



UNIVERSITY OF MEMPHIS
PUBLIC INFRACTIONS REPORT
August 20, 2009

A. INTRODUCTION.

On June 6, 2009, officials from the University of Memphis appeared before the NCAA Division I Committee on Infractions to address allegations of NCAA violations in the women's golf and men's basketball programs.

Potential violations of NCAA legislation at the institution first surfaced in late April 2008 when a women's golf student-athlete contacted the institution's compliance director concerning an issue the student-athlete was having with the head women's golf coach. In the course of the conversation with the compliance director, the student-athlete revealed information that led the compliance director to be concerned that the head women's golf coach had engaged in, or had attempted to engage in, inappropriate relationships with women's golf student-athletes. An internal investigation followed. At the conclusion of the investigation, the institution determined that, although the head women's golf coach had not engaged in behavior which involved an inappropriate personal relationship, she had engaged in inappropriate and unprofessional conduct, which included potential violations of NCAA legislation.

While the institution was in the process of investigating the head women's golf coach, it received an e-mail message on May 13, 2008, from Educational Testing Services (ETS). ETS notified institutional officials that the SAT test score for a men's basketball student-athlete ("student-athlete 1") had been invalidated. Significantly, the institution had concerns previously raised regarding student-athlete 1's academics. The invalidation of student-athlete 1's test score resulted in student-athlete 1 competing while academically ineligible for the entire 2007-08 season. A competitive advantage was obtained by the institution as a result of student-athlete 1's ineligible competition. This is discussed in greater detail in the rationale for Finding B-5.

In addition to issues surrounding the academic eligibility of student-athlete 1, the investigation also revealed that student-athlete 1's brother ("the brother") had received impermissible benefits in the form of cost-free airline transportation and lodging while traveling with the institution's men's basketball team to road games during the 2007-08 season. This is discussed in greater detail in Finding B-4. There was also an admitted failure to monitor by the institution associated with this impermissible travel.

A member of Conference USA, the institution has an enrollment of approximately 20,214 students. The institution sponsors nine men's and nine women's intercollegiate sports. This was the institution's seventh major infractions case. The institution had previous infractions cases in 1958 (men's basketball); 1971 (men's track indoor and outdoor); 1979 (football and men's basketball); 1986 (football, men's and women's basketball); 1989 (football); and 2005 (women's volleyball and men's cross country).

B. FINDINGS OF VIOLATIONS OF NCAA LEGISLATION.

1. IMPERMISSIBLE RECRUITING INDUCEMENT AND EXTRA BENEFITS. [NCAA Bylaws 13.2.1, 16.02.3 and 16.11.2.1 (2008-09 Manual)]

From 2004 through 2008, the then head women's golf coach ("former head coach") provided multiple extra benefits valued at approximately \$3,115.70 to four women's golf student-athletes ("student-athletes 2, 3, 4 and 5"). Further, the former head coach provided impermissible recruiting inducements valued at approximately \$70 to student-athlete 3 before she had enrolled at the institution:

- a. Regarding student-athlete 2, in December 2004 and March 2005, the former head coach provided the young woman extra benefits valued at approximately \$230.
 - (1) In December 2004, the former head coach gave student-athlete 2 a Christmas gift that included a sweater, mugs and a gift card. These gifts had a combined value of approximately \$130.
 - (2) In March 2005, the former head coach gave student-athlete 2 a birthday gift that included golf shoes (unrelated to permissible equipment). The shoes had an approximate value of \$100.
- b. Regarding student-athlete 3, from the spring of 2005 through the fall of 2007, the former head coach gave the young woman recruiting inducements valued at approximately \$70 and multiple extra benefits valued at approximately \$2,694.45.
 - (1) Between April and August 2005, and before student-athlete 3 initially enrolled at the institution, the former head coach gave student-athlete 3 a good luck gift, flowers, a movie on DVD and a framed picture. The gifts had an approximate value of \$70.

