



News Release

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CONTACT:
Terry Don Phillips
NCAA Division I Infractions Appeals Committee

**REPORT OF THE
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION
DIVISION I INFRACTIONS APPEALS COMMITTEE**

July 14, 2005

Report No. 227

Former Assistant Football Coach

Mississippi State University

Mississippi State, MS

This report is filed in accordance with NCAA Bylaw 32.11 and is organized as follows:

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I. INTRODUCTION.

The former assistant football coach at Mississippi State University, appealed to the NCAA Division I Infractions Appeals Committee specific findings of violations and penalties as determined by the NCAA Division I Committee on Infractions. In this report, the Infractions Appeals Committee addresses the issues raised by the former assistant football coach (hereinafter referred to as former assistant football coach).

II. BACKGROUND.

On October 27, 2004, the Committee on Infractions issued Infractions Report No. 227 in which the committee found violations of NCAA legislation in the football program. On the basis of those findings, the Committee on Infractions determined that this was a major infractions case and imposed penalties accordingly. [November 8, 2004, issue of The NCAA News.]

This case centered on violations of NCAA bylaws governing recruiting and unethical conduct.

After the Committee on Infractions issued its report, the former assistant football coach filed a timely Notice of Appeal November 5, 2004. A written appeal was filed January 3, 2005. The Committee on Infractions filed its response February 10, 2005. The former assistant football coach filed his Rebuttal to the Committee on Infractions response March 16, 2005. The case was considered on the written record by the Infractions Appeals Committee.

III. VIOLATIONS OF NCAA LEGISLATION AS DETERMINED BY THE COMMITTEE ON INFRACTIONS. [Please note that the cites below are the cites as they appear in the Committee on Infractions report dated October 27, 2004].

II-B. IMPROPER RECRUITING CONTACTS; RECRUITING INDUCEMENTS. [NCAA Bylaws 13.01.3, 13.0.1.4, 13.01.6, 13.2.1, 13.2.2-(b) and 13.2.2-(e)]

During the period from the fall of the 2001-02 academic year through August 2002 while recruiting a prospective student-athlete (henceforth, "prospect 3"), former assistant coach B violated NCAA recruiting legislation when he made impermissible recruiting telephone calls to prospect 3 and arranged to pay the cost of two high-school courses prospect 3 took at the Education Center in Jackson, Mississippi; courses needed by prospect 3 to attain NCAA eligibility. Further,

former assistant coach B further assisted prospect 3 by providing him with cash for his personal use.

Concerning the arrangements with the Education Center, during a telephone conversation with prospect 3 in the spring of 2002, former assistant coach B suggested that prospect 3 enroll in two summer school courses at the Education Center, so that he could attain academic eligibility at Mississippi State. During a May 2003 visit to prospect 3's high school in May, former assistant coach B gave an Education Center application form to the head football coach (henceforth, "the high-school head coach"), and asked him to give it to prospect 3, which he did. Former assistant coach B also spoke to an assistant football coach at the high school (henceforth, "the high-school assistant coach") and a representative of the university's athletics interests, about prospect 3's enrollment in classes at the Education Center. The high-school assistant coach subsequently transported prospect 3 round trip from Brandon to Jackson (a distance of approximately 36 miles). At the Education Center, prospect 3 met with the Education Center principal (henceforth, "the principal"), as he had been instructed to do by former assistant coach B and was enrolled in two courses (physical science and advanced world geography). Prospect 3 began classes June 6, 2002, but was not required to pre-pay for the courses, even though the Education Center's policy was that classes be paid for on or before the first day of class. Specifically:

1. On July 21, 2002, (and at the conclusion of the courses), prospect 3 told former assistant coach B during a telephone conversation that he did not have the \$800 he owed to the Education Center. Former assistant coach B told prospect 3 not to worry, and, "We will get the money to you." The high-school assistant coach subsequently arranged to meet prospect 3 at the Brandon field house where the high-school assistant coach gave at least three \$100 bills to prospect 3. He instructed prospect 3 to use the money to pay the Education Center and to bring him (the high-school assistant coach) a receipt so that former assistant coach B would reimburse him. Previously, former assistant coach B also had told prospect 3 to obtain a receipt. The high-school assistant coach also said that they would get the rest of the money owed to the Education Center later. On July 24, prospect 3 made a \$300 cash payment to the Education Center.
2. In early August, the high-school assistant coach telephoned prospect 3 and told the prospect to meet him at the high school. Prospect 3 went to the school where the high-school assistant coach gave him at least \$375. Prospect 3 deposited \$400 in his checking account August 8. On

