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Recruiting: An Act of Trust

A thesis submitted in partial fulfillment of the requirements for the degree of Master of Education in Recreation and Sport Management

by

Krystal Beachum Henderson State University Bachelors of General Studies, 2014 University of Arkansas Master of Education in Recreational and Sport Management

# August 2016 University of Arkansas

This thesis is approved for recommendation to the Graduate Council.

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#### ABSTRACT

The realization for incoming freshmen to be able to balance education and participate in athletics at the college level takes complete dedication. Participation in athletics has been linked with reports of growth in the individual's personality and leadership skills and with their overall satisfaction with the college experience (Ryan, 1989). Using former student-athletes as participants, the study aims to look at college athletics through the eyes of the student-athletes.

The purpose of this study offers an inside look at former Division I football studentathletes perception of the recruiting process, along with the perception of the financial agreement and the National Letter of Intent. Although there are thousands of high school athletes that get recruited to attend a college or university every year, little is known about the recruiting experience of student-athletes. Eight former football student-athletes at an NCAA Division-I FBS institution was interviewed. Also, four significant themes emerged naturally from the interviews: feeling like a celebrity, feeling overwhelmed, lack of knowledge, trusting of coaches. The results of this study will allow those working with student-athletes to develop a greater understanding of their experience.

#### Keywords: NCAA, experience, football, recruiting, student-athletes

# **DEDICATION**

This thesis is dedicated to my parents, Kelvin and Culetta Beachum, who have been a constant source of support and encouragement during the challenges of graduate school and life. To my grandparents, O'dell and Betty Harris, and J.W. and Atheria Beachum, who continues to pray for me. To my siblings, Kelvin Jr., Jacob, and Brechelle who love me and support me unconditionally. This thesis is also dedicated to the student-athletes that I spoke with and shared their stories; thank you. Without all of you, this experience could not have been possible.

#### ACKNOWLEDGEMENTS

Throughout life, many people play a key role in molding and shaping our lives. Often, years pass before we realize these individuals played a vital part of our growth. As a former student-athlete, I was fortunate to be surrounded by coaches, athletic directors, senior women administrators, as well as other people in intercollegiate athletics, to aid in shaping my life. These distinct individuals went above and beyond the call of duty to set me up for success. Not only did they teach me more than basketball, but they taught me the importance of giving back and leading by example. Most importantly, they taught me the game of life. The game of basketball is similar, and there is life beyond basketball.

I take this opportunity to express my sincere thanks to all the individuals that impacted my life. I could write another ten pages about who has helped me on my journey from the teachers/professors, coaches, teammates and the community at Mexia Independent School District, McLennan Community College, Henderson State University and the University of Arkansas. Dr. Sarah Stokowski, thank you for providing me with guidance and constant encouragement throughout the completion of my thesis. Thank you for always believing in me and encouraging me to be the voice for student-athletes. I had the opportunity to work with some amazing professors on this project, so thank you Dr. Brandon Jackson and Dr. Merry Moiseichik for being a part of my committee. To the Women's Basketball, Tennis, and Volleyball programs, thank you for allowing me to be a part of your academic and athletic journey. Finally, I would like to thank my extended family from the Office of Student-Athlete Success for your love and support. I love you all!

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#### **Chapter I: Introduction**

Student-athletes face a major life decision when choosing where to further their education and refine their athletic abilities. This decision can be made more difficult for student-athletes who are heavily recruited by several universities (Klenosky, Templin & Troutman, 2001). Although recruiting student-athletes is an important component of collegiate sport, the process itself is intended to shape the student-athletes selection of college (Schneider & Messenger, 2012). The overseeing of a potential student-athlete begins when the student is only a freshman in high school (Bass, Schaeperkoetter & Bunds, 2015). As indicated by the NCAA (2016),

"recruiting is: Any solicitation of a prospective student-athlete or a prospective student athlete's relatives (or legal guardians) by an institutional staff member or by a representative of the institution's athletics interests for the purpose of securing the prospective student-athlete's enrollment and ultimate participation in the institution's intercollegiate athletics program" (p.91).

Recruiting is a key activity among NCAA member institutions (Klenosky, Templin & Troutman, 2001). It is particular concern, however, at the NCAA Division I level where full scholarships are available for qualified student-athletes, especially those in revenue-generating sports (such as football) (Klenosky et al., 2001). Recruiting is one of the greatest challenges a college coach has, and the ability to understand what the student-athlete is looking for their choice of a school will go a long way to the level of success that a coach and his program have in attracting these recruits (Schneider & Messenger, 2012). While the recruiting of student-athletes is a serious and important consideration for universities, the recruiting process has received only a limited amount of empirical investigation in the research literature (Klenosky et al., 2001).

Since the launch of the National Collegiate Athletics Association (NCAA), there has been continual debate about the efficacy and integrity of the NCAA model. Presently, intercollegiate athletics functions as a multi-billion dollar industry bolstered in part by billiondollar television broadcasting rights contracts (O'Toole, 2010) and exclusive million-dollar corporate sponsorships with apparel companies (Giroux, 2007). Athletic expenditures have continued to rise as schools compete with one another for recruits, championships and fans (Bass et al., 2015).

## **National Letter of Intent**

Before stepping on a college campus to participate, each student-athlete must sign a financial agreement and a National Letter of Intent (NLI). The NLI is a voluntary program with regard to both institutions and student-athletes. No prospective student-athlete or parent is required to sign the NLI and no institution is required to join the program. The NLI is a binding agreement between a prospective student-athlete and an NLI member institution (NationalLetter, 2015). The National Letter of Intent prohibits a perspective student-athlete from getting recruited from other colleges and universities, and in return, he/she is guaranteed a one-year scholarship. The NLI is not a scholarship offer, but rather a written offer of athletics related financial aid that includes a list of terms and conditions, as well as the amount and extent of the award (Meyers, 2004).

According to the NLI (2015), a prospective student-athlete agrees to attend the institution full-time for one academic year (two semesters or three quarters). The institution agrees to provide athletics financial aid for one academic year (two semesters or three quarters). The NLI paperwork should be present when an athlete is offered an athletic scholarship. The document is simply the college or university agreeing to give the recruit a scholarship and the opportunity to try out for the team in exchange for the student agreeing to enter the school and to participate on an athletic team (Meyers, 2004). In order for an NLI to be considered valid, it must be

accompanied by an athletics financial aid award letter, which lists the terms and conditions of the award, including the amount of the financial aid (NationalLetter, 2015). Without the signature on both documents, the offer is not valid. Therefore, the Letter of Intent is most logically characterized as an acceptance of a bilateral contract offer, manifested through the student-athlete's promise to attend (Cozzillo, 1989). Generally, both the institution and the prospect benefit from this relationship, but sometimes something else happens. The promises do not come true, the athlete does not play, or the coach leaves the institution (Meyer, 2004).

#### **Athletics Financial Aid Award Letter**

Standard scholarship letters illustrate the university's overall commitment to provide financial aid to the prospective student-athlete (NCAA, 2015). Many scholarship letters intimate that the one-year scholarship is renewable each year up to four years, provided the student meets the university's requirements (Cozzillio, 1989). Due to the fact that most students consider their scholarships to be for a four-year period, or in essence to provide them with financial assistance throughout their collegiate career, the parties' actions may reflect an intent to be bound for four years (Cozzillio, 1989).

#### Readability of NLI and Financial aid award letters

At the Division I level, athletic scholarships not only provide football student-athletes with the opportunity to continue participating in sports at an elite level, but also the opportunity to earn a college degree without the financial burden. Before signing the NLI and the financial agreement, the coach usually explains what the perspective student-athlete is signing to provide athletes with better understanding of the documents.

Research has shown that some student-athletes do not read at a college level. Mary Willingham's (2014) study of 175 UNC-Chapel Hill football and men's basketball student-

athletes found that 60% of the sample read between fourth-and eighth-grade levels. Another study revealed that between 8% and 10% of the football and men's basketball student-athletes read below a third-grade level (Ganim, 2014). Ganim (2014) also found out of that 7%-18% of basketball and football students in many schools read poorly. Thus, the low reading levels of some student-athletes might inhibit an athlete's ability to fully read and comprehend the NLI.

While the low reading levels are not evident in all sports, it is rather alarming that some football and men's basketball student-athletes exhibit low reading levels. To better understand the reading level needed to read and understand a NLI, a 2014-2015 NLI and athletic financial aid agreements from the University of South Carolina and University of Illinois were examined. The NLI and financial agreement from both institutions were analyzed using the Flesch-Kincaid readability, which indicates the difficulty of a reading passage. There are two tests, the Flesch-Kincaid grade level test and the Flesch reading ease test. Both reading tests have different weighting factors, but use the same core measures as far as word length and sentence length. The Flesch reading ease test shows easier readability, which scores range between 0-100. A score of 0-30 means the passage is best understood by university graduates, the scores of 60-70 indicates passages best understood by 13-15 year old students, and 90-100 are passages best understood by an 11 year old student. The NLI's Flesch reading ease score is a 52.8, which is closer to the 60-70 score range.

