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TEXAS CHRISTIAN UNIVERSITY
PUBLIC INFRACTIONS REPORT

I. INTRODUCTION.

On June 10, 2005, officials from Texas Christian University (TCU) appeared before the Division I Committee on Infractions to address allegations of NCAA violations in the men's and women's track program. Most of the violations in this case involved the provision of impermissible inducements and extra benefits to 22 prospective and enrolled student-athletes over a seven-year period. The case also involved academic fraud and unethical conduct. The inducements and benefits were provided at the direction of the head men's and women's track coach (henceforth, "the former head coach") and through the involvement of certain assistant coaches. The violations came to light in September 2004 when one of the assistant coaches (henceforth, "former assistant coach A") mentioned them during an interview on an unrelated matter involving the head coach.

The facts in this case indicate a pattern of willful violations on the part of the former head coach and former assistant coaches. Their activities began outside the four-year period of limitations but continued into that period. Consequently, the committee made findings regarding violations that occurred both inside and outside the four-year period pursuant to NCAA Bylaw 32.6.3 (b).

The committee notes that many of the inducements and benefits were provided to world-class student-athletes, as 16 of the 22 individuals who received them eventually finished in the top 10 in a total of 43 events at NCAA indoor and outdoor track championships. The inducements and benefits were used to bring the student-athletes to campus, secure their enrollment, help them become academically eligible, maintain academic eligibility and assist with housing needs. The purpose of the former head coach in providing the inducements/benefits was to gain a competitive advantage.

The committee also takes note that many of the impermissible inducements and benefits were supplied to international student-athletes. As set forth in Finding II-N, this institution enrolled student-athletes from foreign countries at a higher rate than it enrolled international students who did not participate in athletics. International students present unique monitoring challenges; their ability to work in this country is limited by law and their scholarships are taxed by the United States government, resulting in financial shortfalls for many of them due to withholding. It is incumbent upon the institutions that

enroll international student-athletes to monitor the sources of their income and ensure that money for travel and living expenses does not come from impermissible sources. In this case, half of the named student-athletes were international students and the violations involving them arose, in part, due to their financial predicaments. It is important to note that many of the student-athletes who could not be located for interviews were also from foreign countries (e.g. Finding II-D-1). In part, because TCU did not keep track of the financial affairs of its international student-athletes, the committee finds that it failed to monitor its track and field program.

An unusual component of this case is the grant of immunity to two former assistant track coaches. Without the information formally given by these two coaches, many of the activities could not have been uncovered and allegations could not have been made. The enforcement staff advocated a grant of immunity and the institution agreed to it, noting the former assistants had been subjected to intimidation and threats by the former head coach. The atmosphere of secrecy, fear and intimidation created by the former head coach to conceal the violations required the grants of immunity in this case before a complete understanding of the case could be developed. Once the former head coach was terminated, the former assistants were generally forthcoming regarding the violations.

The former head coach initially agreed to be interviewed but only under certain conditions which the institution found unacceptable. Later, multiple requests for an interview, made by both phone and letter by the institution and enforcement staff, were made of the former head coach and his attorney. All the requests went unanswered. Finally, the former head coach was given notice of the allegations and an opportunity to respond to them but elected not to do so. His failure to respond and participate in the proceedings formed part of the basis for Finding II-M.

The institution took the position that the allegations were substantially correct. The former head coach refused to participate in the investigation, submit a written response or appear at the hearing. Some of the former international student-athletes could not be contacted and other student-athletes who initially denied involvement in violations immediately changed their positions when confronted with documents and records. In other situations, the institution took the position that assistant coaches' confessions of wrongdoing were more persuasive than the denials of other student-athletes. All of these factors caused the committee to place special reliance on the position of the institution, which was in this case in the best position to understand the climate in the track program and the circumstances and motivations of the involved individuals.

TCU was a member of Conference USA at the time of the violations. It has subsequently moved to the Mountain West Conference. The university has an enrollment of approximately 8,600 students and sponsors nine men's and 10 women's intercollegiate

sports. This was the university's third major infractions case, following a 1981 case involving the men's basketball program and a 1986 case involving the football program.

II. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

A. ACADEMIC FRAUD, IMPERMISSIBLE INDUCEMENTS AND EXTRA BENEFITS. [NCAA Bylaws 10.1-(b), 13.2.1 and 16.12.2.1]

In the summer of 1997, the former head coach instructed a former assistant track coach (henceforth, "former assistant coach B") to assist an enrolled student-athlete (henceforth, "student-athlete 1") with his academics and the former head coach condoned academic fraud committed by former assistant coach B on behalf of the young man. Further, the former head coach instructed former assistant coach B in 2000 and 2001 to assist two prospective two-year college track student-athletes in procuring essays written by another person. Specifically:

1. During the summer session of 1997, former assistant coach B, following the instructions of the former head coach, attended classes with and in some instances attended class for student-athlete 1 in the course Nutrition Concepts. Student-athlete 1 would have been academically ineligible for the following year unless he passed the course. Former assistant coach B took the final examination in Nutrition Concepts, noting to the instructor that he had attended all of the classes and wanted to see how he would perform on the final exam. While seated next to student-athlete 1, former assistant coach B observed that student-athlete 1 was having difficulty with the exam. At the conclusion of the test period, former assistant coach B exchanged exam answer sheets with student-athlete 1 and placed student-athlete 1's name on the exam completed by former assistant coach B and placed his own name on the exam taken by student-athlete 1. Although not instructed by the former head coach to take the examination for student-athlete 1, former assistant coach B told the former head coach of his actions following the receipt of student-athlete 1's grades at the conclusion of the summer session.
2. During the summer of 1997, following instructions from the former head coach, former assistant coach B wrote a paper required for an independent study course, Contemporary Topics in Psychology, being taken by student-athlete 1. Student-athlete 1 provided all of his research materials for the paper to former assistant coach B who wrote the paper and provided it to student-athlete 1, who then presented the work as his own.

3. In both the fall of 2000 and the spring of 2001, while recruiting two prospective student-athletes, former assistant coach B was directed by the former head coach to make arrangements for a woman known as "Kathy Papers" to produce essays that the student-athletes needed for one of their junior college courses. In the first instance, former assistant coach B discussed with the former head coach the need for the young man to complete an essay. The former head coach provided the \$40 cost for the production of the essay. Former assistant coach B then traveled to the woman's home and requested that she write the essay. Following the completion of the essay by the woman, former assistant coach B provided the essay to the prospect, who submitted the work as his own. Regarding the second essay, after former assistant coach B discussed with the former head coach that the prospect needed an essay, the former head coach provided the \$40 cost for the production of the second essay. Former assistant coach B then traveled to the woman's home and requested that she write the essay. Following the completion of the essay by the woman, former assistant coach B provided the essay to the prospect, who submitted the work as his own.

Committee Rationale

The institution and the enforcement staff are in substantial agreement with the facts and that violations occurred as set forth in Finding II-A-1 through II-A-3. The former head coach did not respond to the allegations and refused numerous requests by the institution and the enforcement staff to participate in an interview or provide some form of response. The staff was unable to locate any of the three student-athletes. The committee finds that the violations occurred.