September 5, the Education Center principal told prospect 3 that because the high school would only accept one of the two courses from the Education Center, prospect 3 would only be required to pay for one course. Prospect 3 then made a \$100 payment to the Education Center, and the credit for the physical science course was transferred.

3. During a subsequent telephone conversation with former assistant coach B and after prospect 3 explained that he was only responsible for paying for one class (\$400), former assistant coach B told prospect 3 to keep the balance of the money given to him by the high-school assistant coach for the courses (approximately \$375).

Committee Rationale

The enforcement staff and institution agreed on many of the facts concerning prospect 3's enrollment in courses at the Education Center, but disagreed that former assistant coach B arranged for the high-school assistant coach to provide funds to prospect 3 to pay for the courses. Former assistant coach B also denied that he violated NCAA legislation.

There was consensus that former assistant coach B instructed prospect 3 to take classes at the Education Center in Jackson, Mississippi. Former assistant coach B brought the application from the Education Center and gave them to the high-school head football coach at prospect 3's high school, who, in turn, provided them on to prospect 3 for him to complete. The high-school assistant coach, whose brother had been a football student-athlete at the university and who was a friend of former assistant coach B, drove prospect 3 to the Education Center to register for the classes. Contrary to policy, prospect 3 was allowed to start classes at the Education Center, which began June 6 and ended July 21, without paying the tuition in advance. The cost of each course was \$400; \$800 for two courses. Prospect 3 paid \$400 for one of the courses; however, since only one of the two courses would transfer back to his high school, the center did not require payment for the second course. The committee noted that prospect 3 made an oral commitment to attend Mississippi State on June 5. The aforementioned information is not in dispute.

Prospect 3 was jointly interviewed by both the institution and NCAA enforcement staff in the spring of 2003. Contrary to the university's response, which indicated prospect 3 had initiated contact with the NCAA enforcement staff on this matter, in reality; it was the enforcement staff who first contacted prospect 3 in order to question him about the issues in question. The enforcement staff characterized prospect 3 as a "reluctant witness" who cooperated because he was required to do so under NCAA ethical conduct legislation. In his interview, prospect 3 recalled that, during a telephone conversation with former

assistant coach B, former assistant coach B advised prospect 3 that he should enroll in two courses at the Education Center and instructed him to contact the Education Center's principal when he enrolled. Former assistant coach B gave Education Center application materials to the high-school head coach to give to prospect 3. Prospect 3 reported that he then received a telephone call from the high-school assistant coach, who drove prospect 3 to the Education Center where he met the principal and registered for physical science and advanced world geography courses. When prospect 3 saw the tuition prices on the application, he knew that he could not afford the courses. Prospect 3, who had believed that the tuition had to be paid at registration, was relieved when the principal advised him that the tuition could be paid on the first day of class. However, even though he did not have the money by the first day of class, he was allowed to complete the course. Prospect 3 stated that he was surprised that he was permitted to attend classes without having paid the tuition. Prospect 3 reported that initially, former assistant coach B wanted prospect 3 to pay the cost of the courses, and the young man thought that he might be able to do so. However, sometime during the last week of summer school (July 21-27), prospect 3 reported that he received a bill for the tuition, realized that neither he nor his mother could pay it, and called assistant coach B for advice. (Note: university records reflect that prospect 3 telephoned former assistant coach B on July 21). According to prospect 3, former assistant coach B told the young man not to worry about it and said, "We'll get the money to you."