The results from the financial agreements from South Carolina and the University of Illinois were startling. Both agreements fell under the 30 range. South Carolina's score was 29.6, whereas Illinois was 24.8 (readability-score, 2015). Flesch-Kincaid grade level is used based on the US grade level and used frequently in education to help specify the readability of numerous texts and books. The score of 10-12 is usually the reading level for high school students, and a

score higher than 12 indicates a college level reading. The NLI's grade level was a 10.5, which is right in the middle of the average high school graduates (readability-score, 2015). On the other hand, the University of Illinois and University of South Carolina are both above the reading level of twelve. Illinois's score is a grade level of 14.7, and South Carolina is a grade level of 14. The Flesch-Kincaid readability test stats "Text to be read by the general public should aim for a grade level around 8 (readability-score, 2015). Ganim's (2014) investigation found public universities across the country had many students in the basketball and football programs who could read only up to an eighth-grade level (Ganim, 2014). With these findings, it is quite possible that those signing the documents may fail to comprehend what they are signing due to the contract's high reading level.

# **Statement of the Problem**

There has not been a lot of studies about the recruiting experience, but thousands of high school athletes are asked to sign documents to be eligible to play at a university or college. Not only is the National Letter of Intent difficult to read. Athletes do not understand that oral promises are not included in the final contract, and therefore may believe they are getting something that may not be included. The student get "wined and dined" and celebrated during their recruiting process. In the end, the prospective student athlete have impressions that their college experience will be similar to their recruiting experience. That is not true in some cases. This study aims to discover an inside look at former Division I football student-athletes perception of the recruiting process, along with the perception of the National Letter of Intent and financial agreement.

The purpose of this study is two-fold:

RQ1: What perceptions do former NCAA Division I student-athletes have of the recruiting process?

RQ2: What is the perception of the contracts, specifically, the National Letter of Intent (NLI) and the Financial Agreement?

# Significance

This study will potentially fill a gap in research regarding if student-athletes receive what they believe was promised to them after signing the NLI and financial agreement. Future perspective student-athletes and guidance counselors will be able to learn about the recruiting process and the purpose of the NLI and financial agreement. This knowledge could inform future policy decisions regarding athletic scholarships. Lastly, there is lack of data when it comes to student-athletes and recruiting so this study can possibly help spearhead more literature in student-athlete recruiting. This study will also potentially help recruiters realize the effects of their oral promises.

## **Delimitations**

One delimitations of this study that could influence the results would be only Division I football former student-athletes are chosen. Many of participants were many years away from the recruiting process and memory changes. Football players, because of the very nature of Division I football, may receive different treatment than other recruits.

### **Chapter II: Literature Review**

#### The "Student-Athlete"

In his memoir, Byers, the first executive director of the National Collegiate Athletic Association discusses how he served as a driving force behind the development of the specific term "student-athlete." Byers poignantly acknowledged that the development of this concept has formed the foundation of the "pay-for-play" debate (Byers & Hammer, 1995). The term "student-athlete" was a tool of propaganda, designed to deflect attention away from the "pay for play" system created by the adoption of the athletic scholarships (otherwise known as "grant-inaid") in the 1950's (Huma & Staurowsky, 2013). The NCAA assertion that "student-athletes" will not be paid because they are students first and athletes second (NCAA Staff, n.d.) does not withstand a basic test of logic (Huma & Staurowsky, 2013).

The Center for Athlete's Rights and Education (CARE) did a study on an academic and athlete experience with 644 athletes across all NCAA divisions. In response to the question "Do you feel pressure to be an athlete first and a student second?" 41 percent of Division I athletes reported "yes" (Sack & Staurowsky, 1998). The study reported also that Division I athletes felt that due to their sport they took fewer courses a semester, cut classes, enrolled in less demanding majors, and engaged in a variety of other academic shortcuts (Sack & Staurowsky, 1998).

Contrary to the assertion by the NCAA that "student-athletes" are to be "considered an integral part of the "student body," football and basketball players in the nation's elite programs shoulder a burden that no other students share (Huma & Staurowsky, 2013). If an athlete in a

high profile sport (i.e. football, men's basketball) does not perform as well as expected athletically or is permanently injured, his coach can choose not to renew the scholarship without consideration for the athlete's academic performance or future (Huma & Staurowsky, 2013).

#### Chamorro v. Colorado State

As a case in point, Durrell Chamorro was a highly sought after kicker from California. According to Chamorro, he eventually signed a national letter of intent with Colorado State with an understanding that he would retain his scholarship for four or five years if he maintained a minimum grade point average of a 2.0 and abided by the rules (Huma & Staurowsky, 2013). After a redshirt season and a season as a backup kicker, despite achieving a 3.5 grade point average, Chamorro was informed by Coach Sonny Lubick that he had lost his scholarship. In this case, NCAA institutions are free to renew scholarships of players who are academically ineligible, which highlights the fact that the athletic scholarship hinges primarily on athletic performance rather than academic performance (Huma & Staurowsky, 2013).

It is common knowledge that athletes must attend mandatory athletic obligations such as workouts, practices and games if they are to keep their scholarship. It is also mandatory for many players to miss classes because of games and/or athletic-related travel. Meanwhile, a player who chooses to miss a practice or game to attend a class would immediately put his scholarship in jeopardy (Huma & Staurowsky, 2013). Severns (2010) feels that university sanctioned sports and athletic scholarships are meaningful as long as an athlete is receiving an education and a meaningful degree. However, some athletes find themselves unprepared for life beyond the playing field, having been exploited by their institutions for profits (Severns, 2010)

#### Kevin Ross v. Creighton University

Kevin Ross filed suit against Creighton University for negligence and breach of contract arising from Creighton's alleged failure to educate him (*Ross v. Creighton, 1991*). Mr. Ross comes from an academically disadvantaged background. At the time of his enrollment at Creighton, Mr. Ross was at an academic level far below that of the average Creighton student. According to the complaint, Creighton realized Mr. Ross' academic limitations when it admitted him, and, to induce him to attend and play basketball, Creighton assured Mr. Ross that he would receive sufficient tutoring so that he "would receive a meaningful education while at Creighton" (*Ross v. Creighton, 1991*).

During that time he maintained a D average and acquired 96 of the 128 credits needed to graduate. However, many of these credits were in courses such as Marksmanship and Theory of Basketball, and did not count towards a university degree. Mr. Ross alleges that he took courses on the advice of the Creighton's Athletic Department, and that the department also employed a secretary to read his assignments and prepare and type his papers. Mr. Ross also asserts that Creighton failed to provide him with sufficient and competent tutoring that it had promised (*Ross v. Creighton, 1991*).

When Ross left Creighton, he had the overall language skills of a fourth grader and the reading skills of a seventh grader. Consequently, Mr. Ross enrolled, at Creighton's expense, for a year of remedial education at the Westside Preparatory School in Chicago. At Westside, Mr. Ross attended classes with grade school children (*Ross v. Creighton, 1991*). Mr. Ross advances three separate theories of how Creighton was negligent towards him: educational malpractice for

not educating him, a new tort of "negligent admission" to an educational institution, and negligent infliction of emotional distress (*Ross v. Creighton, 1991*).

#### **Terrell Jackson v. Drake University**

In March of 1988, Tom Abatemarco was hired as Drake University's new men's basketball coach. Sometimes after assuming the responsibilities of head coach, Abatemarco began recruiting Jackson to attend and play at Drake (*Jackson v. Drake, 1991*). In recruiting Jackson, Abatemarco emphasized the high quality of education that Jackson would receive at Drake. Abatemarco also told Jackson that the basketball program would be structured around Jackson and he would be the star of the team. Subsequently, Jackson enrolled at Drake in the fall of 1988 (*Jackson v. Drake, 1991*).

Drake provided Jackson with the assistance of a tutor while playing basketball. Abatemarco and his coaching staff scheduled basketball practices that interfered with Jackson's allotted study time and tutoring schedule. Jackson attended these practices under threats that his scholarship would be taken away if he did not comply (*Jackson v. Drake, 1991*). Abatemarco's coaching staff prepared term papers for Jackson that they expected Jackson to submit for credit as his own work. Jackson refused term papers provided by the staff. Abatemarco and his staff recommended that Jackson take certain "easy" courses in order to maintain his academic eligibility. Jackson refused to take the recommended easy courses and selected his own courses. Jackson does not question the adequacy of the tutoring and has no complaint with the quality of classroom instruction that he received (*Jackson v. Drake, 1991*).

Jackson complains that Drake breached its contract with him by: failing to provide independent and adequate academic counseling and tutoring; failing to provide adequate study time; requiring Jackson to turn in plagiarized term papers; disregarding Jackson's progress

toward an undergraduate degree; and urging Jackson to register for easy classes (*Jackson v*. *Drake, 1991*). Jackson also contends that the financial aid agreements granted him the right to an educational opportunity and the right to play basketball at a Division I school (*Jackson v. Drake, 1991*).

