

Gregg Taylor & George Taylor v. Wake Forest University

191 S.E.2d 379 (N.C. Ct. App 1972)

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Gregg F. Taylor and his father, George J. Taylor, brought suit in North Carolina Superior Court against Wake Forest University ("WFU"). The Taylors' alleged that WFU wrongfully terminated Gregg Taylor's athletic scholarship and were seeking to recover educational expenses. The Superior Court entered summary judgment in favor of WFU and held that when Gregg Taylor refused to attend football practice, he did not meet the requirements to remain eligible for his athletic scholarship. The Taylors' appealed the Superior Court decision to the Court of Appeals who affirmed, and held that when an institution enters into a scholarship agreement with an athlete, the athlete, in consideration of the award, must maintain his athletic and scholastic ability to play football. If the athlete fails to hold up his end of the bargain, the institution is no longer responsible for providing scholarship funds.

With the exception of his first semester, Gregg maintained his athletic and scholastic eligibility to play, but refused to attend practice. Under NCAA provisions, cancellation of institutional aid is permitted if the recipient *voluntarily* renders himself ineligible for intercollegiate competition. WFU informed Gregg that because he was no longer participating in football despite the fact that he was scholastically eligible; his scholarship would be terminated for his junior and senior year. As a result of the termination, Gregg and George incurred expenses of \$5500 because the scholarship was terminated at the end of Gregg's sophomore year. The court stated that summary judgment was appropriate because there was no genuine issue as to a material fact. Because the scholarship was awarded for "scholastic and athletic achievement," it would be an incorrect construction of the contract to allow Gregg and his father to determine what they considered *reasonable* academic progress. Therefore, when Gregg refused to comply with the contract, WFU could not be held accountable for terminating his scholarship.

Gregg exceeded WFU grade requirements and should have participated in football practice. Because he made a *voluntary* decision not to do so, WFU had no obligation to continue dispersing scholarship funds to Gregg. This case affects the future of scholarships for athletes because it mandates, at least in North Carolina, that athletes cannot simply refuse to attend practice when they are both scholastically and athletically eligible.