(Note: regarding payment of the tuition costs, prospect 3 is the only individual acknowledging handling any money to pay the tuition and both the high-school assistant coach and former assistant coach B deny any involvement whatsoever in paying prospect 3's tuition. During prospect 3's interview with the enforcement staff and the institution, he reported two separate cash transactions occurring near July 24 (\$400) and near August 8 (\$375). The committee noted that prospect 3's bank records and the payment record at the Education Center together corroborate prospect 3's recollections that he received cash from former assistant coach B at two separate times, the dates that he received the cash, and the amounts he recalled receiving. The committee also noted that these records indicate that prospect 3 confused the order in of the two cash payments (i.e., the \$375 was the first and the \$400 was the second).

Shortly after the July 21 telephone call with assistant coach B, prospect 3 reported that the high-school assistant coach telephoned him, instructed him to meet him at the high-school field house, which he did, and it was there that the high-school assistant coach gave him four \$100 bills (\$400) and told the young man, "We'll take care of the rest later." During this transaction, the high-school assistant coach instructed prospect 3 to bring him the receipt so that former assistant coach B could reimburse him at a later time. Prospect 3 used the money received from the high-school assistant coach to pay for one

of the Education Center courses (payment was made July 24) and, as instructed, brought a receipt to the high-school assistant coach. (Note: according to the Education Center records, prospect 3 paid \$300 for one course July 24 and made another \$100 payment September 5.) Prospect 3 reported that approximately three weeks later, he received a second phone call from the high-school assistant coach, who again instructed the young man to meet him at the high school. Prospect 3 complied, and during that meeting the high-school assistant coach then gave an additional \$375 to prospect 3 for payment of the second course at the Education Center. However, before he paid for the second course, prospect 3 learned that the high school would accept only one of the courses and reached an agreement with the Education Center principal so that he only had to pay for the course that transferred to the high school. Prospect 3 reported that, during a subsequent telephone conversation with former assistant coach B, he explained to the coach that he was not required to pay for both courses and asked what he should do with the money he received from the high-school assistant coach. According to prospect 3, former assistant coach B told him to keep the money; after which prospect 3 reported that he deposited the \$400 cash in into his checking account. At the instruction of former assistant coach B and the high-school assistant coach, prospect 3 never told anyone about the funds he received.

Prospect 3's bank records corroborate his statement that he deposited \$400. According to his bank statement, he made a \$400 deposit to his checking account August 8. His bank statements reflect the following account activity and information: Prior to June 3, 2002, prospect 3's checking account had a balance of (-) \$12.75; a June 3 deposit of \$50 increased the balance to \$37.25; a June 5 deposit of \$20 increased the balance to \$57.25; June 6, \$50 was withdrawn leaving a balance of \$7.25; June 19 a debit of \$5.01 left \$2.24 in the account. There was no further activity until August 8 when \$400 was deposited. (Note: As indicated earlier, prospect 3 reported that the high-school assistant coach gave him \$400 and then \$375. Prospect 3's checking account records reflect that a \$400 deposit August 8, a date much closer to the second reported payment.)

Prospect 3's mother was present during her son's interview with the institution and staff. She confirmed that she and her son did not have the financial means to pay the tuition at the Education Center. She remembered being curious as to how her son could pay for two summer courses, and her son told her that "coach (last name shared by the high-school head football coach and former assistant coach B)" gave him the money for summer school. At the time, she thought her son was referring to the high-school head football coach, and not former assistant coach B. Prospect 3's mother confirmed that she received a bill from the Education Center for her son's tuition but never made any payments.

The high-school head football coach was jointly interviewed by the staff and the university in the spring of 2003. He recalled that former assistant coach B provided the application materials to him for prospect 3. When the high-school head football coach saw the cost of the Education Center courses, he knew it would be an issue for prospect 3's family.