#### Fortay v. University of Miami

Due to the promises coaches make during the recruiting process (many that cannot be delivered), the parents of student-athletes believe that verbal promises are just like the National Letter of Intent. On or about December 20, 1988, Fortay, a football player, made a verbal commitment to attend UM, which the UM football staff acknowledged by mailgram and letter. On February 8, 1989, Fortay and his father, Peter Fortay signed a Letter of Intent formalizing Fortay's decision to enroll at UM in exchange for an athletic scholarship. Fortay made the formal commitment to UM based on the belief that he would be the starting quarterback at UM and the team would be built around him *(Fortay v. Miami, 1994)*.

In February 1989, just after Fortay had signed the Letter of Intent, Coach Johnson announced that he was leaving UM for the head coaching job with the NFL's Dallas Cowboys. *(Fortay v. Miami, 1994).* Prior to March 8, 1988, UM announced the hiring of Coach Erickson to replace Coach Johnson at the helm of the UM football program. Following UM's announcement, Coach Erickson contacted Fortay by phone and by letter to assure him that the commitments, goals and play system of Coach Johnson's regime would not be changed *(Fortay v. Miami, 1994).* Unhappy with this change in circumstances, Fortay and his father travelled to Miami to procure a release from the Letter of Intent. They met with Coach Erickson, who informed Fortay that he would be the starter for at least two years in a system better suited for entry into the NFL *(Fortay v. Miami, 1994).* Despite Erickson's assurances, UM refused to release Fortay from the

Letter of Intent. In April 1989, Fortay decided to honor the Letter of Intent rather than to enroll elsewhere and lose two years of eligibility. Fortay matriculated in the fall of 1989 *(Fortay v. Miami, 1994)*.

During his first collegiate season, Fortay was "red-shirted," meaning that he was not on the active roster, but would be able to practice and learn the offense without losing a year of eligibility. During spring practices in 1990, Fortay was competing with Gino Torretta for the back-up position. Fortay became dissatisfied after sensing that Coach Erickson favored Torretta *(Fortay v. Miami, 1994)*. Ultimately, Torretta was named UM's starting quarterback for the 1991 season, despite the fact that Fortay outperformed Torretta in spring and fall practices. Five days later, Fortay packed his bags and transferred to Rutgers, losing a year of eligibility in the process under NCAA regulations *(Fortay v. Miami, 1994)*.

Fortay first met defendant Russell in the spring of 1988, when Fortay travelled to Miami to visit UM. After matriculating at UM, Fortay was assigned to Russell, who was to provide Fortay guidance and assistance (*Fortay v. Miami, 1994*). In the fall of 1989, Russell asked Fortay if he had applied for a Pell Grant, a form of federal financial aid. Fortay had not applied, and Russell advised him that he was eligible for the aid based upon his athletic and scholarship status. Subsequently, Russell assisted Fortay in filling out a Pell Grant application. Fortay gave him \$75 dollars, which Russell had said was the required processing fee (*Fortay v. Miami, 1994*). A few months later, Fortay received a check from UM. Fortay and Russell went through the same procedure the following fall. In 1991, Russell came under investigation by the federal government for illegally obtaining the financial aid. Subsequently, *Fortay* and other UM students and football players were implicated in the scheme (*Fortay v. Miami, 1994*). Based on the foregoing allegations and averments, Fortay filed a 25 count complaint in search of actual,

compensatory and punitive damages for the broken promises of stardom at UM and in the NFL and the injury, embarrassment and humiliation suffered as a result of the Pell Grant scandal *(Fortay v. Miami, 1994).* 

#### **The Parol Evidence Rule Effect**

The parol evidence rule gives legal effect to the parties' intention to make their writing a complete expression of the agreement they reached, to the exclusion of all prior negotiations, oral or written (Riella, 2002). The rule excludes previous and contemporary agreements to a writing when the writing is completely integrated, the parol term contradicts express clauses, the term is within the scope of the writing, or the term would not naturally be excluded from the writing. Traditionally, the rule was rigidly applied; the modern trend, however, has been to limit its application (Riella, 2002). An athlete must understand that a NLI is only an agreement for a particular institution to provide financial aid for one year in exchange for his athletic ability, and that although verbal promises may be made, they are not a part of the NLI program. An oral agreement between a coach and athlete that the coach will remain at the institution in its current capacity is likely to be judged contrary to the terms in the National Letter of Intent (Riella, 2002). Athletes expect to play, but there are no scholarship documents promising playing time or starting position. Despite scholarships and letters of intent, courts have not awarded contract damages to student-athletes based upon the breach of implied promises (Braziel, 1997).

#### **Athletic Scholarships**

According to the NCAA (2015), full grant-in-aid covers tuition, fees, room and board, books, and other expenses related to attendance at the institution up to the cost of attendance. Most student-athletes who receive grant-in-aid receive an amount covering a portion of these costs. There is a limit on the number of scholarships that may be offered. At NCAA Division I

institutions, each sport has a maximum number of scholarships, known as "grants-in-aid," it is allowed to provide to student-athletes (each institution must at least give out half of the scholarships allowed). Regarding financial aid at the Division I level, the NCAA divides sports into "head-count" sports and "equivalency" sports.

In head-count sports, student-athletes receiving grants-in-aid are counted against the maximum if they receive any aid, regardless if it is full or partial (Wong, Deubert, Hayek, 2015). In head count sports, no more than the designated number of individuals (head counts) may receive aid (Yiamouyiannis, 2013). For example, women's gymnastics has 12 "scholarships" as such institutions can only provide athletics related financial aid to 12 student-athletes (Yiamouyiannis, 2013). In equivalency sports, the school may divide up a single scholarship among multiple athletes. Examples of Division I equivalency sports are field hockey (12), golf (six), lacrosse 12), rowing (20), soccer (14), softball (12), track and field/cross country (18), and swimming/diving (14) (Yiamouyiannis, 2013). Student-athletes can also benefit from academic scholarships at their institutions, as well as NCAA financial aid programs (such as the NCAA Division I Student-Athlete Opportunity Fund) and need-based aid such as Federal Pell Grants (NCAA, 2015).

Athletic scholarship awards require student-athletes to perform services for the university, a requirement that distinguishes them from other students and places, this population in a unique and increasingly significant relationship with the university (Nestel, 1992). An individual school awards athletic scholarships, not the NCAA. If a school plans to reduce or not renew a student-athlete's aid, the school must notify the student-athlete in writing by July 1 and provide that student the opportunity to appeal. In most cases, coaches decide who receives a

scholarship, the scholarship amount and whether it will be renewed (NCAA, 2015). On the other hand, if the school offers a music scholarship, it does not come with the same requirements.

#### **History of Athletic Scholarships**

In 1951, the Chicago Tribune had a headline saying the "NCAA is dead." The gambling scandals, academic fraud, the misuse of eligibility, mishandling of scholarship money, and the problems with amateurism were truly taking a toll on the NCAA. In its effort to cling to the principle of amateurism, the defunct Sanity Code had proscribed the awarding of financial aid based on athletic ability (Crowley, 2006). The Sanity Code was an attempt to ban a full scholarship. A student-athlete could receive a tuition and fees scholarship, but not room and board (Muenzen, 2003). Economic need and academic talent were the only acceptable reasons for assistance covering tuition and fees (Crowley, 2006). The Sanity Code marked a true effort by the NCAA to establish some specific parameters on the allowable amount of financial aid that could be given to intercollegiate athletes. Essentially, if an athlete was either in the top 25% of his high school class or maintained a B average in college, the participant was eligible to receive tuition and fees (Byers & Hammer, 1995).

Colleges and universities in the southern regions of the United States believed the Sanity Code created an unfair advantage for the Big Ten Conference and the Ivy League—established conferences that had the finances to offer prospective athletes such as a financial package. Consequentially, talented athletes from the south headed to schools in the north that could entice them with a hardy financial aid package and a guarantee of admission into their university. The South wanted to use the grant-in-aid concept—a concept that would rely less on the academic merits of the prospective athlete (Byers & Hammer, 1995). In 1951, the section of the NCAA constitution that had the Sanity Code was dropped altogether. In 1952, the principles governing

financial aid that reappeared in Article III, Section 4 of the NCAA manual, gave individual institutions freedom to set their own financial aid policies for athletes, the only requirement being that such aid could only be administrated by each athlete's institution (Sack & Staurowsky, 1998).

Over the next five years, with Walter Byers as the NCAA's new executive director, rules governing financial aid to athletes were tightened considerably. The 1956 legislation extended the amount of allowable financial aid to cover commonly accepted educational expenses, and it eliminated need as a requirement (Sack & Staurowsky, 1998). Before this time, scholarships were more like gifts to talented athletes. In 1957 and "Official Interpretation" specifically defined educational expenses to include tuition and fees, room and board, books, and \$15 per month for laundry (Sack & Staurowsky, 1998). The financial aid could not be taken away because of injury or if the athlete no longer wanted to be on the team. The award was also for four years, and could not be reduced or canceled based on the athlete's impact of the success of the team. To qualify for this award, a student had to be a potential athlete, maintain a 2.2 grade average while carrying 12 units of college courses, and be recommended by the coach to the scholarship committee (Sack & Staurowsky, 1998).

