete No. 1 received at least \$4,200 in wages from the representative's company of which approximately \$2,580 was unearned. It was determined that during the summer of 1990, \$80 of the \$1,200 wages was unearned; during May 1991, \$240 of the \$400 wages was unearned; during the summer of 1991, all of the \$1,200 wages was unearned; during January [Page 8] 1992, \$320 of the \$400 wages was unearned; during May 1992, \$320 of the \$400 wages was unearned, and during the summer of 1992, \$420 of the \$600 wages was unearned. The student-athlete did not matriculate until August 1990. As a result, the payments made during the summer of 1990 were to a prospective student-athlete.

2. In January 1992, May 1992 and the summer of 1992, Student_Athlete No. 2 received at least \$1,400 from the representative's company, all of which was unearned. During these same time periods, the student-athlete was employed by and worked for another representative of the university's athletics interest. In the summer of 1990, prior to the young man's enrollment at the university, the student_athlete had been employed at another company in Arlington, Texas. This job was secured through the assistance of the university's athletics department. The student-athlete continued this employment on his own initiative at the company in Arlington, Texas, during January 1991, January 1992, the spring of 1992 and the summer of 1992. However, unknown to the second representative's company, the student-athlete simultaneously was paid by the first representative's company for work that he allegedly had performed in Dallas in January, May and the summer of 1992. In January and May 1992, he received \$400 each month and during the summer, he received \$600 for work not performed from the first representative's company.

3. In the summer of 1990, May 1991, January 1992 and May 1992, Student_Athlete No. 3 received at least \$2,400 in wages from the representative's company of which approximately \$960 was unearned. During the summer of 1990, \$80 of the \$1,200 wages was unearned; in May 1991, \$240 of the \$400 wages was unearned; in January 1992, \$320 of the \$400 wages was unearned, and in May 1992, \$320 of the \$400 wages was unearned. The student-athlete did not matriculate until August 1990. As a result, the payments made during the summer of 1990 were to a prospective student-athlete.

4. From May 1992 through the summer of 1992, Student_Athlete No. 4 received at least \$1,000 in wages from the representative's company of which approximately \$780 was unearned. In May 1992, \$360 of the \$400 wages was unearned and during the summer of 1992, \$420 of the \$600 wages was unearned. During part of this same period of time, the student-athlete was employed by another representative of the university's athletics interest. In the summer of 1991, prior to the student-athlete's enrollment at the university, he had been employed at a company in Arlington, Texas, owned by a second representative of the university's athletics interests. The job was secured through the assistance of the university's athletics department. The student-athlete continued his employment on his own initiative at the company in Arlington, Texas, during January 1992 and the spring of 1992. However, unknown to the second representative's company, the student-athlete simultaneously was paid by the first representative's company for work that he allegedly performed in Dallas, Texas, during the spring of 1992. [Page 9]

5. In January 1992, Student_Athlete No. 5 received at least \$800 in wages from the representative's company in Dallas, Texas, of which approximately \$680 was unearned.

6. During the summers of 1991 and 1992, Student_Athlete No. 6 received at least \$2,800 in wages from the representative's company, all of which was unearned. During the summer of 1991, he received \$1,200; in January 1992, he received \$400, and in the summer of 1992, he received \$1,200.

During a telephone conversation in July 1992 with the representative, the student-athlete told the representative that he needed \$400 for rent money for his apartment in College Station. The representative asked the young man if he had been working. The student-athlete informed the representative that he had not. Even though he knew that the student-athlete had not been working, the representative responded that he would get the money to the young man. The student-athlete subsequently received a check dated August 3, 1992, from an apartment complex in Dallas managed by the representative's company. The \$400 is included in the \$1,200 unearned money paid to the student-athlete during the summer of 1992. The student-athlete did not matriculate until August 1991. As a result, the payments made during the summer of 1991 were to a prospective student-athlete.

7. During the summers of 1991 and 1992, Student_Athlete No. 7 received at least \$2,314 in wages from the representative's company of which at least \$2,010 was unearned. During the summer of 1991, \$1,065 of the \$1,116 wages was unearned and in the summer of 1992, \$945 of the \$1,198 wages was unearned. The student-athlete did not matriculate until August 1991. As a result, the payments made during the summer of 1991 were to a prospective student-athlete.

8. In January 1992, Student_Athlete No. 8 received at least \$400 from the representative's company, all of which was unearned. In a telephone conversation with the representative in January 1992, after the student-athlete had exhausted his eligibility and withdrawn from the university for the spring semester, he told the representative that he wanted to work. The representative responded that the young man would be too busy to work and instructed the young man to stop by the security guard house at the entry of the representative's home in Dallas to receive a paycheck for \$400, which the student-athlete subsequently did. Prior to that time,

during the period from January 1988 to January 1991, the student-athlete received approximately \$4,800 from the representative's company. All of these wages were earned.