Former assistant coach B admitted his involvement in these violations. Regarding Finding II-A-1, the former head coach instructed former assistant coach B to attend summer classes with student-athlete 1, who had received poor grades in the 1997 spring semester. Former assistant coach B did so and persuaded the instructor of the Nutrition Concepts class to allow him to take the final exam. He exchanged his completed answer sheet with student-athlete 1, who subsequently passed the class. Though the former head coach did not specifically instruct former assistant coach B to take student-athlete 1's exam, when former assistant coach B told the former head coach what he had done, the former head coach took no action. Regarding Finding II-A-2, former assistant coach B obtained all of student-athlete 1's research in his psychology class when the young man was preparing to leave town to participate in the World Track Championships, and while student-athlete 1 was away, former assistant coach B completed the paper upon the

instruction of the former head coach. Former assistant coach B had an accurate recall of student-athlete 1's academic situation when he was interviewed more than seven years after the event.

Beyond the violations themselves, the committee was disturbed by two elements of Findings II-A-1 and II-A-2. The instructors of student-athlete 1's summer courses showed extremely poor judgment in allowing former assistant coach B to attend student-athlete 1's classes, which former assistant coach B did even at times when the young man was absent. Additionally, student-athlete 1 had received four D's and one F during the spring semester. Yet, even though he was away from campus competing internationally during parts of the summer, he still managed to get A's and B's in his summer courses. The failure of the institution to investigate his sudden improvement under those circumstances contributed to the finding of Failure to Monitor set forth in Finding II-N.

B. ACADEMIC FRAUD AND IMPERMISSIBLE INDUCEMENTS. [NCAA Bylaws 10.1-(b) and 13.2.1]

During the summer of 2003, the former head coach directed another former assistant men's and women's track coach (henceforth, "former assistant coach C") to commit acts of academic fraud by providing academic assistance to a prospective student-athlete (henceforth, "student-athlete 2").

Specifically, during that summer, following instructions given by the former head coach, former assistant coach C assisted student-athlete 2 with an online college algebra course that student-athlete 2 needed in order to receive his associate of arts degree which would enable him to be eligible for athletics competition at TCU. Student-athlete 2 read exam questions over the phone to former assistant coach C, who provided the correct answers to student-athlete 2 to submit as his own work.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that a violation occurred as set forth in Finding II-B. As mentioned earlier, the former head coach chose not to respond to this or any other allegation. Student-athlete 2 denied that former assistant coach C provided the answers to his algebra exam questions. The committee finds that the violations occurred.

Former assistant coach C reported that the coaching staff was aware of student-athlete 2's need to complete an algebra class so he could graduate from junior college and be

eligible to compete at the institution. The former head coach told former assistant coach C to research the availability of online courses. Former assistant coach C located one at a junior college in Kansas. The former head coach specifically told former assistant coach C to take the course for student-athlete 2, which resulted in the two of them having regular phone contact in which student-athlete 2 read the questions and former assistant coach C provided the correct answers.

Phone records obtained from the institution support former assistant coach C's account of the events. While former assistant coach C wasn't student-athlete 2's recruiter, the records nonetheless show regular phone contact between them in the summer of 2003. Student-athlete 2 claimed that the calls were related to his official paid visit to the institution. The problem with this explanation is that his official paid visit took place in the year before the calls were made.

Finally, former assistant coach A reported that during a meeting in the early summer of 2003, the former head coach directed former assistant coach C to do the course work because student-athlete 2 was "like the fastest guy in the world." Another former assistant track coach (henceforth, "former assistant coach D") reported that former assistant coach C did student-athlete 2's work and that the former head coach was aware of the activity "without a doubt."

C. UNETHICAL CONDUCT AND IMPERMISSIBLE INDUCEMENTS. [NCAA Bylaws 10.1 and 13.2.1]

During the 1999 fall enrollment period and continuing through the 2004 fall enrollment period, the former head coach directed former assistant coaches B, C and D to commit fraud on the admissions process by providing academic assistance to incoming student-athletes in the production of entrance essays, which were required of all incoming students at the institution. The former assistant coaches wrote numerous essays for the student-athletes.

1. Former assistant coach B reported writing numerous entrance essays with the knowledge of the former head coach from the fall of 1998 through August 2001 for incoming student-athletes. Former assistant coach B could not recall specifically for which incoming student-athletes he had written the essays.
2. Prior to the 2002 fall enrollment of an incoming transfer student-athlete (henceforth, "student-athlete 3"), the young man forwarded a copy of an entrance essay he had produced to former assistant coaches C and D. Under the direction of the former head coach, former assistant coach C

reviewed the essay, made corrections, typed the essay and returned it to student-athlete 3, who submitted it as his own work.

3. Prior to the 2002 fall enrollment of an incoming transfer student-athlete (henceforth, "student-athlete 4"), the young man forwarded a copy of an entrance essay he had produced to former assistant coaches C and D. Under the direction of the former head coach, former assistant coach C reviewed the essay, made corrections, typed the essay and returned it to student-athlete 4, who submitted it as his own work.
4. Prior to the 2003 fall enrollment of an incoming transfer student-athlete (henceforth, "student-athlete 5"), the young man forwarded a copy of an entrance essay he had produced to former assistant coaches C and D. Under the direction of the former head coach, former assistant coach C reviewed the essay, made corrections, typed the essay and returned it to student-athlete 5, who submitted it as his own work.
5. Prior to the 2003 fall enrollment of student-athlete 2, the young man forwarded a copy of an entrance essay he had produced to former assistant coaches C and D. Under the direction of the former head coach, former assistant coach C reviewed the essay, made corrections and typed the entrance essay for student-athlete 2, which student-athlete 2 submitted as his own work.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts of this finding and that violations occurred as set forth in Finding II-C-1 through II-C-5. Former assistant coaches B, C and D agreed with the facts and that the violations occurred. The former head coach chose not to respond to the allegations. The committee finds that the violations occurred.

Writing a required admissions essay for a prospective student-athlete and allowing it to be submitted as that person's work is unethical. Since the people for whom the essays were written were prospective student-athletes, the production of the essays by the coaching staff also constituted impermissible inducements.

Former assistant coach B was the first to get involved with writing entrance essays. He did so at the direction of the former head coach who, in speaking to former assistant coach B about prospects, told him to "...get all the things together for them to get into school. Get it done. Get him admitted." Similarly, former assistant coach D, who began his employment at the institution shortly after former assistant coach B departed, said he

was told by the former head coach to write the essays. Further, the former head coach indicated that the process had begun with former assistant coach B. Former assistant coach C confirmed that the student-athletes referred to in Findings II-C-2 through II-C-5 all received assistance with the essays they submitted with their applications for admission. Former assistant coach C had a specific recall of receiving and finalizing student-athlete 5's essay. Moreover, the young man recalled faxing his essay to former assistant coach D during the summer of 2003 when he was applying for admission to the institution.

Student-athlete 2 reported writing an entrance essay but claimed no recollection of the topic or how it was submitted. Student-athlete 3 was interviewed before these violations were discovered and was, therefore, not asked about his essay, and student-athlete 4 refused to cooperate with the investigation. The student-athletes referred to in Finding II-C-1 were not located because their identities were not known.