#### The Revision of the Athletic Scholarship

Byers knew that if athletes were legally designated as employees, the university would be responsible for covering the prohibitively expensive cost of workers' compensation. He foresaw the extended commercialization efforts of intercollegiate athletics and knew that classifying college athletes as employees could crumble the financial structure of the NCAA itself (Bass et al 2015). In December 1964, Marcus Plant, an expert in law and on the NCAA council prepared a memorandum that would help with any future problems with workers 'compensation among

athletes (Sack & Staurowsky 1998). The December memorandum urged NCAA institutions to have their attorneys review the wording of their grants-in-aid policies in light of state workers' compensation statues, and it provided specific recommendations as to what revisions should be made so that language would not suggest an employment relationship. The key to the NCAA's workers' compensation strategy was to avoid the impression that athletes had to participate in sports in order to retain their athletic scholarships (Sack & Staurowsky 1998). The coaches had to refer to the NCAA constitution stating that athletic scholarships were not compensation for participation and did not constitute payment. Everett Barnes was the secretary-treasurer of the NCAA, as well as the athletic director of Colgate. He had a brilliant idea how to eliminate the workers' compensation plan. However, it would take control out of the coach's hands from withdrawing or awarding financial aid. In the end, the NCAA chose to prop up the myth of amateurism rather than pass legislation to restore the real thing (Sack & Staurowsky 1998). At the 1967 NCAA convention, a proposal was made to make this one-year limitation the athletic policy at all NCAA institutions. Although the 1967 effort to eliminate four-year grants fell short of the two-thirds majority needed for passage, the momentum for the change was growing rapidly (Sack & Staurowsky 1998). At the 1973 NCAA convention, the one-year limit on athletic grants was approved in less than 90 seconds by a show of hands. The NCAA had rewritten financial aid policy to fit the needs of rapidly expanding college sport industry. Four-year scholarships were dropped in favor of one-year awards; thus, giving coaches the power to remove athletes who had been "recruiting mistakes" (Sack & Staurowsky 1998).

# **Athletic Scholarships Today**

Currently, there are still problems and unanswered questions when addressing the athletic scholarships. While this full athletics grant-in-aid often referred to as a "free ride," may be

significant, and recent NCAA legislation will now allow for multi-year athletic scholarships, the cost of tuition is often less than the revenues generated by high-profile athletes (Rheenan, 2012). Some feel that athletic scholarships are more than enough compensation for the services that athletes provide, while others view athletic scholarships as contracts and athletes as employees. As of August 1, 2015, the NCAA's annual convention revamped the athletic scholarships for Atlantic Coast, Big 12, Big Ten, Pacific 12, and Southeastern conferences. The vote, taken during the NCAA's annual convention, redefines an athletic scholarship so that it cannot only cover the traditional tuition, room, board, books and fees, but also the incidental costs of attending college. Thus, scholarship will now be able to pay for items including transportation and miscellaneous personal expenses. Conservatively this means Division I men's and women's athletes collectively stand to gain at least \$50 million a year in additional benefits (Berkowitz, 2015). The decision was based on years of concern about how to fund the changes. Schools and athlete representatives also voted to: "Allow athletes to borrow against future earnings to purchase so-called loss-of-value insurance – policies that can help athletes who might suffer an injury while playing college sports, resulting in the inability to play professionally (Berkowitz, 2015). Resolutions are also underway that might regulate time demands on athletes, agent interaction, and career-related insurance (Berkowitz, 2015)."

#### **Chapter III: Methodology**

#### **Qualitative Research**

To best answer the research question, qualitative methodology was utilized. During this qualitative methodology, interviews were conducted. Interviews are generally used in conducting qualitative research, in which the researcher is interested in collecting "facts," or gaining insights into or understanding opinions, attitudes, experiences, processes, behaviours, or predictions (Rowley, 2012). Rossman and Rallis (1998) have said, "There are a few truths that constitute universal knowledge; rather, there are multiple perspectives about the world" (p. 29). By exploring the perceptions of male student-athletes who have signed the National Letter of Intent, it is possible to obtain "multiple perspectives" that further our understanding of the contract and the recruiting process. Each participant has certain experiences based on several factors at a particular institution. This study is designed to gain an understanding whether student-athletes get what they perceived was promised when signing the national letter of intent. Merriam (1998) noted that qualitative research offers "the greatest promise of making significant contributions to the knowledge base and practice of education," because it is "focused on discovery, insight, and understanding from the perspectives of those being studies" (p. 1).

# **Semi-Structured Interviews**

Semi-structured interviews were the primary investigative method used in this study. Semi-structured interviews take on a variety of different forms, with varying numbers of questions, and varying degrees of adaptation of questions and question order to accommodate the interviewee (Rowling, 2012). Seidman (1998) believes semi-structured interviews guide the conversation, but allow for participants to provide information that is important to them but not

necessarily reflected in the interview questions, "we can come to understand the details of people's experience from their point of view" (pg. 112). Seidman (1998) then noted, "We can see how individual experience interacts with powerful social and organizational forces that pervade the context in which they live and work, and we can discover the interconnections among people who live and work in a shared context" (p. 112). The study will better understand the participants' point of view and will allow their voices to be heard.

## **Participants**

For this study, eight former NCAA Division I FBS student-athletes were interviewed. Interviews were conducted until the point of saturation. In Division I football at the FBS level, African-Americans accounted for 51.6% of football student-athletes while whites made up 43.3% (Lapchick, Agusta, Kinkopf, & McPhee, 2013). Therefore, six former African American student-athletes and two former White American student-athletes were interviewed. Participants were able to recall their athletic experience, academics, and the overall experience at their institution. The participants of this study are no longer part of the college institution.

Snowball sampling method was utilized to identify participants. By definition, snowball sampling, is created through a series of referrals that are made within a circle of people who know one another (Berg, 2006). Snowball sampling, unlike other network methods, permit loops in which a person named in a later wave in turn names someone from an earlier wave (Berg, 2006). Two participants who were former Division I football student-athletes were identified for this study and were asked to refer others who might be interested in participants. Each participant signed an informed consent statement. The first two participants were selected because the researcher knew the former athletes before conducting the study.

# Procedure

Interviews were conducted by telephone. Although used less often than face-to-face interviews in qualitative research (Opdenakker, 2006; Sweet, 2002), telephone interviews may nevertheless be a "versatile" data collection tool (Carr & Worth, 2001, p. 521). Respondents have been described as relaxed on the telephone, and willing to talk freely and to disclose intimate information. Qualitative telephone data have been judged to be rich, vivid, detailed, and of high quality (Chapple, 1999; Kavanaugh & Ayres, 1998; Sturges & Hanrahan, 2004; Sweet, 2002). When compared to in-person interviews, the advantages of using the telephone include decreased cost (Chapple, 1999), increased access to geographically disparate subjects (Sturges & Hanrahan, 2004; Sweet, 2002; Tausig & Freeman, 1988), decreased space requirements (Sweet, 2002), increased interviewer safety (Carr & Worth, 2001; Sturges & Hanrahan, 2004), and the ability to take notes unobtrusively (Carr & Worth; Smith, 2005; Sturges & Hanrahan, 2004; Tausig & Freeman, 1988). Telephones allow participants to remain on "their own turf" (McCoyd & Kerson, 2006, p. 399), permit more anonymity (Sweet, 2002; Tausig & Freeman, 1998) and privacy (Sturges & Hanrahan, 2004), decrease social pressure, and increase rapport (McCoyd & Kerson, 2006).

The interviews were recorded and transcribed for meaning. Interview transcripts were examined using open coding to identify the themes that appeared within the data (Creswell, 2007). Open coding allows the researcher to first place the information into categories, and then gradually reduce the categories into major themes (Creswell, 2007). In order to validate the themes that emerged in the data, previously coded interviews were constantly reviewed. The use

of open coding assists the researcher in identifying themes that might not have been expected (Merriam, 2009).

#### Trustworthiness

Several strategies were utilized to assist in the trustworthiness of this study.

**Bracketing interview.** Before questions were finalized, bracketing interviews were conducted by an experienced qualitative researcher. The researcher answered her own research questions, which helped her to fully understand the intentions of the study (Merriam, 2009). Furthermore, it helped uncover any bias. As a former student-athlete who has signed an NLI and financial agreement and a current graduate assistant in an athletic department, the bracketing interview helped the researcher to understand that she did not have the same experience as the participants.

**Pilot study.** A pilot interview was conducted. This ensured the questions were easy to understand and questions that did not meet the objectives of this study were rewritten or dropped. Furthermore, it allowed a practice of the interview. The pilot study was done with a former football student-athlete.