The Education Center principal was jointly interviewed by the institution and staff in the summer of 2003. She reported that she enrolled all students and personally admitted prospect 3 to the Education Center and thought this occurred prior to May 24. The principal assumed that prospect 3 did not have the money to pay the tuition and reported that there was no discussion about the cost of the courses because that information was listed on the application. It was also the principal's understanding that prospect 3 was employed by a pizza establishment and would have the funds to pay the tuition when classes began. On the first day of class, the principal learned that prospect 3 had not paid the tuition. During two subsequent meetings, prospect 3 told the principal that he was using earnings from a job to pay the tuition because his parents could not afford it. The principal reported that she asked the prospect to make a partial payment, and that on July 24, the last day of summer school, the young man made a \$300 tuition payment. The principal reported that prospect 3 was notified by telephone that he still had to pay the \$100 balance before the credit for the physical science course was transferred. Prospect 3 made a \$100 cash payment on September 5 when the principal told the young man that since the second course would not transfer, he would not be required to pay for the course.

Former assistant coach B acknowledged his involvement in providing the Education Center application packets to the high-school head coach for prospect 3, that he encouraged the young man to attend summer school at the Education Center and that he advised that he should see the principal if he enrolled at the Education Center. He denied that he ever discussed the cost to attend the Education Center with prospect 3. Former assistant coach B reported that he told prospect 3 that the Education Center was located in Jackson and "might" have asked the high-school assistant coach to show prospect 3 where the Education Center was located. Former assistant coach B denied that he passed funds through the high-school assistant coach to prospect 3 to pay for the young man's Education Center costs. Former assistant coach B acknowledged that during the 2002 summer, prospect 3 placed a telephone call to his cell phone. He stated that he answered without knowing the call was from prospect 3 and reported the call to the university's compliance coordinator as recruiting contact violation. The date of the call was July 21. Former assistant coach B did not recall having any other conversations with prospect 3.

The high-school assistant coach was prospect 3's position coach. He reported that former assistant coach B told him that prospect 3 needed to take classes at the Education Center to be (NCAA) eligible. The high-school assistant coach stated that he volunteered to drive the young man to the Education Center, which he did. Although the high-school assistant coach had no idea how prospect 3 was going to pay for the Education Center courses, he believed that prospect 3 was employed at a local pizzeria. When asked, the high-school assistant coach denied that he gave cash payments of \$400 and \$375 to prospect 3. The high-school assistant coach acknowledged that he may have placed telephone calls to prospect 3 on one or two occasions during the 2002 summer and that the calls were made to determine prospect 3's progress in the Education Center courses. The high-school assistant coach could not recall having any telephone conversations with former assistant coach B during the 2002 summer but acknowledged that he saw former assistant coach B in Jackson at the state coaching clinic in July.

From the evidence, the committee concluded that the high-school assistant coach was the logical choice as an individual who could assist former assistant coach B with the activities described in this finding, and one who would "cover" for former assistant coach B if he were ever questioned it. First, the high-school assistant coach attended the university and his younger brother was recruited and signed as a football student-athlete by the institution. Second, he had taken prospects from his high school to Mississippi State camps and home football games. Third, as a result of the aforementioned activities, and the fact that former assistant coach B and the high-school assistant coach shared the same hobbies of hunting and fishing, the two had developed a friendship. Moreover, institutional phone records revealed calls from former assistant coach B to the high-school assistant coach during the summer, but not to any other coach at the high school. Based on his involvement in this finding, the committee concluded that the high-school assistant coach became a representative of the university's athletics interests.

The university and former assistant coach B attempted to cast doubt on prospect 3's credibility. It was suggested by the university that because prospect 3 ultimately did not qualify academically to attend Mississippi State his "ego" may have somehow motivated him to report the information implicating former assistant coach B in this violation. The committee found this assertion without support. Counsel for the university opined that prospect 3 reported the violations because he was being vindictive toward the high-school assistant coach, his position coach, as a result of some sort of conflict. However, the high-school head coach characterized the relationship between prospect 3 and his position coach as "typical."