D. EXTRA BENEFITS. [NCAA Bylaw 16.12.2.1]

Beginning in the spring of 2000 and continuing through August 2004, the former head coach and former assistant coaches B and D used their personal funds to provide impermissible cash assistance to enrolled track student-athletes. Specifically:

1. During the 2000-01 academic year, former assistant coach B provided \$100 per month to two enrolled international student-athletes. During the 2000 spring recruitment of two international student-athletes, former assistant coach B provided them with a written list of permissible aid they would receive from the institution. This list was requested by the two student-athletes before they would sign National Letters of Intent with the institution. When the two student-athletes enrolled in the fall of 2000, they learned that international student-athletes had approximately 14 percent of their athletics aid deducted for tax purposes. This fact resulted in both receiving approximately \$100 less per month than was indicated in former assistant coach B's list of available aid. To rectify this situation, former assistant coach B provided \$100 of his own money in cash per month to both student-athletes for the entire 2000-01 academic year. Former assistant coach B was not instructed by the former head coach to make these payments, but former assistant coach B did inform the former head coach of his actions during the 2000-01 academic year.
2. On two occasions during the enrollment of a track student-athlete (henceforth, "student-athlete 6"), former assistant coach D provided

approximately \$40 in cash of his own money to student-athlete 6 to assist her with the purchase of food.

3. During the fall of 2003, the former head coach provided an indeterminate amount of cash to student-athlete 4 to assist the young man with his financial needs.
4. During August 2004, the former head coach provided a then track student-athlete (henceforth, "student-athlete 7") with \$200 in cash to assist with his expenses. Specifically, student-athlete 7 met with the former head coach in the head coach's office to request money for his living expenses. Student-athlete 7 required money because the institution did not provide a financial aid check during the month of August, as no summer classes were in session and the academic year began in September.
5. During August 2004, the former head coach provided a track student-athlete (henceforth, "student-athlete 8") with \$200 in cash to assist with her expenses. Specifically, student-athlete 8 met with the former head coach in his office to request money for her living expenses. Student-athlete 8 required money because the institution did not provide a financial aid check during the month of August, as no summer classes were in session.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that violations occurred as set forth in Finding II-D-1 through II-D-5. The former head coach chose not to respond to the allegations. The international student-athletes referenced in Finding II-D-1 could not be located for interviews. Student-athlete 4 refused to cooperate with investigators while student-athletes 7 and 8 admitted to the facts and that the violations occurred. The committee finds that the violations occurred.

Regarding Finding II-D-1, former assistant coach B admitted that he provided cash to the two international student-athletes to make up for the shortfall in their scholarship checks due to deductions that were made for tax purposes. Former assistant coach D admitted making the payments referenced in Finding II-D-2 and student-athlete 6 acknowledged receiving them. Student-athlete 4 refused to cooperate with investigators and was therefore not interviewed regarding Finding II-D-3. However, former assistant coach A reported seeing him leave the former head coach's office in the fall of 2003 with cash in his hand. When former assistant coach A subsequently entered the former head coach's

office, the former head coach asked her what she had seen and repeatedly told her not to share any information about what she had observed.

Regarding Findings II-D-4 and II-D-5, Student-athlete 7 reported that in August 2004 he needed money and asked the former head coach for financial help. Subsequently, the former head coach provided him with ten \$20 bills during a meeting in the former head coach's office. Student-athlete 7 informed student-athlete 8 that he had received the money. Student-athlete 8 stated that 7 told her about receiving the money, after which she also went to the former head coach and asked for financial assistance. She reported that the former head coach supplied her with ten \$20 bills. The failure of the institution to monitor the financial situations of student-athletes 7 and 8, who were both international student-athletes and therefore unable to work in this country, forms part of the basis for the Failure to Monitor addressed in Finding II-N.

E. IMPERMISSIBLE INDUCEMENTS. [NCAA Bylaws 13.2.1, 13.2.2-(e), and 13.2.2-(h)]

From the 1997-98 academic year and continuing through the 2003-04 academic year, the former head coach gave cash to former assistant coaches B, C and D and directed them to provide it to enrolling student-athletes. The cash was provided by the former head coach for the initial costs associated with the student-athletes' transition into off-campus apartments. Specifically:

1. In 11 separate instances from the fall of 1997 through the fall of 2001, the former head coach provided approximately \$700 to former assistant coach B to assist in procuring lodging for enrolling student-athletes. (Paragraphs 2 through 7 detail additional violations). Former assistant coach B then transported the enrolling student-athletes to a local grocery store where former assistant coach B gave the student-athletes the cash with instructions to purchase money orders for the apartment complex application fee, a deposit on the apartment, the apartment's first months rent and a deposit on utilities. These money orders were then used by the enrolling student-athletes to complete their moves into their apartments.
2. During the 1999 fall enrollment of an incoming transfer track student-athlete (henceforth, "student-athlete 9"), the former head coach provided approximately \$700 to former assistant coach B to assist in the arrangement of student-athlete 9's lodging. Former assistant coach B then transported student-athlete 9 to a local grocery store where former assistant coach B gave student-athlete 9 the cash with instructions to purchase money orders to pay for an application fee, a deposit, utilities

and the first month's rent on the apartment arranged for student-athletes by the institution.

3. During the 2002 fall enrollment of student-athlete 3, the former head coach provided approximately \$260 to former assistant coach D to assist in the arrangement of student-athlete 3's lodging. Former assistant coach D then transported student-athlete 3 to a local grocery store where former assistant coach D gave student-athlete 3 the cash to purchase a \$150 money order as a deposit for an apartment. Upon student-athlete 3's move into the apartment, former assistant coaches C and D purchased a bed at a local furniture store for approximately \$109 and transported the bed in former assistant coach C's pick-up truck to student-athlete 3's apartment.
4. During the 2002 fall enrollment of student-athlete 4, the former head coach provided approximately \$260 to former assistant coach D to assist in the arrangement of student-athlete 4's lodging. Former assistant coach D then transported student-athlete 4 to a local grocery store where former assistant coach D gave student-athlete 4 the cash to purchase a \$150 money order as a deposit for an apartment. Upon student-athlete 4's move into the apartment, former assistant coaches C and D purchased a bed at a local furniture store for approximately \$109 and transported the bed in former assistant coach C's pick-up truck to student-athlete 4's apartment.
5. During the 2002 fall enrollment of an incoming transfer track student-athlete (henceforth, "student-athlete 10"), former assistant coach D spent \$109 of his own money at a local furniture store to purchase a bed for student-athlete 10. Former assistant coaches C and D then transported the bed in former assistant coach C's pick-up truck to student-athlete 10's apartment.
6. During the 2003 fall enrollment of track student-athlete 5, the former head coach provided approximately \$260 to former assistant coach D to assist in the arrangement of student-athlete 5's lodging. Former assistant coach D then transported student-athlete 5 to a local grocery store where former assistant coach D gave student-athlete 5 the cash to purchase a \$150 money order as a deposit for an apartment. Upon student-athlete 5's move into the apartment, former assistant coaches C and D purchased a bed at a local furniture store for approximately \$109 and transported the bed in former assistant coach C's pick-up truck to student-athlete 5's apartment.
7. During the 2003 fall enrollment of student-athlete 2, the former head coach provided approximately \$260 to former assistant coach D to assist

in the arrangement of student-athlete 2's lodging. Former assistant coach D then transported student-athlete 2 to a local grocery store where former assistant coach D gave student-athlete 2 the cash to purchase a \$150 money order as a deposit for an apartment. Upon student-athlete 2's move into the apartment, former assistant coaches C and D purchased a bed at a local furniture store for approximately \$109 and transported the bed in former assistant coach C's pick-up truck to student-athlete 2's apartment.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that violations occurred as set forth in Finding II-E-1 through II-E-7. The 11 student-athletes referenced in Finding II-E-1 could not be located for interviews and the former head coach chose not to respond to the allegations. Student-athlete 9 refused to cooperate with investigators. Student-athletes 2 and 3 denied the facts of Findings II-E-3 and II-E-7, respectively, and student-athlete 10 denied receiving the bed referenced in Finding II-E-5. Student-athlete 5 admitted the facts of Finding II-E-6. The committee finds that the violations occurred.