**Member Checking.** Member checking is primarily used in qualitative inquiry methodology and is defined as a quality control process by which a researcher seeks to improve the accuracy, credibility and validity of what was recorded during a research interview (Lincoln & Guba, 1985). The information was restated and summarized and then each participant was questioned to determine accuracy. The participants either agreed or disagreed that the summaries reflected their views, feelings, and experiences. The accuracy and completeness were affirmed, so the study is said to have credibility (Lincoln & Guba, 1985). **Research Group.** A research group was utilized to assist in confirming the common themes. Each member was sent the interviews electronically and were coded individually for meaning. Once done, the group met to discuss the transcripts and confirm common themes.

#### **Chapter IV: Results**

The purpose of this study was to examine the experiences of former Division I football student-athletes perceptions of the recruiting process, the National Letter of Intent (NLI) and the Financial Agreement?

Eight interviews took place the second week of March 2016 during the spring semester. Interviews were conducted via the telephone. The length of the interviews ranged from 17 minutes, 55 seconds to 43 minutes, 37 seconds. The average interview was 26 minutes. Prior to the beginning of each interview, the former student-athlete was e-mailed the informed consent form and he e-mailed the statement back to the researcher. To begin each interview, the interviewer verbally explained the purpose of the study, and informed the participants they could discontinue anytime without penalty. Furthermore, each participant allowed the research to digitally record the conversation.

# **Demographics**

The average age of the participants was 27 years old. The student-athletes were asked to self-identify their race or ethnicity: three student-athletes self-identified as African American, two student-athletes self-identified as Caucasian, and three student-athletes self-identified as Black American. Five student-athletes reported that they were from urban cities, while three student-athletes reported that they grew up in rural towns. All participants were from the states in the south. Six of the student-athletes stated that they were starters on the football team when they played at their university. All of the participants was on a full scholarship and graduated from their university. When asked about their major choice, three student-athlete reported they were

business majors, two of them majored in secondary education, while the other student-athletes were recreation and sport management, nutrition, and sociology.

#### Themes

There were two research questions that were used in this study to find results. Research Questions 1 asked: "What perception do former NCAA Division I athletes have of the recruiting process?" Two major themes appeared throughout the data analysis for the first research question. The first major theme that appeared was *feeling like a celebrity*, which refers to the experience all the participants were accustomed to when playing for their University or getting recruited. The second them that appeared consistently throughout the data was *feeling overwhelmed*, which refers to the emotion some of the participants felt during the recruiting process.

Research question 2 asked "What is the perception of the contracts, specifically, the National Letter of Intent (NLI) and the Financial Agreement?" *Lack of knowledge, was* one of the themes that appeared throughout the data. It refers to the participant's experiences of not reading the National Letter of Intent or financial agreement. The final theme that appeared in the data was *trusting coaches*, in which many of the participants described instances where they trusted the coaches and what they said during recruitment. Participant interviews provided an indepth, descriptive narrative of their recruiting experience and perception of the NLI and financial agreement.

# Feeling like a celebrity

The student-athletes revealed they felt like celebrities for various reasons. Mason explained that during his recruiting process: "You know you have a lot of different colleges

coming to your high school which is always cool. It is fun when coaches come see you practice, and talk to you after practice, and your friends get to see that and that was always fun. During his official visit to a university he said "They treat you well, they take you to dinner, you get to meet the coaches, players, get to put on the uniform, and just catering to you." He also stated on the day of signing day, "You have the news station there at your high school, and your friends are there. It was like they shut the school down for me. It was just so I can sign that letter for signing day."

All of participants felt like a celebrity at their university during their playing years. Harrison reminisced on his time on his university saying "I was a college football player, playing at a Division I university. People loved us and knew who we were." Mason stated "If you are on the football team and you make plays, people know you. You can be in class, or at a party, or just walking around campus. People may recognize you and come say hello. It was a lot of fun. Being a student-athlete has its luxuries for sure. But it was definitely a pleasure to be a studentathlete. It was fun being recognized around campus." George said "You got to go to frat and sorority house. Everyone respected you. You got into parties." Mason expressed when he played for his university "It was awesome. You get to meet a lot of people and get to play in front of thousands of fans."

Seth, expressed "It allowed me to go places and travel to places I would have never been if I wasn't playing football." Harrison something similar about traveling "You got to see the country, and the world. You get to travel a little bit. I went to Hawaii while I was in college. We played a bowl game over there. You get to see some things man." George said he went to places he would not go if it was not for football. It was apparent that celebrity status had a significant impact on the experiences of these eight student-athletes.

# **Feeling Overwhelmed**

During the high school recruiting process, a lot of the participants expressed the process was overwhelming. George said "It was cool but weird because all of a sudden you are getting phone calls every day and letters. It was a fun process but kind of stressful if you don't know where you are going." Mason said "It is kind of weird because you are in high school as a high school athlete that you have to call and initiate the conversation." Robert said "I hated every bit of it. People were afraid to take a gamble on me and my athletic ability because I didn't necessarily fit the mold of that position. So I dealt with a lot of school that would be telling me to come on a visit. Then the week of, they would say no and they decided to go with another athlete and we are sorry but good luck type of stuff." Seth's experience was a little different because his dad was an All-American, "He told me every secret about recruiting." Seth said "I had to make my own film, mail them out, and contact coaches. It wasn't a lot my coach could do or did not do that raised my platform. It is kind of one of those deals that you are unsure of how your journey is going to go."

Pearson liked the attention of the recruiting process, and thought it was pretty cool. He said "I think it gets overwhelming when you think you are ready to make a decision. Because the next thought that enters your mind after you get ready to make your decision is all the schools you have to say no to." He expressed that it was tough for him to do as an 18 year old kid. Pearson even shared that he had a couple of grown men hang up on him. "You are a 50 year old man making \$500,000 and you shouldn't be hanging up on an 18 year old kid because he decided to go to a different school." Pearson loves football, but believes the recruiting process is not right. "It is just a bunch of grown professional men lying to children and their families for their own benefit.

Some of the participants even expressed they felt overwhelmed during their time at the university. Three of the participants stressed to me that they felt more like athletes than students. George felt as though they were athletes first, "but at the same time, we did have study hall. If I had to put it in order, it was athlete first then student second." Robert expressed that "playing football on a college level is more of a full-time job." When asked did he feel like he was at the university to play football or to be a student, Robert says "You were there to play football and I say that because if you don't produce in your specified sport then your scholarship will not be renewed." He wished he would have known that football was performance based and felt it was unfair. "If you didn't produce, they had a right to terminate you. When you are a kid, you don't think you can be fired from going to school." Pearson explains of the instances where he did not think of himself as a student first. "What became evident to me and my teammates is when it would be a time conflict for class and practice. It was highly frowned upon by the coaches when kids would leave practice and go to a night class and it would be the only time the class is offered and had to do it for their major. Another time was during the "dead period", or the times before finals they referred to those as optional workout days. But if you aren't in the weight room every day during those two weeks, it was highly frowned upon."

# Lack of Knowledge

All of the participants who were interviewed expressed they did not read the National Letter of Intent (NLI) or the financial agreement. When asked did he read the NLI and the financial agreement, Harrison said "Hell no. I signed it!" After asking why, Harrison expressed to me "Because for me, it wasn't even about reading it. Reading it or not reading it, I was going to sign it. You have to understand growing up, like most young black males grow up. They go to

college sports coming from poverty stricken homes and it's nothing else for us to do. It's either sign that and deal with everything else that come with it or don't sign it and do nothing."

For Desmond, he felt as though it was not a focal point. He stated "I wasn't thinking about that. All I knew was I was going to get to play football at a SEC program, school was paid for, and the room and board was paid for, and they said it was full scholarship and everything would be taken care of." Mason responded that he definitely did not read neither the NLI nor the financial agreement. Mason explained, "I was just a 17 year-old high school kid. All I knew was to sign the papers as fast as I could, and get it back to the coaches." When asked about reading the NLI and financial agreement, Fred said he read a few sentences. "I talked with the coaching staff, and I already understood what I was getting. I looked at everything in bold, but didn't read it word for word." Seth said something similar, "I didn't read it line for line. I will admit that. I remembered when I signed they sent me over all the documents. My parents were there, my coaches were there. We went through it all but as far as actually reading it line for line, I can't say with 100% percent certainty."

Pearson emphasized that the coaches told him it was four to five pages long and said everything was covered. "Honestly, I didn't even read it. They said you can read it if you want or you can just sign it. Being the dumb kid that I was, I just signed it and gave it back to them and went about my way." George was just happy that he was offered a scholarship. He said "You just signed the piece of paper." Robert also did not read the NLI or financial agreement. He stated "I didn't know anything about it. All I knew was they said you need to sign this letter and fax it back." Each participant trusted the coaches so much that none of them read the National Letter of Intent and the financial agreement.

