Corrections to misinformation

On April 5, 2012, the Centre Daily Times published an article that stated that Coach Joe Paterno was denied the right to issue his own press release on Nov. 8, 2011. The article stated, in part:

"Joe Paterno was prepared to give the following statement at his press conference Nov. 8. But the press conference was canceled an hour before it was to begin, and the statement was not released."

The statement reiterates what Paterno told the grand jury -- that he wasn't told by the employee, Mike McQueary, that a sexual act happened.

The statement was provided Wednesday by Dan McGinn, the spokesman for the Paterno family. McGinn said it wasn't possible to release it during the time of the events in question.

"Let me begin by offering Sue and my prayers for all of the people impacted by these events. I know it is small comfort given the circumstances."

"I also understand that there are a lot of questions regarding the events involving former assistant coach Jerry Sandusky, Tim Curley and Gary Schultz. However, because of the status of these ongoing legal matters, I will not speculate or answer questions about the charges or the people involved beyond this brief statement."

"As the grand jury report notes, I was subpoenaed last January to testify regarding an incident in 2002. As my very brief testimony established, my role was limited to a single report made to me by an assistant coach in 2002. The coach in question came to my house on a Saturday morning and informed me that he witnessed former coach Jerry Sandusky in a shower with a young boy. The coach made it clear that he felt strongly that there was something inappropriate going on and that he was very upset by what he saw. The coach made no specific allegations of any identified sexual act, nor did he use any graphic terms -- just the idea that what he saw was wrong and that he did not know what to do next."

"At that time I told the coach that he had done the right thing and that I would take the appropriate next step. After consideration I determined that, given Sandusky's status as a retired employee governed by a retirement package negotiated with the administration, I had no authority to act directly. The next day, in accordance with University policy, I contacted the head of my department and related what was told to me. That was the last time the matter was brought to my attention until this investigation and I assumed that the men I referred it to handled the matter appropriately."
"I know that there are many other questions that people want to ask, but I ask that we all be patient and give the judicial process time to do its deliberate work. Finding the truth is what will benefit the victims most of all, and that is who we should all keep in mind as we deal with this tragedy.

"In order to give that process adequate time I will not be answering any questions on this matter, nor will I have further comment, until the legal process is completed."

Here are the facts:

1. The Board of Trustees took action to cancel the press conference by Coach Paterno on Tuesday, Nov. 8, 2011, that typically occurs prior to a football game because the Board of Trustees believed that the questions that would be asked by reporters would not be about the game, but the Sandusky Grand Jury proceedings. The Board concluded that it would have been impossible to have a pregame football press conference under the conditions that prevailed at the time, and it was not appropriate to use a University forum for statements about his personal involvement in the case.

2. On Wednesday, Nov. 9, 2011, Mr. Paterno issued his own press release without the knowledge of the BOT or the administration where he announced to the world he was stepping down at the end of the season. This is what he stated publicly: The Board "should not spend a single minute discussing my status. They have far more important matters to address."

3. The information presented by Mr. McGinn that purports to represent a press release from Coach Paterno was not shared with the University administration, staff, or Trustees. The Board of Trustees never told Coach Paterno or anyone else associated with him that he could not issue this press release. This is the first time the Board has been aware that such purported press release existed.

4. Mr. Paterno in the purported press release stated: "As the grand jury report notes, I was subpoenaed last January to testify regarding an incident in 2002. As my very brief testimony established, my role was limited to a single report made to me by an assistant coach [Michael McQueary] in 2002. The coach in question came to my house on a Saturday morning and informed me that he witnessed former coach Jerry Sandusky in a shower with a young boy. The coach made it clear that he felt strongly that there was something inappropriate going on and that he was very upset by what he saw. The coach made no specific allegations of any identified sexual act, nor did he use any graphic terms -- just the idea that what he saw was wrong and that he did not know what to do next."
Here is the direct quotation of the pertinent sections of Coach Paterno's testimony to the Grand Jury about 11 months before, on Jan. 11, 2011:

**Q:** Without getting into any graphic detail, what did Mr. McQueary tell you he had seen and where?

**A:** (by Coach Paterno): "Well, he had seen a person, an older -- not an older but a mature person who was fondling, whatever you might call it, I'm not sure what the term would be, a young boy.

And then:

**Q:** "I think you used the term 'fondling.' Is that the term you used?"

**A:** "Well, I don't know what you would call it. Obviously he was doing something with the youngster. It was a sexual nature. ..."

5. The University has been actively responding to requests from the Paterno family for changes in the contract that unfortunately became necessary due to Joe's death. As the Board has publicly stated, the Board communicated to Coach Paterno prior to his passing and to his family ever since and up to the present that the Board would honor Coach Paterno's contract.