Former assistant coach D reported that it was "standard procedure" to provide impermissible move-in expense money to enrolling student-athletes and that he and former assistant coach B were responsible for passing on the assistance money they received from the former head coach. Former assistant coach D described a procedure wherein the former head coach provided the cash to cover move-in expenses for incoming student-athletes. Former assistant coach D then transported them to a nearby convenience store where a sufficient number of money orders were purchased to cover apartment deposits and other related expenses. Former assistant coach D stated that once an apartment was secured, he and former assistant coach C would transport the student-athletes to a discount furniture store, where beds were purchased. The beds were transported back to the apartments in former assistant coach C's truck, and former assistant coach D typically admonished the student-athletes to "keep it between us." He named student-athletes 3 and 4 as two young men who received money for deposits and beds, and he recalled that 10 paid his own deposit and was only supplied funds for a bed. Former assistant coach C described it as "pretty common" to provide move-in money to incoming student-athletes under instructions from the former head coach. He identified student-athletes 2, 3, 4 and 5 as student-athletes who received the benefits and confirmed that money was also supplied to him by the former head coach for the purchase of beds.

Former assistant coach B described a process similar to that set out by former assistant coaches C and D. However, due to the amount of time that had elapsed since the incidents in which he was involved, he could not be specific as to the exact amount of

benefits provided to each incoming student-athlete he dealt with. He stated that the total amount of benefits for each student-athlete was approximately \$700 and he specifically named student-athlete 9 as one of the young men he assisted.

F. ENTERTAINMENT OF PROSPECT'S COACH. [NCAA Bylaw 13.9]

Under the direction of the former head coach, impermissible benefits were provided to a Jamaican national senior team head track coach (henceforth, "senior team head coach") and his friend by former assistant coaches B, C and D. These benefits to the senior team head coach aided the institution with the recruitment of prospective Jamaican track student-athletes. Specifically:

1. Following the completion of the 2001 NCAA National Outdoor Track Championship, former assistant coach B, on directions from the former head coach, provided automobile transportation to the senior team head coach and his friend to the Portland, Oregon, airport, a distance of approximately 125 miles. In this regard, the former head coach instructed former assistant coach B to transport the senior team head coach and his friend to the Portland airport, as they were scheduled to fly out of Portland early the next morning and would have difficulty making the flight if they waited until the following day.
2. During the spring of 2002, the senior team head coach was living in Fort Worth, Texas and coaching professional track and field athletes in the community, including at least two who had competed at the institution. The senior team head coach trained the athletes at the institution's track facility. To assist the senior team head coach during his stay in the Fort Worth area, the former head coach instructed former assistant coaches C and D to help the senior team head coach move furniture which the senior team head coach had purchased at a local furniture store to the senior team head coach's apartment by using former assistant coach C's pick-up truck.
3. During the time period April 24-28, 2002, the senior team head coach who had no duties or responsibilities as a volunteer or assistant coach at the institution, was provided transportation, lodging and meals during the institution's participation at the Penn Relays in Philadelphia. (Note: This Finding forms part of the basis for the Failure to Monitor at Finding II-N).

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts of this finding and that violations occurred as set forth in Finding II-F-1 through II-F-3. The former head coach chose not to respond to the allegations.

The senior team head coach was a Jamaican amateur track coach specifically involved with prospects, some of whom are world-class sprinters. He had contact with the institution's track program dating back to 1984, when the first of approximately 15 prospects he coached attended the institution. He confirmed that he and his friend were transported as set forth in Finding II-F-1, that it was "typical" in the summer of 2002 for him to receive the type of assistance described in Finding II-F-2, and that after being asked by the former head coach if he wanted to travel to the Penn Relays, he did so and paid for none of the expenses he incurred on the trip. Former assistant coaches B, C and D acknowledged providing the benefits upon the direction of the former head coach, and institutional records show that the institution paid for the airline travel, hotel room and meals for the senior team head coach during the 2002 Penn Relays.

G. ENTERTAINMENT OF TWO-YEAR COLLEGE COACH. [NCAA Bylaw 13.9]

During the 2004 NCAA National Outdoor Track and Field Championship in Austin, Texas, former assistant coach D provided impermissible benefits to the head track coach at a two-year college (henceforth, "the two-year college head coach") from which prospective track student-athletes were recruited. Specifically, former assistant coach D offered to secure a room for the two-year college head coach after the two-year college head coach contacted former assistant coach D in search of a room. The two-year college head coach was then provided with a room that had been reserved by the institution. The two-year college head coach was lodged at the facility for two nights (a total cost of \$195.30) and was not required to reimburse the institution for the cost of the room on his departure.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that a violation occurred as set forth in this finding. Former assistant coach D and the two-year college head coach both admitted in interviews that the violation took place after the two-year college head coach phoned the institution and asked for help in finding a room during the 2004 NCAA Outdoor Track and Field Championships. The committee finds that the violation occurred.

H. IMPERMISSIBLE INDUCEMENTS AND TRANSPORTATION. [NCAA Bylaws 13.02.5, 13.2.1 and 13.6.1]

During the recruitment of student-athlete 7 during the 2000-01 academic year, the former head coach directed former assistant coach B to provide impermissible inducements to student-athlete 7 to ensure his enrollment at the institution. The former head coach provided the funds to former assistant coach B to provide to student-athlete 7. Specifically:

1. During the summer of 2001, former assistant coach B was in the process of recruiting student-athlete 7, who was then competing nationally for Kenya. Former assistant coach B had other Kenyan student-athletes assist him in contacting student-athlete 7 and his Kenyan coach, in Kenya. During recruiting conversations, one of the other Kenyan student-athletes informed former assistant coach B that student-athlete 7 did not have sufficient funds to purchase an airline ticket to the United States and therefore could not enroll. Former assistant coach B informed the former head coach of this situation, and the former head coach provided former assistant coach B with approximately \$1,000 in cash for the purchase of an airline ticket. Former assistant coach B then transported one of the other Kenyan student-athletes to a grocery store near the institution's campus, where the student-athlete wired the money to the Kenyan coach or another Kenyan contact. Student-athlete 7 then flew to the United States in the summer of 2001.
2. Since student-athlete 7 did not have sufficient academic credit to enroll at an NCAA Division I institution, former assistant coach B contacted a nearby NCAA Division II institution during the summer of 2001 and made arrangements for student-athlete 7 to enroll at that institution until his academics were sufficient to transfer to TCU. Upon student-athlete 7's arrival at the Dallas-Fort Worth, Texas airport in August 2001, former assistant coach B met him at the airport and transported him a distance of

approximately 102 miles so the young man could enroll at the Division II institution.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that violations occurred as set forth in this finding. The former head coach chose not to respond to the allegation. Former assistant coach B agreed with the facts and that the violations occurred while student-athlete 7 claimed to be unaware of the facts set forth in Finding II-H-1. Student-athlete 7 agreed with the facts of Finding II-H-2. The committee finds that the violations occurred.