# **Trusting coaches**

All the participants spoke about trusting the coaching staff during the recruitment process. The National Letter of Intent and financial aid agreement is only for one year, but the coaches told Pearson do not worry about it because it will be for all 4-5 years depending if he red-shirted or not. Pearson trusted one of the offensive linemen coaches enough to sign with the university, but was disappointed because he did not enjoy the actual university and felt as though the classes were not interesting or did not have high quality. Harrison explained "I know there are some coaches that don't care about their athletes, but I was around some genuine people. They treated me like I was their son." George said "it was a scholarship and I was happy. You understand from the coaches that everything is getting paid for, so you just take their word for it." Fred also said he believed what the coaches were telling him and believed in the coaching staff. "I just received full understanding from the coaching staff and took their word." He also emphasized that he had a great time at his official visit and met some really genuine people.

Most of the athletes were not offered any promises that were unfulfilled. The participants were offered the scholarship and amenities as promised as a recruit. Desmond explains "For the most part, while I was in school and I was on a full scholarship, I didn't have many worries. I felt like the university held up their end of the stick because I did get my education. I got my checks every month." Seth explains: "They did promise me that I would have all the resources that I needed to be successful in the classroom, which turned out to be true. They said they would provide me a platform where I come play competitively and to continue my collegiate aspirations on the field, which was true. Every kids dream is to have the option to play at the next level, they promised me that I would have equal opportunity and as much of their resources to help prepare me for that. They definitely stayed true to that, because a lot of my coaches came from the NFL

or had connections with the NFL. So they were very knowledgeable about the game and pointed me in the right direction, so I could be successful on and off the field. Also, to have the opportunity to play at the next level. They did promise those things, and they held true to all those promises."

However, there was one participant who was promised two things during the recruiting process that were not fulfilled. Robert explains "I was told that the stadium that is now built at my university would have been built by my sophomore or junior season. I was told the on campus facility that is now there opened the week after my last game at my university but was supposed to be built while I was there. That didn't happen. That was a part of my recruiting. They said that was going to happen. It happened, it just didn't happen while I was there." Each participant trusted their coach enough to sign to the university and play on the football team. Some may believe that the participants and many other players received the same opportunities but sometimes that is not the case. Robert says "When you are a kid, you don't think you can be fired from going to school."

### Conclusion

Overall, it appeared that the student-athletes enjoyed playing the game of football, and football was a positive influence on the lives of the participants. Each participant expressed to the researcher about their experiences during the recruiting process. It was because of football that many student-athletes received a degree. The data also revealed that these students did not read the National Letter of Intent or the financial agreement. Lastly, all the student-athletes trusted their coaches well enough to sign the NLI and financial agreement. Although the circumstances varied, nearly every participant shared with me an instance from their experience regarding each of the themes. Furthermore, the majority of the situations as described by the participants were related to athletics and not necessary academia.

#### **Chapter V: Results and Conclusion**

Amongst the football student-athlete participants in this study, there were differences in their perceptions of the recruiting process and the signing of the National Letter of Intent (NLI) and the Financial Agreement? The first research questions was: What perception do former NCAA Division I athletes have of the recruiting process?" Throughout the data, the themes of feeling like a celebrity and feeling overwhelmed appeared in the interviews.

It should be noted that six of the participants that were interviewed identified the recruiting experience as overwhelming; only two felt like the experience was enjoyable. However, in the literature it states that the original NLI "was designed with the same goals in mind as today's program, to preserve amateurism and reduce the pressure the recruiting process put on perspective student-athletes." A couple of the student-athletes that were interviewed said it was performance based on the field more so than in the classroom. In the literature, it states if an athlete in a high profile sport does not perform as well as expected athletically or is permanently injured, his coach can choose not to renew the scholarship without consideration for the athlete's academic performance of future (Huma & Staurowsky, 2013).

The participants also revealed they were treated like celebrities during their official visits and on signing day, as well as during their playing career at their university. Several participants described how they were thrown parties on signing day with media coverage, and received a special welcome during their official visits. The literature has shown that intercollegiate athletics functions as a multi-billion dollar industry bolstered in part by billion-dollar television broadcasting rights contracts (O'Toole, 2012) and exclusive million-dollar corporate sponsorships with apparel companies (Giroux, 2007). Interesting enough, the athletes received

free gear, television exposure, played in front of millions of fans, free admission into college parties, among other things.

Research question 2 asked "What is the perception of the contracts, specifically, the National Letter of Intent (NLI) and the Financial Agreement?" Lack of knowledge and trusting of coaches was a major theme that appeared throughout the data. The student-athletes that were interviewed all had different opinions about what the NLI was. The NLI is not a scholarship offer, but rather a written offer of athletics related financial aid that includes list of terms and conditions, as well as the amount and extent of the award (Myers, 2004). However, they did know that the institution agrees to provide athletics financial aid for one academic year (NationalLetter, 2015). All the participants did not read either the National Letter of Intent or financial agreement.

Many of the student-athletes described the trust they had in the coach, as well as the coaching staff when signing the NLI and financial agreement to attend their institution. They trusted when the coach said "full grant-in-aid covers tuition, fees, room and board, books, and other expenses up to the cost of attendance (NCAA, 2015). However, there were examples that were given when coaches promised there would be a new stadium or facilities built, but were built years after the student-athletes left. There were also instances where some of the participants trusted their coach and received everything they were promised. Furthermore, two participants described how they were promised the resources they needed to be successful, a platform to play competitively and continue their aspirations on the field, and pointed them in the right direction to be successful on and off the field. They were promised those things, and the coaches held true to those promises.

Overall, it appeared that many of the findings were inconsistent with the literature. As of now, there is not a lot of research or literature over recruiting. Initially the researcher thought false promises would be found throughout the data, but that was not true. Each participant received what was promised to them except one participant and one may assume that a coach cannot control when buildings will built or created.

### Limitations

As with any study, limitations do exist. There was not a balance of race and geomarket. All of the participants were from areas in the United States where football is the primary sport and is engrained in the culture of the state. The majority of the student-athletes' interviews were more than five years removed from their high school signing day so it was not fresh in their minds. As a former student-athlete and although a bracketing interview was done to try to eliminate bias, the fact that the researcher witnessed and experienced these things and may have influenced the coding. Furthermore, some of the participants are coaching so they see it both from a former student and coaching perspective. Lastly, the research is a young African-American female who interviewed male participants. The findings of this study should not be generalized; the goal of the study was not to generalize, but rather to learn about the experiences of the eight participants.

# **Practical Recommendations**

Based on the findings in this study, there are several positive steps that can be taken to better serve student-athletes with understanding the contracts that are signing and the recruiting process, as well as guidance counselors, coaches and parents. Most of the participants experienced overwhelming throughout the recruiting process. By educating the prospective

student-athletes on maneuvering through the recruiting process and asking the right questions to coaches, it could alleviate the sense of overwhelming by weeding out the certain schools that does not fit the needs of the athlete.

### **Recommendations for parents**

Parents should ask more questions regarding the National Letter of Intent and the financial agreement. Some parents are unaware that athletic scholarships are only for one year and renewable every year only if the child performs well on and off the field. Parents should learn more about the institution and the coach, especially if they are looking for their child to spend the next 4-5 years at that university/college. Parents should also how long the coach's contract is because a coaching change may put their child's scholarship in jeopardy.

### **Recommendations for guidance counselors**

There should be a seminar or workshop in place to help the high school student-athletes and parents understand what the NLI and financial agreement. All of the student-athletes did not even read the documents. They all just trusted what the coach told them what they would receive.

### **Recommendations for coaches**

The coach's truth should be good enough. There should be no lies of new facilities, apartment complexes, and stadiums in the next few years if you know that it will not happen. Coaches should explain the National Letter Intent and financial agreement thoroughly. The coach should also let the student-athlete and their parents know when their contract is up to ease any confusion. Each coach should tell each athlete that they are signing their naming rights over to the institution and athletic department, instead of signing the NLI and financial agreement and finding out from compliance once on campus.

### **Recommendations for prospective student-athletes**

Each high school athlete should become familiar with the rules and regulations of the NCAA, recruiting process, and the university/college they are looking to attend during 8<sup>th</sup> and 9<sup>th</sup> grade. Perspective student-athletes should not just trust their coach and they need to read and ask questions. There are no stupid questions, so ask as many questions you can when talking to a coach.

### **Future Research**

In reality, there are no studies that have conducted on looking at the perception of the National Letter of Intent or the Financial Agreement from the student-athletes view. This study will serve as a building block for future research. Results from this study have shown there are major gaps in the literature regarding the experiences of student-athletes, as well as their perception of the NLI and financial agreement. Future researchers should examine female student-athletes as well as student-athletes from different sports to learn about their experience and perception. Future studies should not be limited to interviewing participants from schools in the south, but other institutions in the north as well. Also, researchers should focus more on the academic side rather than athletically.