The committee found the information provided by prospect 3 relating to this finding to be credible. The following chart summarizes the information he provided and how it was corroborated:

Information prospect 3 reported	How corroborated
Prospect 3 completed Education Center summer school application.	Both former assistant coach B and the high-school head coach corroborated that prospect 3 received an Education Center application from assistant coach B through the high-school head coach.
Prospect 3 reported that the high-school assistant coach drove him to the Education Center to register, and former assistant coach B told him to contact the principal at the Education Center when he registered.	The high-school assistant coach confirmed the transportation. The principal and former assistant coach B confirmed that she was the individual whom prospect 3 was to contact for registration purposes.
Prospect 3 reported that he attended the first day of summer classes at the Education Center on June 6 but was not required to pay for the classes at that time.	The principal corroborated that prospect 3 was permitted to attend classes without paying tuition up front, contrary to Education Center policy.
Prospect 3 reported that he placed a telephone call to former assistant coach B to advise that he owed the money for the courses but could not afford to pay the tuition, which was due on July 24.	Prospect 3's mother and the principal confirmed that the Education Center contacted the prospect 3's mother about payment. Former assistant coach B's telephone records confirm that prospect 3 called him on July 21.
Prospect 3 reported that on the last day of summer classes, he used the money provided by the high-school assistant coach to make a \$300 tuition payment to the Education Center.	Education Center records confirm that prospect 3 made a \$300 cash payment on July 24, the last day of class.
Prospect 3 reported that he deposited \$400 to his checking account after he received the second provision from the high-school assistant coach.	Prospect 3's bank records showed a \$400 deposit on August 8.
Prospect 3 reported that he had to pay for only one course at the Education Center.	The principal corroborated that prospect 3 was not required to pay for the course that did not transfer. On September 5, prospect 3 paid the \$100 balance for the course that did transfer.

Prospect 3 reported that he told former assistant coach B during a telephone conversation that he did not have to pay for the second course.	Assistant coach B placed a 14-minute telephone call to prospect 3 on September 3 and again for six minutes on September 9.
In the summer of 2002, prospect 3 told his mother that "coach (last name shared by both former assistant coach B and the high-school head coach)" was paying for his classes.	Prospect 3's mother confirmed that her son said "coach (last name shared both assistant coach B and the high-school head coach)" was paying for course, but thought he met the high-school coach.

In the end, the committee believed that prospect 3 had no motive to provide the information implicating assistant coach B set forth in this finding, unless it was true. He did not seek to have this information brought to the attention of the NCAA, but rather was compelled to provide it when confronted by the NCAA enforcement staff and his obligation to provide complete and truthful information. The young man had every intention of attending Mississippi State, and, in fact, had orally committed to attend the university on June 5, 2003. In an effort to become academically qualified so that he could attend the university, and at the suggestion of former assistant coach B, he began classes at the Education Center the very next day. The university's football staff clearly wanted the young man to be a part of their program, but could not accept him because he failed to qualify academically. As demonstrated above, information provided by prospect 3 proved to be credible. An analysis of the evidence, including records from the Education Center and prospect 3's bank, statements of individuals who had knowledge of the circumstances, combined with the credibility of prospect 3, led the committee to conclude that violations of NCAA recruiting legislation occurred as set forth in this finding.

II-F. IMPROPER RECRUITING CONTACTS BY ATHLETICS REPRESENTATIVES. [NCAA Bylaws 13.01.3, 13.01.4, 13.01.5 and 13.1.2.1]

During the fall of the 1999 through January 2002 representatives of the university's athletic interests made improper in-person recruiting contacts with prospective student athletes being recruited by the institution. Specifically:

5. In January 2002, a prospective student-athlete (henceforth, "prospect 11") and the young man's mother met with the president of a local bank and a representative of the institution's athletics interests (henceforth, "representative C") in representative C's office. Representative C spoke to prospect 11 about his experiences at the institution and that he hoped the young man would enroll there. Representative C knew that prospect 11

was being recruited by the institution and had met with the former head coach and two former assistant coaches A and B, earlier in the day. During his conversation with the coaches, representative C learned that the coaches had just met with prospect 11. Representative C assumed that the coaches had encouraged the young man to meet with him.

II-H. UNETHICAL CONDUCT. [NCAA Bylaws 10.1 and 10.1-(c)]

Former assistant coach B 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 Finding II-B of this report.

Committee Rationale

The enforcement staff alleged that former assistant coach B violated the principles of ethical conduct for his involvement in Finding II-B and another allegation which was not found by the committee. Because the university and former assistant coach B disputed the facts set forth in Finding II-B, neither believed that former assistant coach B violated NCAA ethical conduct legislation.