Former assistant coach B was the main recruiter of student-athlete 7. He used enrolled student-athletes who were student-athlete 7's countrymen to assist him in contacting and recruiting the young man and he had one of them (he could not recall which) wire the \$1,000 he received from the former head coach to student-athlete 7's coach in Kenya. Student-athlete 7 claimed no knowledge of the \$1,000 being sent to Kenya on his behalf, as he let his coach make all of his travel arrangements. He confirmed that former assistant coach B transported him from Dallas to the Division II institution.

I. IMPERMISSIBLE INDUCEMENTS. [NCAA Bylaws 13.2.1, 13.2.2-(e) and 13.6.4]

During the recruitment of student-athlete 5, the former head coach directed former assistant coach D to provide numerous impermissible payments to student-athlete 5, totaling at least \$2,100. The former head coach provided the funds for the impermissible inducements. Specifically:

1. During late May 2003, former assistant coach D received a call from student-athlete 5 (who was at the time enrolled at a junior college) indicating that the young man could not afford to attend summer school and therefore might need to return to his home in the Bahamas. This would have resulted in student-athlete 5 not receiving sufficient credits for him to be eligible to enroll in the fall of 2003 at TCU. Former assistant coach D told the former head coach of this conversation and the former head coach then provided former assistant coach D with approximately \$1,500 in cash to wire to student-athlete 5 to pay for his summer school expenses. Former assistant coach D then transported either student-athlete 9 or another student-athlete (henceforth, "student-athlete 11"), to a local

grocery store where the young man wired \$1,500 by Western Union to student-athlete 10 at his junior college.

2. During the summer of 2003, former assistant coach D received a call from student-athlete 5 indicating he needed assistance in paying for his rent. Former assistant coach D told the former head coach of this conversation and the former head coach then provided former assistant coach D with \$543 in cash to wire to student-athlete 5 to pay for his rent. Former assistant coach D then transported student-athlete 9 to a local grocery store where student-athlete 9 sent \$500 via Western Union to student-athlete 5 at his junior college. The cost of the transaction (\$43) was paid for with the remaining cash provided by the former head coach.
3. Prior to the beginning of the 2003 fall semester, former assistant coach D received a call from student-athlete 5 requesting money for an airline ticket so he could travel from his junior college to Fort Worth, Texas, for the purpose of enrolling at TCU. Former assistant coach D relayed this information to the former head coach who refused to pay the cost of an airline ticket; however, the former head coach provided former assistant coach D with approximately \$100 to purchase a bus ticket for student-athlete 5. Former assistant coach D then transported either student-athlete 9 or student-athlete 11 to a local grocery store where he wired \$100 to student-athlete 5 for the purchase of a bus ticket from his out-of-state junior college to Texas.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that violations occurred as set forth in this finding. The former head coach chose not to respond to the allegations. Former assistant coach D agreed with the facts and that violations occurred. Student-athlete 5 initially denied all the facts but in subsequent interviews agreed with the facts of Findings II-I-2 and II-I-3 and that those violations occurred. Student-athlete 5 denied the facts of Finding II-I-1. The committee finds that the violations occurred.

Regarding Finding II-I-1, former assistant coach D, who was the primary recruiter for student-athlete 5, was contacted by the young man before the beginning of the 2003 summer session at his junior college. Student-athlete 5 stated that he was in need of money to enroll in summer classes needed for eligibility purposes and that if he did not receive the money, he would return to his native Bahamas. Former assistant coach D related the story to the former head coach, who provided him with approximately \$1,500

and instructions to send it to student-athlete 5. Former assistant coach D stated that he had an enrolled student-athlete accompany him to a local grocery store, where the enrolled student-athlete wired the money to student-athlete 5 at the junior college.

Former assistant coach A reported that she was aware of Western Union transfers being made to student-athlete 5 while the young man was in junior college. She observed the former head coach give money to former assistant coach D and instructed him to give the money to either student-athlete 9 or student-athlete 11 to wire to student-athlete 5. Student-athlete 5 denied receiving the \$1,500 but his denial is unpersuasive; he also denied receiving the money in Findings II-I-2 and II-I-3 until confronted with receipts confirming the transactions.

Regarding Finding II-I-2, former assistant coach D reported that he also sent \$500 via Western Union from the local grocery store to student-athlete 5, who needed to pay rent while taking his summer school classes. He produced a Western Union receipt showing that student-athlete 9 wired \$500 to student-athlete 5 on June 6, 2003. After initially denying the episode, when confronted with the receipt, student-athlete 5 admitted that student-athlete 9 had sent the money on behalf of former assistant coach D.

Regarding Finding II-I-3, former assistant coach D stated that student-athlete 5 asked for a plane ticket to travel from his junior college to enroll at TCU following the 2003 summer sessions. The former head coach refused to pay for a plane ticket, instead providing former assistant coach D with \$100 for a bus ticket. Former assistant coach D personally wired the money to student-athlete 5. After an initial denial, student-athlete 5 admitted that he received a free bus ticket from former assistant coach D.

J. IMPERMISSIBLE INDUCEMENTS. [NCAA Bylaws 13.2.1, 13.2.2-(b), 13.2.2-(e), 13.2.2-(f), 13.2.2-(h) and 13.6.1]

The former head coach directed former assistant coach D to provide cash and directed both former assistant coaches C and D to provide impermissible benefits during the 2002-03 recruitment of student-athlete 2, who was attending a community college at the time. The impermissible payments and purchases for student-athlete 2 totaled at least \$800. Specifically:

1. During the 2003 indoor track season, under the direction of the former head coach, former assistant coaches C and D mailed a pair of Mizuno track shoes to student-athlete 2 at the community college he was attending at no cost to student-athlete 2 (who was a prospect at the time).

2. The former head coach provided former assistant coach D with \$279 in cash on May 27, 2003, for the purpose of sending the money to student-athlete 2. Former assistant coach D then transported student-athlete 9 to a local grocery store where student-athlete 9 paid \$29 to wire \$250 to student-athlete 2, which student-athlete 2 used to enroll in an online college algebra course.
3. During the early summer of 2003, at the direction of the former head coach, former assistant coach D paid approximately \$50 for cab fare for student-athlete 2 to travel from the Dallas-Fort Worth, Texas airport to TCU's campus. In this regard, former assistant coach D traveled to the airport in his own vehicle; met the young man who had flown from Kansas City, Kansas and then followed student-athlete 2's taxi to the campus. On arriving at the institution's campus, former assistant coach D paid the \$50 cab fare and obtained a receipt from the driver.
4. During the early summer of 2003, former assistant coach D helped student-athlete 2 move into an apartment at a local apartment complex, then being rented by student-athlete 10. For this arrangement, former assistant coach D provided student-athlete 10 with funds provided by the former head coach, sufficient for student-athlete 10 to hold the apartment for the summer months while student-athlete 10 was away at Reserve Officer Training Corps (ROTC) camp. Student-athlete 10 then used the money provided by former assistant coach D to purchase a money order to pay for the rent on the apartment for the summer. Student-athletes 10 and 2 then shared the apartment for one or two days before student-athlete 10 left for the summer, and student-athlete 2 remained cost-free at the apartment.
5. During the summer of 2003, former assistant coach D, under the direction of the former head coach and with funds provided by the former head coach, purchased a television for student-athlete 2 at a cost of approximately \$198. This purchase was made after student-athlete 2 expressed his desire to return to Florida for the summer. Following this purchase, student-athlete 2 remained for a short period of time before departing Fort Worth, Texas for his home in Florida. After student-athlete 2 departed, former assistant coach D retrieved the television, placed it in storage and then returned the television to student-athlete 2 when he enrolled later that fall.
6. During the summer of 2003, former assistant coach C, under the direction of the former head coach, transported student-athlete 2 to a Fort Worth