#### References

- About the National Letter of Intent (NLI). Retrieved from http://www.nationalletter.org/aboutTheNli/index.html
- Bass, J. R., Schaeperkoetter, C. C. and Bunds, K. S. (2015), The "Front Porch": Examining the Increasing Interconnection of University and Athletic Department Funding. ASHE High. Edu. Rept., 41: 1–103.
- Bryan Fortay v. University of Miami (1994)

Berg, S. 2006. Snowball Sampling—I. Encyclopedia of Statistical Sciences. 12.

Berkowitz, S. (2015, January 17). NCAA increases value of scholarships in historic vote. USA TODAY. Retrieved November 1, 2015, from http://www.usatoday.com/story/sports/college/2015/01/17/ncaa-convention-cost-of-attendance-student-athletes-scholarships/21921073/

- Braziel, M. (1997). United We Stand: Organizing Student-Athletes for Educational Reform. *Sports Lawyers Journal* 4, 81-114.
- Byers, W., & Hammer, C. (1995). *Unsportsmanlike conduct: Exploiting college athletes*. Ann Arbor: The University of Michigan Press.
- Carr EC, Worth A. The use of the telephone interview for research. NT Research. 2001;6:511–524.
- Chapple A. Nurse Researcher. Vol. 6. 1999. The use of telephone interviewing for qualitative research; pp. 85–93. Retrieved from Journals @ OVID.
- Cozzillio, Michael J.. "The Athletic Scholarship and the College National Letter of Intent: A Contract By Any Other Name" *Wayne Law Review* Vol. 35 (1989).
- Creswell, J. W. (2007). *Qualitative inquiry & research design: Choosing among five approaches* (2nd ed.). Thousand Oaks, CA: Sage.
- Crowley, J. N. (2006). *In the arena: The NCAA's first century*. Indianapolis, Ind: National Collegiate Athletic Association.
- Ganim, S. (2014, January 8). Some college athletes play like adults, read like 5th-graders. *CNN*. Retrieved November 7, 2015, from http://www.cnn.com/2014/01/07/us/ncaa-athletes-reading-scores/
- Giroux, H. A. (2007). *The university in chains: Confronting the military-industrial-academic complex*. Boulder, CO: Paradigm Publishers.
- Huma, R., & Staurowsky, E. J. (2013). The Price of Poverty in Big Time College Sport. *Http://www.ncpanow.org/*. Retrieved January 8, 2016, from http://www.ncpanow.org/research/body/The-Price-of-Poverty-in-Big-Time-College-Sport.pdf

- Kavanaugh K, Ayres L. "Not as bad as it could have been": Assessing and mitigating harm during research interviews on sensitive topics. Research in Nursing & Health. 1998;21:91–97.
- Kevin Ross v. Creighton University, 957 F.2d 410 (1992)
- Klenosky, D. B., Templin, T. J., & Troutman, J. A., (2001). Recruiting student-athletes: A means-end investigation of school-choice decision making. Journal of Sport Management. 15, 95-106.
- Knobler, M. (2008, December 28). AJC investigation: Many athletes lag far behind on SAT scores. Atlanta Journal Constitution. Retrieved August 22, 2011 http://www.ajc.com/sports/content/sports/stories//2008/12/28/acadmain\_1228\_3DOT.htm l?cxntlid=homepage\_tab\_newstab
- Lapchick, R., Agusta, R., Kinkopf, N., & McPhee, F. (2013, July 10). The 2012 Racial and Gender Report Card: College Sport. Retrieved October 10, 2015, from https://www.ncaa.org/sites/default/files/Final+2012+College+RGRC.pdf
- Lederman, D. (2008, December 29). The admissions gap for big-time college athletes. Inside Higher Education. Retrieved August 22, 2011, http://www.insidehighered.com/news/2008/12/29/admit
- Lincoln, Y., & Guba, E. (1985) Naturalistic inquiry. Newbury Park, CA: Sage Publications.
- McCormick, A.C., & McCormick, R. A. (2008, May-June). The emperor's new clothes: Lifting the veil of amateurism. *San Diego Law Review* 45, 495.
- McCormick, R. A., & McCormick, A. C. (2010, Summer). A trail of tears: The exploitation of college athletes. Florida Coastal Law Review 639-660.
- McCoyd JL, Kerson TS. Conducting intensive interviews using email: A serendipitous comparative opportunity. Qualitative Social Work. 2006;5:389–406.
- Measure Text Readability. Retrieved from https://readability-score.com/
- Merriam, S. B. (1998). *Qualitative research and case study applications in education* (2nd ed.).
- Merriam, S.B. (2009). *Qualitative research: A guide to design and implementation*. San Francisco, CA: Jossey-Bass.
- Meyer, Stacey. (2004). Unequal Bargaining Power: Making the National Letter of Intent More Equitable, 15 Marq. Sports L. Rev. 227.
- Muenzen, Kristen. Weakening Its Own Defense? The NCAA's Version of Amateurism, 13 Marq. Sports L. Rev. 257 (2003) http://scholarship.law.marquette.edu/sportslaw/vol13/iss2/6
- NCAA.com. Retrieved from http://www.ncaa.com/news/ncaa/2011-02-02/history-national-letterintent

- National Collegiate Athletic Association (NCAA). (2014f). 2014–2015 NCAA Division 1 manual. Indianapolis, IN: Author.
- National Collegiate Athletic Association (NCAA). 2015–2016 NCAA Division 1 manual. Indianapolis, IN: Author.
- Nestel, D.. Athletic Scholarships: An Imbalance of Power between the University and the Student-Athlete. *Ohio State Law Journal* 53(5), 1401-1420.
- Opdenakker R. Advantages and disadvantages of four interview techniques in qualitative research [Electronic Journal] Forum: Qualitative Social Research. 2006;7:Article 11. Retrieved February 28, 2016 from http://www.qualitative-research.net/fqs-texte/4-06/06-4-11-e.htm.
- O'Toole, T. (2010, April 22). NCAA reaches 14-year deal with CBS/Turner for men's basketball tournament, which expands to 68 teams for now. USA Today. Retrieved from http://content.usatoday.com/communities/campusrivalry/post/2010/04/ncaa-reaches-14-year-deal-with-cbsturner/1
- Pierce, D., Kaburakis, A., & Fielding, L. (2010). The new amateurs: The National Collegiate Athletic Association's application of amateurism in a global sports arena. International Journal of Sport Management 11 (2), 304-327.
- Riella, Michael J. Leveling the Playing Field: Applying the Doctrines of Unconscionability and Condition Precedent to Effectuate Student-Athlete Intent Under the National Letter of Intent, 43 Wm. & Mary L. Rev. 2181 (2002), http://scholarship.law.wm.edu/wmlr/vol43/iss5/8
- Rheenen, D. (2012). Exploitation in the American Academy: College Athletes and Selfperceptions of Value. *The International Journal of Sport and Society*, 2(4), 11-26.
- Rossman, R. B., & Ralllis, S. F. (1998). *Learning in the field: An introduction to qualitative research*. Thousand Oaks, CA: Sage.
- Rowley, Jennifer. (2012) "Conducting research interviews", Management Research Review, Vol. 35 Iss: 3/4, pp.260 271.
- Ryan, F.J. (1989). Participation in intercollegiate athletics: Affective outcomes. Journal of College Student Development, 30, 122- 128
- Sack, A. L., & Staurowsky, E. J. (1998). College athletes for hire: The evolution and legacy of the NCAA's amateur myth. Westport, CT: Praeger.
- Schneider, R., & Messenger, S. (2012). The impact of Athletic Facilities on the recruitment of potential student-athletes. College Student Journal, 46(4), 805-811.
- Seidman, I. (1998). Interviewing as qualitative research: A guide for researchers in education and the social sciences. New York: Teachers College Press.

- Severns, M. (2010, December 14). Fourth annual academic bowl series championship rankings, Higher Education Watch. Retrieved August 22, 2011 http://higheredwatch.newamerica.net/blogposts/2010/fourth\_annual\_academic\_bowl\_cha mpionship series rankings-41517
- Smith, R. A. (1988). *Sports and freedom: The rise of big-time college athletics*. New York: Oxford University Press.
- Staurowsky, E. J. (2004). Piercing the veil of amateurism: Commercialisation, corruption, and U. S. college sport. In T. Slack (Ed.), The commercialisation of sport. NY: Routledge.
- Sturges JE, Hanrahan KJ. Comparing telephone and face-to-face qualitative interviewing: A research note. Qualitative Research. 2004;4:107–118.
- Sweet L. Telephone interviewing: Is it compatible with interpretive phenomenological research? Contemporary Nurse. 2002;12:58–63.
- Tausig JE, Freeman EW. The next best thing to being there: Conducting the clinical research interview by telephone. American Journal of Orthopsychiatry. 1988;58:418–427.
- Terrell Jackson v. Drake University, 778 F.1490 (1992)
- Wiggins, D. K. (1995). Sport in America: From wicked amusement to national obsession. Champaign, IL: Human Kinetics.
- Weight, E. A., & Zullo, R. H. (2015). *Administration of intercollegiate athletics*. Champaign, IL: Human Kinetics.
- Wong, Glenn M.; Deubert, Christopher R.; and Hayek, Justin (2015) "NCAA Division I Athletic Directors: An Analysis of the Responsibilities, Qualifications and Characteristics," *Jeffrey S. Moorad Sports Law Journal*: Vol. 22: Iss. 1, Article 1.
- Yiamouyiannis, A. (2009), Gender equity, sport sponsorship, and participation. New Directions for Institutional Research, 2009: 43–52.