9. During the period from January 1990 through July 1991, Student_Athlete No. 9 received at least \$7,400 in wages from the representative's company of which approximately \$6,310 was unearned. In January 1990, \$150 of the \$600 wages was unearned; in the spring of 1990, all of the \$400 wages was earned; in the summer of 1990, \$1,360 of the \$1,600 wages was unearned, and from January 1991 until July 1991, all of the \$4,800 wages was unearned. [Page 10]

During a telephone conversation in the spring of 1990 with the representative, the student-athlete told the representative that he would be attending summer school at the university and wanted to work. The representative responded that he would take care of the situation. The student-athlete subsequently attended both summer sessions at the university during the summer of 1990 and worked approximately six Saturdays at an apartment project managed by the representative's company during that period. Even though he only worked a few days, he was fully compensated for eight weeks of summer employment.

During a telephone conversation with the representative in January 1991, after the young man had enrolled for nine hours of classes at a community college in Dallas, the student-athlete told the representative that he could not work and go to school at the same time. The representative told him not to worry because he would take care of the situation. Then in an April 1991 telephone conversation with the representative, the student-athlete told him that he was not returning to the university as a result of disciplinary action taken against him. The representative told the student-athlete that he would keep him on the payroll at his company until he enrolled at a junior college. The representative stated if he did well at a junior college, the university might "pick him up again." During that period from January 1991 through July of 1991, the representative paid the student-athlete for 24 weeks of work that was not performed.

B. [NCAA Constitution 2.1.1, 2.1.2, 2.6.1 and 6.01.1]

During the period from January 1990 to August 1992, the university demonstrated a lack of appropriate institutional control and monitoring in the administration of its intercollegiate football program when it failed to appropriately monitor the university's employment program for football student-athletes. The institution should have placed more emphasis on the control and monitoring of student_athlete employment by representatives of its athletics interests due to the finding of a violation in the September 1988 infractions case involving a student_athlete receiving wages from a representative for work not performed.

The university did not have procedures in place to determine whether an employer who was recommended by the institution was actually employing student_athletes or if student-athletes were employed to determine the number or identities of the student_athletes employed by a particular employer. The assistant director of athletics who was responsible for the jobs program mailed Texas A&M summer_job application forms to numerous individuals who completed and returned the forms to him if they had an interest in employing student_athletes. The assistant director of athletics then would contact the employer to provide information on NCAA legislation. If a student_athlete requested employment, the assistant director of athletics would

encourage the student_athlete to contact the employer. However, no follow_up procedures existed to determine if the prospective employer hired the student_athlete or to determine the number of student_athletes employed. [Page 11]

No monitoring of jobs took place to determine whether the employment of the student_athlete was in compliance with NCAA legislation during the actual employment. No information was gathered on the job locations. The only attempt to monitor the program by the institution's compliance officials was to require the student-athletes to complete the Student_Athlete Historical Report Form in the fall, which requested information concerning the summer employer, job title, dates of employment and hourly wage. The information supplied by the student_athletes was retained in the compliance office while the summer_job application forms were retained in the office of the assistant director of athletics. There was no attempt to coordinate the information received by these two offices, and in any event, the information that was collected was inadequate. The jobs program did not require the employer to provide any information other than that contained in the job application form, which was completed prior to employment. Often that form was completed only upon the employer's initial involvement in the program, and it was not updated on a regular basis.

In addition, there was no monitoring of the employment upon the conclusion of Christmas and spring break employment since the forms submitted by the student_athletes in the fall only concerned their summer employment.

C. [NCAA Bylaw 16.02.3]

A secondary violation was admitted by the institution involving the provision of an extra benefit to a student-athlete during the summer of 1992 as a result of improper meal expenses on one occasion.