cellular telephone store for the purpose of securing a cellular telephone for student-athlete 2. This occurred after the former head coach had made statements to his assistants that the former head coach had come to an agreement with student-athlete 2 for the former head coach to pay the costs of the cellular phone usage for the summer months of 2003. In this regard, the former head coach later made statements to former assistant coaches C and D that the cell phone used by student-athlete 2 had cost the former head coach approximately \$300.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that violations occurred as set forth in this finding. The former head coach chose not to respond to the allegations. Student-athlete 2 denied the allegations, though he admitted some relevant facts. The committee finds that the violations occurred.

Former assistant coaches C and D provided the majority of the information related to these findings. The violations they described fit a continuing pattern of behavior directed by the former head coach. Regarding Finding II-J-1, both former assistant coaches C and D admitted their involvement in providing the shoes to student-athlete 2 while he was a prospect. They were directed to do so by the former head coach. Additionally, former assistant coach A spoke of having to get shoes ready to send to prospects, and she recalled seeing student-athlete 2 wearing a pair of such shoes at a junior college meet. Student-athlete 2's position that he received the shoes from student-athlete 9 is unpersuasive.

Regarding Finding II-J-2, former assistant coach D stated that he wired money he had received from the former head coach to student-athlete 2 for the young man to use in enrolling in an algebra course. He produced a Western Union receipt showing a \$250 transfer to student-athlete 2 on May 27, 2003. The signature of the sender was that of student-athlete 9. Regarding Finding II-J-3, former assistant coach D reported that he paid the cab fare for student-athlete 2 after being instructed to do so by the former head coach.

Regarding Finding II-J-4, former assistant coach D stated that he paid for student-athlete 2's summer rent with money provided by the former head coach. After former assistant coach D, on orders from the former head coach, met student-athlete 2 at the Dallas airport and followed his cab to campus, he transported student-athlete 2 to student-athlete 10's apartment, where the young man stayed for two weeks before returning to his home in Florida. He recalled that student-athletes 2 and 10 shared the apartment briefly before student-athlete 10 left for ROTC summer camp. Student-athlete 2 denied receiving any

money for use as rent at the apartment and student-athlete 10 denied receiving funds from former assistant coach D for rent, though he acknowledged that student-athlete 2 stayed with him for approximately two days before student-athlete 10 departed for ROTC camp. He stated that he paid half of his rent for the summer and that any other payments would have been made by either former assistant coach D or student-athlete 2 directly to the apartment complex.

While student-athlete 2 stayed in the apartment, he was supplied a television by former assistant coach D as set forth in Finding II-J-5. Former assistant coach D reported that when the former head coach became aware that student-athlete 2 was restless living alone in Fort Worth, the former head coach instructed former assistant coach D to purchase a television for the young man. The set was purchased at a Circuit City store for \$198. When student-athlete 2 departed after approximately two weeks, former assistant coach D retrieved the TV and put it in storage. He returned it to student-athlete 2 when the young man came back for the fall semester. Former assistant coach A recalled that one of her fellow coaches was instructed by the former head coach to buy a television for student-athlete 2.

Former assistant coach C was also instructed by the former head coach to make a purchase for student-athlete 2 during the summer of 2003. Former assistant coach C transported the young man to a Sprint store to pick up a phone after the former head coach arranged for the purchase and agreed to pay student-athlete 2's charges for the summer months. Former assistant coach A reported hearing the former head coach talking about paying student-athlete 2's cell phone bill. Student-athlete 2 denied that his cell phone was purchased by the coaching staff but supplied the phone number and confirmed that the phone came from Sprint. The records for his phone show numerous calls between him and former assistant coach C during the summer; that, and the young man's propensity for making contradictory statements throughout the investigation and offering to talk about violations only if his scholarship was extended, raise serious questions about his credibility. Finally, former assistant coach D recalled the former head coach commenting at one time that the cell phone cost him "about \$300."

K. IMPERMISSIBLE INDUCEMENTS AND EXTRA BENEFITS. [NCAA Bylaws 13.2.1, 13.6.1, 13.7.5.1 and 16.12.2.1]

The former head coach and former assistant coaches B and C provided recruiting inducements and impermissible extra benefits to prospects and enrolled student-athletes who were not noted earlier within this report. Specifically:

1. On four separate occasions between the fall of 1997 and the spring of 2001, former assistant coach B provided impermissible inducements to

four incoming track student-athletes. Prior to the start of classes in fall, 1997, he supplied a used futon bed to an incoming student-athlete; prior to the enrollment of a transfer student-athlete in January 1998, he provided two days cost-free lodging for an incoming student-athlete at the instruction of the former head coach; prior to the start of classes for the spring, 1998 semester he allowed an incoming transfer student-athlete the use of his vehicle for the purpose of transporting furniture; and prior to the start of classes for the spring 2001 semester he twice provided impermissible transportation to an incoming transfer student-athlete between the young man's junior college and the institution's campus.

2. Prior to the start of classes in the fall of 1999, student-athlete 9 (who was an incoming transfer at that time) was provided a used couch from the track coaches' office, known as "The Big Orange," by former assistant coach B for student-athlete 9's use in his off-campus apartment.
3. Prior to the start of classes in the spring of 2004, an incoming transfer student-athlete (hereafter, "student-athlete 12") moved to Fort Worth to enroll at the institution. When he arrived the young man did not have a bed, so former assistant coach C obtained a bed from a storage room maintained by the track staff on the institution's campus. Former assistant coach C then transported the bed in his pick-up truck to a local apartment complex where it was provided to the young man at no cost to the young man.
4. During the summer of 2003, former assistant coach C transported a bed from the off-campus apartment of student-athlete 6 to a storage facility located at the institution's football stadium, as the student-athlete was moving into a campus dormitory for the 2003-04 academic year. Upon student-athlete 6's return to off-campus housing in the summer of 2004, she and a friend retrieved the bed from the campus storage facility.
5. During his official paid visit weekend of July 26, 2004, a junior college prospective track student-athlete received impermissible benefits in the amount of \$56.86 in the form of movies and telephone charges on his hotel bill. When these impermissible benefits were reported to the former head coach, he (the former head coach) reimbursed former assistant coach A for the costs of the impermissible expenses, as she (former assistant coach A) had paid for the lodging on her personal credit card and had been reimbursed by the institution for the permissible official paid visit expenses. She had not requested reimbursement from the prospect for the movies and telephone charges.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts of this finding and that violations occurred as set forth. The former head coach chose not to respond to the allegations. The committee finds that the violations occurred.