Based upon the committee's conclusion that former assistant coach B did, in fact, knowingly violate NCAA recruiting legislation as set forth in Finding II-D, the committee concluded that assistant coach B violated NCAA ethical conduct legislation.

IV. PENALTIES IMPOSED BY THE COMMITTEE ON INFRACTIONS.

The Committee on Infractions imposed additional penalties because of the involvement of the former assistant football coach in a number of the violations. The penalty in which the former assistant football coach was cited was IV-F.

According to penalty IV-F, the former assistant football coach will be informed in writing by the NCAA that, due to his involvement in certain violations of NCAA legislation found in this case, if he seeks employment or affiliation in an athletically related position at an NCAA member institution during a two-year period (June 12, 2004, to June 11, 2006), he and the involved institution shall be requested to appear before the Division I 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.

V. ISSUES RAISED ON APPEAL.

In his written appeal, the former assistant football coach asserted that: (1) the findings of violations against him should be set aside because they are contrary to the evidence and are not supported by credible evidence; and (2) the penalty imposed by the Committee on Infractions is excessive and inappropriate.

VI. APPELLATE PROCEDURE.

In considering the former assistant football coach's appeal, the Infractions Appeals Committee reviewed the Notice of Appeal; the transcript of the institution's June 12, 2004, hearing before the Committee on Infractions; and the submissions by the former assistant football coach and the Committee on Infractions referred to in Section II of this report.

The appeal was submitted on the written record in accordance with procedures adopted by the Infractions Appeals Committee pursuant to NCAA legislation. The appeal was considered by the Infractions Appeals Committee via conference call May 6, 2005.

VII. INFRACTIONS APPEALS COMMITTEE'S RESOLUTION OF THE ISSUES RAISED ON APPEAL.

In reviewing the report in this case, the Infractions Appeals Committee may overturn a determination of fact or finding of violation only if:

- A. The committee's finding clearly is contrary to the evidence presented to the committee;
- B. The facts found by the committee do not constitute a violation of the Association's rules; or
- C. A procedural error affected the reliability of the information that was used to support the committee's finding. [Bylaw 32.10.2]

“A showing that there was some information that might have supported a contrary result will not be sufficient to warrant setting aside a finding nor will a showing that such information might have outweighed the information on which the committee based a finding. The Infractions Appeals Committee . . . will set aside a finding only on a showing that information that might have supported a contrary result clearly outweighed the information on which the Committee on Infractions based the finding.” (University of Mississippi, Public Infractions Appeals Committee Report, Page No. 8, May 1, 1995.)

The Committee on Infractions determines the credibility of the evidence.

Although in his notice of appeal the former assistant football coach challenged all the findings of violations and the penalty imposed on him, his written appeal disputed only Finding II-B, which he contends was “clearly contrary to the evidence presented.” [Former assistant football coach’s written appeal (January 3, 2005) Page No. 1] Specifically, he argues that: (1) there was “no credible evidence” (former assistant football coach’s written appeal, Page No. 1) that he paid for courses taken by a prospective student-athlete; (2) the prospective student athlete’s testimony was inconsistent; and (3) the Committee on Infractions gave insufficient weight to evidence favorable to the former assistant football coach or unfavorable to the prospect. As he states, “One of the big issues involving the allegation against [former assistant football coach] was the credibility of Prospect 3 when contrasted with the credibility of others.” [Former assistant football coach’s written appeal, Page No. 5].

The Committee on Infractions carefully considered the evidence, including inconsistencies alleged by the former assistant football coach and the motivations of the witnesses. It also weighed the credibility of the prospective student-athlete as well as other witnesses and examined the additional corroborating evidence presented. Based on the record before us, we conclude that the Committee on Infractions’ findings are not clearly contrary to the evidence presented.

VIII. CONCLUSION.

Findings II-B, II-F-5, and II-H and the penalty set forth in IV-F are affirmed.

NCAA Infraction Appeals Committee

Terry Don Phillips, chair
Christopher L. Griffin
William P. Hoye
Noel M. Ragsdale
Allan A. Ryan Jr.