# **APPENDIX A**

# E-Mail to former FBS Football Student-Athletes

Dear Former Student-Athlete,

The University for Arkansas is interested in hearing about the former student-athletes experiences after signing the National Letter of Intent (NLI). This study aims to discover former Division I football student-athletes perception and overall understanding of the financial agreement and the NLI. The study is to understand former Division I football student-athletes perceptions of the recruiting process, specifically their experience, understanding, and overall knowledge of signing the National Letter of Intent (NLI).

This is a voluntary research study with interview(s) that may take between 30 and 60 minutes to complete. Each interview (with the permission of the participants) will be recorded using a digital voice recorder to ensure accuracy and will be transcribed verbatim. The information will be kept confidential to the extent allowed by law and University of Arkansas policy. In order to ensure confidentiality, the following steps will be taken: participants will be asked to provide pseudonyms during the interview to help protect their identity, the recordings will be deleted upon completion of transcription, the transcripts will be stored on a password protected computer, and themes from data as well as data analysis will also be kept on a password protected computer. You may choose to discontinue participation at any time without penalty.

Please feel free to forward this email to fellow former student-athletes who may be interested in learning more about this study. If you have additional questions about the study of interested in participating, please feel free to email Krystal Beachum via email kebeachu@uark.edu or phone Thanks for your time.

Best Wishes,

Krystal Beachum, MEd Graduate Assistant Office of Student-Athlete Success University of Arkansas

kebeachu@uark.edu

# **Semi-Structure Interview Protocol**

RQ1: What perception do former NCAA Division I football student-athletes have of the NLI and the financial agreement?

RQ2: Did former NCAA Division I student-athletes received what was promised to them in the NLI and the financial agreement?

# **Demographic Questions.**

How old are you? What race/ethnicity do you self identify with? Where are you from? Where did you play college football? What position did you play? Did you start? Were you on a full scholarship? Did you graduate? What did you earn your degree in? What is your current occupation?

**RQ1**: What perception do former NCAA Division I football student-athletes have of the NLI and the financial agreement?

- 1. When did you first begin playing football and who encouraged you to play?
- 2. Can you tell me about playing football at the college level?
- 3. Can you talk to me about the recruiting process?

4. What area few things you know now about the recruiting process that you wish you would have known in high school?

- 5. What did you like about playing football at the college level?
- 6. What did you like about school?
- 7. Can you tell me about the National Letter of Intent (scholarship papers)?
- 8. Can you tell me about the Financial Agreement?
- 9. Did you read the NLI and the Financial Agreement? Why or why not?

**RQ2**: Did former NCAA Division I student-athletes received what was promised to them in the NLI and the financial agreement?

- 1. Did college coaches make promises to you? If so, what were those promises?
- 2. Did you get the scholarship and amenities as promises as a recruit?
- 3. Why did you choose your University?
- 4. How was campus life as an athlete?
- 5. What did the NLI offer you as a student-athlete?
- 6. Do you feel like you received what the NLI offered?
- 7. What are some things you wish you knew before becoming a collegiate athlete?

Is there anything else you would like to discuss regarding your experience?

## INFORMED CONSENT STATEMENT Principal Investigator: Krystal Beachum Masters Student University of Arkansas

The Department of Health, Human Performance and Recreation of the University of Arkansas, support the practice of protection for human subjects participating in research. The following information is provided for you to decide whether you wish to participate in the present study. You should be aware that participation is completely voluntary and that even if you agree to participate, you are free to withdraw at any time without penalty.

We are conducting this study to better understand former Division I football student-athletes perception and overall understanding of the financial agreement and the NLI. This will entail your participation in a semi-structured interview. The interview is expected to take anywhere from 30-60 minutes depending on the extent of your disclosure. If you participate in this study, you will be one of the approximately 10 individuals participating.

The interviews include questions about personal experiences in regard to the NLI. Some questions may be sensitive to talk about. If you do not wish to answer a specific question, you may opt to skip to the next question. If at any time you do not wish to continue, you may choose to end the interview without penalty.

Participation may have potential to benefit you directly and we believe that the information obtained from this study will help us gain a better understanding of social issues, which many help higher educational institutions, collegiate athletic departments, coaching staffs, administrators, and all other professionals associated with intercollegiate athletics understand the student-athlete experience when signing the National Letter of Intent.

The information will be kept confidential to the extent allowed by law and University of Arkansas policy. In order to ensure confidentiality, the following steps will be taken: participants will be asked to provide pseudonyms during the interview to help protect their identity, the recordings will be deleted upon completion of transcription, the transcripts will be stored on a password protected computer, and themes from data as well as data analysis will also be kept on a password protected computer.

Your participation is solicited, although strictly voluntary. If you would like additional information concerning this study before or after it is complete, please feel free to contact us by phone or email. At the conclusion of this study, you will have to the right to request feedback about the results. You may contact us by email or phone.

If you have any questions or concerns about rights as a research participant, you may contact: **The University of Arkansas Research Compliance:** Phone: 479-575-2208 Email: <u>irb@uark.edu</u> Mail: Ro Windwalker, CIP Institutional Review Board Coordinator—Research Compliance University of Arkansas 109 MLKG Building Fayetteville, AR 72701-1201 Initials

# **Informed Consent**

If you have any other questions about the research, please contact the primary researcher.

Krystal Beachum, MEd, Principal Researcher Department of Health, Human Performance and Recreation University of Arkansas Fayetteville, AR, 72701 (903) 388-7400

### Consent

I have read the above information. I have received a copy of this form. I agree to participate in this study.

Participant's signature Date
------------------------------

Investigator's signature	Date	

### **APPENDIX B**

### Institution Review Board Approval Letter



Office of Research Compliance Institutional Review Board

	March 4, 2016	
MEMORANDUM		
TO:	Krystal Beachum Sarah Stokowski	
FROM:	Ro Windwalker IRB Coordinator	
RE:	New Protocol Approval	
IRB Protocol #:	16-02-545	
Protocol Title:	The Promise of the National Letter of Intent	
Review Type:	SEXEMPT EXPEDITED FULL IRB	
Approved Project Period:	Start Date: 03/02/2016 Expiration Date: 03/01/2017	

Your protocol has been approved by the IRB. Protocols are approved for a maximum period of one year. If you wish to continue the project past the approved project period (see above), you must submit a request, using the form *Continuing Review for IRB Approved Projects*, prior to the expiration date. This form is available from the IRB Coordinator or on the Research Compliance website (https://vpred.uark.edu/units/rscp/index.php). As a courtesy, you will be sent a reminder two months in advance of that date. However, failure to receive a reminder does not negate your obligation to make the request in sufficient time for review and approval. Federal regulations prohibit retroactive approval of continuation. Failure to receive approval to continue the project prior to the expiration date will result in Termination of the protocol approval. The IRB Coordinator can give you guidance on submission times.

This protocol has been approved for 12 participants. If you wish to make *any* modifications in the approved protocol, including enrolling more than this number, you must seek approval *prior to* implementing those changes. All modifications should be requested in writing (email is acceptable) and must provide sufficient detail to assess the impact of the change.

If you have questions or need any assistance from the IRB, please contact me at 109 MLKG Building, 5-2208, or irb@uark.edu.

109 MLKG • 1 University of Arkansas • Fayetteville, AR 72701-1201 • (479) 575-2208 • Fax (479) 575-6527 • Email itb@uark.edu The University of Arkansas is an equal opportunity affirmative action institution.

#### INFORMED CONSENT STATEMENT Principal Investigator: Krystal Beachum Masters Student University of Arkansas

The Department of Health, Human Performance and Recreation of the University of Arkansas, support the practice of protection for human subjects participating in research. The following information is provided for you to decide whether you wish to participate in the present study. You should be aware that participation is completely voluntary and that even if you agree to participate, you are free to withdraw at any time without penalty.

We are conducting this study to better understand former Division I football student-athletes perception and overall understanding of the financial agreement and the NLI. This will entail your participation in a semi-structured interview. The interview is expected to take anywhere from 30-60 minutes depending on the extent of your disclosure. If you participate in this study, you will be one of the approximately 10 individuals participating.

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Your participation is solicited, although strictly voluntary. If you would like additional information concerning this study before or after it is complete, please feel free to contact us by phone or email. At the conclusion of this study, you will have to the right to request feedback about the results. You may contact us by email or phone.

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Initials

IRB #16-02-545 Approved: 03/02/2016 Expires: 03/01/2017