Former assistant coach B detailed his involvement in the violations listed in Finding II-K-1 and indicated that he was instructed by the former head coach to provide the benefits. The former head coach told former assistant coach B to ensure that the young man arriving between semesters of the 1997-98 academic year had lodging, and the young man's girlfriend confirmed that she and the young man stayed in former assistant coach B's apartment. Regarding Finding II-K-2, both former assistant coaches B and D indicated that the orange couch was provided to student-athlete 9 for use in his apartment. With respect to Finding II-K-3, student-athlete 12 corroborated former assistant coach C's story that he provided the young man a bed because he didn't have one upon his arrival at the institution. Similarly, student-athlete 6 confirmed that when she moved from an apartment to a campus dormitory, former assistant coach C came to her apartment, loaded her bed onto his truck and transported it to a storage facility. Finally, regarding Finding II-K-5, the prospect and his family ran up a bill of \$56.86 for movies and phone calls when they came to campus for the young man's official paid visit. Former assistant coach A paid for these incidentals and mentioned it to the former head coach, who reimbursed her. The prospect was not interviewed.

L. UNETHICAL CONDUCT. [NCAA Bylaws 10.1-(a), 10.1-(d) and 14.01.3.3-(d)]

Student-athlete 2 did not on all occasions deport himself with the generally recognized high standards of honesty associated with intercollegiate athletics. In this regard, during a November 3, 2004, interview, student-athlete 2 provided false and misleading information to an NCAA assistant director of enforcement, the assistant director of athletics for compliance and TCU's outside legal counsel which was contrary to information concerning the provision of improper academic assistance, inducements and extra benefits provided to student-athlete 2, as outlined in Findings II-B, II-C-5, II-E-17 and II-J. Additionally, during a December 15, 2004, interview, student-athlete 2 admitted that he had provided inaccurate information during his November 3 interview, but refused to provide additional information unless the institution guaranteed his athletics scholarship for the 2005 spring semester. The institution has refused to comply with student-athlete 2's demands, and therefore student-athlete 2 has refused to cooperate.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that a violation occurred as set forth in this finding. The committee finds that the violations occurred. Student-athlete 2 was untruthful in his initial interview with the enforcement staff and institution. He only told the truth when later confronted by irrefutable evidence. He offered to give more information concerning rules violations if his scholarship aid was extended, but, when the institution declined, he refused to cooperate further. His actions violated the principles of ethical conduct.

M. UNETHICAL CONDUCT. [NCAA Bylaws 10.1-(a), 10.1-(b) and 10.1-(c)]

The former head coach did not on all occasions deport himself in accordance with the generally recognized high standards of honesty normally associated with the conduct and administration of intercollegiate athletics due to his involvement in or knowledge of Findings II-A, II-B, II-C, II-D-1, II-D-4, II-D-5, II-D-6, II-E, II-F, II-H, II-I, II-J, II-K-2 and II-K-8 as well as the former head coach's refusal to meet with institutional or NCAA enforcement staff members to discuss this case or the allegations.

Committee Rationale

The institution and the enforcement staff were in substantial agreement with the facts and that a violation occurred as set forth in this finding. The committee finds that the violations occurred. As set forth in the Chronology of this report, the former head coach failed to respond to numerous attempts to contact him and he never responded to the Notice of Allegations delivered to him. The institution received a letter from his attorney in September 2004 offering the former head coach's cooperation only under certain conditions. After those conditions were rejected by the university, the former head coach refused to cooperate at all. His involvement in the violations found by the committee and his refusal to cooperate in the investigation constitute unethical conduct.

N. FAILURE TO MONITOR. [NCAA Constitution 2.8.1]

The institution failed to monitor its track and field program. Specifically:

1. As set forth in Finding II-A, student-athlete 1 received four D's and one F during the spring 1997 semester and needed to pass summer classes to retain his athletic eligibility. Even though he was away from the campus

for a portion of the summer competing internationally, he still managed to get A's and B's in his summer classes, the result of former assistant coach B attending his classes and doing his coursework. Under the circumstances, student-athlete 1's academic improvement should have been investigated.

2. As set forth in Findings II-D-4 and II-D-5, student-athletes 7 and 8 were both given \$200 cash in August 2004 by the former head coach. No stipend checks are issued in August because summer sessions are over and the first scholarship checks are not issued until after the regular academic year begins. Both student-athletes 7 and 8 were international students. Their ability to meet their financial obligations while in this country should have been monitored by the institution.
3. As set forth in Finding II-F-3, the senior team head coach traveled at institutional expense to the Penn Relays. His name appeared on institutional forms but no one questioned his identity and why the institution paid for his travel, lodging and meals.

Committee Rationale

The committee made this finding after considering all the evidence presented in the case. Regarding Finding II-N-1, the professors for student-athlete 1's summer classes exercised poor judgment in allowing former assistant coach B to attend the classes in which student-athlete 1 was enrolled. Former assistant coach B attended the classes even when student-athlete 1 wasn't present and managed to trade final exams with the young man, resulting in student-athlete 1 achieving a passing grade in the course. Student-athlete 1 had had a very poor semester academically leading into the summer sessions, and when he was able to make high grades in the summer classes even while being away on the international track circuit for part of the summer, the situation should have been investigated.

Regarding Finding II-N-2, student-athletes 7 and 8 were two of numerous international student-athletes on the institution's track and field team. The track and field team had a far higher percentage of international student-athletes than did the overall student body. The situations of international student-athletes require particular vigilance; as they are unable to work in this country and as they have 14 percent of their scholarship funds withheld to pay taxes, international students often face financial shortfalls while attending college in this country. When those international students participate in athletics, it is the responsibility of the institutions to monitor the manner in which their expenses are being

covered. Due diligence in the present case required that this institution determine how the expenses of its international student-athletes were being paid.

Regarding Finding II-N-3, the former head coach submitted an itinerary for the Penn Relays listing the senior team head coach as a "staff member" who would be attending the event. No one asked who the senior team head coach was and an erroneous assumption was made that he was either a student manager or student trainer. Subsequently he traveled with the team to the event and his travel, lodging and meals were paid for by the institution.

III. PENALTIES.

For the reasons set forth in Parts I and II of this report, the Committee on Infractions found that this case involved numerous major violations of NCAA legislation. In determining the appropriate penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions and adopted them as they are meaningful and appropriate. (Note: The institution's corrective actions are contained in Appendix Two.) The penalties imposed by the university as so noted:

- A. Public reprimand and censure.
- B. Two years of probation from September 22, 2005, until September 21, 2007.
- C. The university did not participate in team and individual NCAA postseason competitions for the men's track program for the 2004-05 season and will not participate in team NCAA postseason competitions for the 2005-06 and 2006-07 indoor and outdoor seasons. (University imposed).
- D. The university reduced its men's track athletics financial aid by approximately 20 percent from 12.6 to 10.08 scholarships for the academic years 2004-05, 2005-06 and 2006-7. (University imposed). All reductions in financial aid awards are independent of any reductions necessitated by the Committee on Academic Performance (CAP) either as a contemporaneous or historical penalty. In consequence, should any such CAP penalties be imposed, the scholarship reductions must be taken from the total permissible grants-in-aid available AFTER those reductions.
- E. The university reduced the men's track official paid visits by 25 percent from 16 to 12 official visits for the 2004-05, 2005-06 and 2006-07 academic years. (University imposed).