III. Committee on Infractions penalties.

For the reasons set forth in Part I of this report, the Committee on Infractions found that this case involved major violations of NCAA legislation that occurred after September 1, 1985. NCAA Bylaw 19.5.2.2, as adopted by the Association's membership, requires prescribed minimum penalties, "subject to exceptions authorized by the Committee on Infractions in unique cases on the basis of specifically stated reasons," that include: (a) a two_year probationary period (including a periodic, in_person monitoring system and written institutional reports); (b) the elimination of all expense_paid recruiting visits to the institution in the involved sport for one recruiting year; (c) a requirement that all coaching staff members in the sport be prohibited from engaging in any off_campus recruiting activities for one recruiting year; (d) a requirement that all institutional staff members determined by the Committee on Infractions knowingly to have engaged in or condoned a major violation be subject either to termination of employment, suspension without pay for at least one year or reassignment of duties within the institution to a position that does not include contact with prospective or enrolled student_athletes or representatives of the institution's athletics interests for at least one year; (e) one year of sanctions precluding postseason competition in the sport; (f) one year of sanctions precluding

[page 12] television appearances in the sport, and (g) institutional recertification that the current athletics policies and practices conform to all requirements of NCAA regulations.

The Committee on Infractions determined that this case was a unique case in which the institution should receive less than the full set of minimum penalties otherwise required by NCAA legislation and that the repeat violator rule found in Bylaw 19.5.2.3 should not be applied. The factors considered are set out in detail in the first portion of this report and include that: only one representative of the university's athletics interests was involved in the violation; the only staff involvement was in one area of institutional control; except in that isolated area, the institution had in place an excellent system of compliance monitoring and had an institutional commitment to compliance with NCAA rules, and following the detection of violations, there was prompt reporting of the violations to the NCAA, a thorough investigation and complete cooperation in the processing of the case.

The committee imposed the following penalties:

A. The university shall be placed on probation for a period of five years from the date these penalties are imposed, which shall be the date the 15_day appeal period expires or the date the institution notifies the executive director that it will not appeal, whichever is earlier, or the date established by NCAA Infractions Appeals Committee action in the event of an appeal by the university.

B. Texas A&M University shall be subject to the provisions of NCAA Bylaw 19.5.2.3 concerning repeat violators for a five_year period beginning on the effective date of the penalties in this case.

C. During the period of probation, the university shall continue its comprehensive education programs, including seminars and testing to instruct coaches and athletics department personnel on NCAA legislation. These programs shall be required for the coaches and athletics department personnel in all sports. In addition to athletics department personnel, all university staff members with responsibility for the certification of athletes for admission, retention or competition shall be included in the education program. A preliminary report shall be due on January 31, 1994. The institution shall file annual written reports with the NCAA enforcement staff by July 1 of each year during the probationary period. In the reports, particular emphasis will be given to the steps taken to improve the jobs program.

D. During the period of probation, the university shall continue to improve its system of distributing educational materials concerning NCAA rules to all known representatives of its athletics interests and alumni. A report of these actions shall be submitted at the same time the university submits its compliance report for university staff members. [Page 13]

E. The institution's football team shall end its 1994 season with the playing of its last regularly scheduled, in_season contest and shall not be eligible to participate in any postseason competition or take advantage of any of the exemptions provided in Bylaw 17.7.5.2.

F. The institution's football team shall not be eligible to appear in any telecast during the 1994 season, except for the closed-circuit telecast exception provided for in Bylaw 19.5.2.5.1. This ineligibility to appear on television shall include live broadcasts, delayed broadcasts, cable broadcasts and game footage that exceeds a total of five minutes on coaches' shows at the institution.

G. The committee adopted the action of the university to disassociate for an indefinite time period the representative of the institution's athletics interests from the institution's athletics program based upon his involvement in violations of NCAA rules in this case. However, such disassociation shall be at least for the institution's probationary period and shall include the following actions: (1) the institution shall not accept any assistance from the individual that would aid in the recruitment of prospective student-athletes or the support of enrolled student_athletes; (2) the institution shall refuse all financial assistance or contributions for the institution's athletics program from the individual; (3) the institution shall ensure that no athletics benefit or privilege is provided to the individual, either directly or indirectly, that is not available to the public at large, and (4) the institution shall take such other actions against the individual that the institution determines to be within its authority to eliminate the involvement of the individual in the institution's athletics program in any manner.

Should Texas A&M University appeal either the findings of violations or proposed penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit an expanded infractions report to the members of the appeals committee. This expanded report will include additional information in accordance with Bylaw 32.9.5. A copy of the report would be provided to the institution prior to its appearance before the appeals committee.

The Committee on Infractions wishes to advise the institution that when the penalties in this case become effective, the institution should take every precaution to ensure that their terms are observed. The committee intends to monitor the penalties during their effective periods, and any action contrary to the terms of any of the penalties shall be considered grounds for extending the institution's probationary period, as well as to consider imposing more severe sanctions in this case.

Should any portion of any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. Should any actions by NCAA Conventions directly or indirectly modify any provision of [Page 14] these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

NCAA COMMITTEE ON INFRACTIONS

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