- F. The university has reduced the number of track off-campus recruiters at any one time by 25 percent (from four to three) for the 2005-06 and 2006-7 academic years. The university has also reduced the men's track budget for recruiting by 20 percent from \$15,000 to \$12,000 for the 2005-06 and 2006-07 academic years. (University imposed).
- G. The university terminated the former head coach due to his knowledge of and willful involvement in significant violations of fundamental NCAA recruiting and extra benefit legislation. All other university coaching staff members involved in the violations have resigned.
- H. Pursuant to NCAA Bylaw 19.5.2.2-(e)-(2), the university will vacate all NCAA, school and conference individual records and all individual meet results attained by student-athletes 1, 2, 3, 4, 5, 7, 8, 9 and 10 at times when they should have been declared ineligible based on the violations detailed in this report. Further, all team results from any competitions in which the aforementioned student-athletes participated during the same time frame, as well as the record of the former head coach, will be reconfigured to reflect the vacated records/results. The reconfigurations will be recorded in all publications in which institutional track and field records are reported, including but not limited to university media guides, internet websites, recruiting materials and university and NCAA archives. Finally, any public reference to any team or individual performance that includes a vacated result shall be removed, including but not limited to athletics department stationery and banners displayed in public areas such as the venues in which the track and field team competes.
- I. The university has disassociated student-athletes 9 and 11 from association with the university's athletics programs, including booster clubs, as a result of their participation in impermissible activities. The disassociation is for an indefinite period of time with the understanding that either disassociated party may apply to the university for reinstatement upon compliance and completion of five years of disassociation. (University imposed).
- J. The former head coach, who failed to take part in the proceedings, presided over a program that showed willful and consistent disregard for fundamental NCAA principles and the rules of fair play over a period of seven years. He supplied thousands of dollars of cash and other extra benefits and inducements to a myriad of student-athletes and prospects and involved his entire coaching staff in the violations. Therefore, the former head coach will be informed in writing by the NCAA that, due to his involvement in violations of NCAA legislation found in this case, if he seeks employment or affiliation at an NCAA member institution during an eight-year period, (September 22, 2005, to September 21, 2013), he and

the involved institution shall be requested to appear before the Committee on Infractions to consider whether the member institution should be subject to the show cause procedures of Bylaw 19.6.2.2-(1), which could limit his athletically related duties at the institution for a designated period.

- K. During this period of probation, the institution shall:
1. Continue to develop and implement a comprehensive educational program on NCAA legislation, including seminars and testing, to instruct the coaches, the faculty athletics representative, all athletics department personnel and all university staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;
 2. Submit a preliminary report to the acting director of the NCAA Committees on Infractions by November 15, 2005, setting forth a schedule for establishing this compliance and educational program; and
 3. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by June 15 of each year during the probationary period. Particular emphasis should be placed on monitoring international student-athletes within the track and field program. The reports must also include documentation of the university's compliance with the penalties adopted and imposed by the committee.
- L. At the conclusion of the probationary period, the institution's president shall recertify in a letter to the committee that all of the university's current athletics policies and practices conform to all requirements of NCAA regulations.

As required by NCAA legislation for any institution involved in a major infractions case, Texas Christian 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, September 22, 2005.

Should TCU appeal either the findings of violations or penalties in this case to the NCAA Infractions Appeals Committee, the Committee on Infractions will submit a response to the members of the appeals committee.

The Committee on Infractions wishes to advise the institution that it should take every precaution to ensure that the terms of the penalties are observed. The committee will

monitor the penalties during their effective periods, and any action contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period, as well as 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 legislative bodies directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

NCAA COMMITTEE ON INFRACTIONS

Paul T. Dee
Alfred J. Lechner, Jr.
Edward (Ted) Leland
Gene A. Marsh, chair
Andrea L. Myers
James Park, Jr.
Josephine R. Potuto
Thomas E. Yeager

APPENDIX ONE

CASE CHRONOLOGY.

2004

September 2 – The institution first learned of possible NCAA violations during an interview on an unrelated matter with former assistant coach A involving the former head coach.

September 3 – Former assistant coach A met with the university's investigators and reported information indicating that the university's men's track program had been involved in rules violations.

September 5 – University investigators interviewed former assistant coach C. Former assistant coach C confirmed information provided by former assistant coach A and added information of his own involvement.

September 7 – The former head coach was suspended with pay by the university

September 8 – The enforcement staff and the university's investigators joined to begin an investigation into the university's track program. Former assistant coach's A and C were interviewed. Former assistant coach D failed to appear for his scheduled interview.

September 11 – Former assistant coach B contacted the university and indicated that he had information of his involvement with violations of NCAA legislation

September 14 – Former assistant coach D met with investigators and displayed Western Union documents proving that money was sent to two prospective student-athletes. Former assistant coach B was then interviewed that evening where he provided significant information.

September 15 – The former head coach's attorney sent a letter to the institution outlining conditions required for the former head coach's cooperation with the investigation. The institution found these conditions unacceptable.

September 15-16 – Numerous former and current men's and women's track student-athletes were interviewed on campus.

October 5 – A letter of preliminary inquiry was sent to the president of the institution.

October 10 - The enforcement staff contacted the former head coach's attorney, to attempt to interview the former head coach. Neither the attorney nor the former head coach responded to subsequent attempts to contact them by telephone.

October 26 – The enforcement staff sent separate letters to the former head coach and his attorney requesting an interview and outlining the requirements of NCAA legislation. No response was received.

December 3 – The enforcement staff sent separate letters to the former head coach and his attorney requesting an interview and indicating that this was the enforcement staff's final attempt before additional allegations would be made against the former head coach for his failure to cooperate. No response was received.

December 4 – Investigators interviewed former assistant coach D, who provided Western Union receipts as well as significant information of violations.

December 15 – The university's outside legal counsel and director of athletics met with the enforcement staff in Indianapolis to discuss potential allegations.

2005

March 5 – The enforcement staff re-interviewed student-athlete 10 using the Western Union receipt provided by former assistant coach D. Student-athlete 10 reluctantly admitted to the receipt of recruiting inducements from former assistant coach D. Student-athlete 10's current institution then declared him ineligible because of the unethical conduct violations for his failure to disclose his involvement during the previous interview.

March 24 – A notice of allegations was sent to the president of the institution. Additionally, those allegations specific to the former head coach and student-athlete 2 were sent to them respectively.

May 5 – The enforcement staff received the institution's response to the notice of allegations.

May 10 – The enforcement staff, outside legal counsel for the institution and institutional representatives conducted a prehearing conference by telephone.

June 10 – The university appeared before the NCAA Division I Committee on Infractions.

September 22 – Infractions Report No. 240 was released.

APPENDIX TWO

CORRECTIVE ACTIONS.

The university has taken steps to ensure education of all university employees of certain and specific institutional travel policies and protocols. The university has also taken steps to further educate and reinforce acceptable practices of academic assistance by members of the university's athletics department.