- (2) In October 2005, the former head coach provided airfare for the boyfriend of student-athlete 3 ("the boyfriend"), to fly from Denver, Colorado, to Memphis, Tennessee, so that the boyfriend could visit student-athlete 3. The airfare had an approximate value of \$200. Additionally, the former head coach permitted the boyfriend to stay at her residence at no cost for approximately two weeks and, at times, purchased his meals. The lodging and meals had an approximate value of \$425. Further, during this trip, the former head coach provided the boyfriend a duffle bag valued at approximately \$35.
- (3) In October 2005, the former head coach gave student-athlete 3 a pair of used Champion basketball shorts and a University of Memphis hat and T-shirt (unrelated to permissible equipment). The shorts had an approximate value of \$10 and the hat and T-shirt had an approximate value of \$15.
- (4) In December 2005, the former head coach paid approximately \$85 in air fare fees for student-athlete 3 so that she (student-athlete 3) could change the date of departure on her flight from Memphis to Denver and return home earlier for the holiday break. Student-athlete 3's mother later reimbursed the former head coach for the expense.
- (5) In December 2005, the former head coach gave student-athlete 3 Christmas gifts that included a belt, two books and a wall hanging. The gifts had an approximate total value of \$57.
- (6) In February 2006, the former head coach purchased airfare for student-athlete 3 to fly from Memphis to Denver so that student-athlete 3 could return home. The air fare had an approximate value of \$200. Student-athlete 3's mother later reimbursed the former head coach for the expense.
- (7) In the spring of 2006, the former head coach gave student-athlete 3 a hole-in-one display plaque. The former head coach also made a donation to a charity in student-athlete 3's name and provided student-athlete 3 a bracelet that was received as a result of the donation. The gifts had an approximate total value of \$40.
- (8) In July 2006, the former head coach gave student-athlete 3 a birthday gift that included a purse, a "friendship" picture, sunglasses

lenses, two books, golf shoes (unrelated to permissible equipment) and a golf bag (unrelated to permissible equipment). The gifts had an approximate value of \$264.

- (9) In September 2006, the former head coach provided student-athlete 3 a Memphis hat (unrelated to permissible equipment) and a book. The gifts had an approximate value of \$35.
- (10) In November 2006, the former head coach permitted student-athlete 3 to stay at her residence at no cost for approximately two nights after student-athlete 3's apartment was burglarized. The lodging had an approximate value of \$160. Further, the former head coach provided student-athlete 2 \$250 in cash to replace money that was stolen from her apartment.
- (11) In December 2006, the former head coach obtained tickets for student-athlete 3 and her cousin to a National Football League game between the Tennessee Titans and the Indianapolis Colts. Further, the former head coach drove student-athlete 3 and her cousin from Memphis to Nashville, Tennessee, for the game. The tickets and transportation had an approximate value of \$248.
- (12) In December 2006, the former head coach gave Christmas gifts to student-athlete 3 that included a season series of a popular television show on DVD and a wooden tea box and tea bag set. The gifts had an approximate value of \$75.
- (13) In February 2007, the former head coach gave a Nike watch to student-athlete 3. The watch had an approximate value of \$85.
- (14) In April 2007, the former head coach provided airfare for the boyfriend of student-athlete 3 to fly from Denver to Memphis so that he (the boyfriend) could visit student-athlete 3. The airfare had an approximate value of \$200. Additionally, the former head coach paid about \$25 for the boyfriend's taxi fare from the Memphis airport to a local golf course.
- (15) From the fall of 2005 through the fall of 2007, the former head coach purchased approximately 25 impermissible meals for student-athlete 3. Also, the former head coach paid for student-athlete 3's admission into a movie on approximately four

occasions. The meals had an approximate value of \$250, and the movie admissions had an approximate value of \$35.

- c. Regarding student-athlete 4, from 2006 through 2007, the former head coach gave student-athlete 4 two gift cards, one a Christmas gift and the other a graduation gift. The approximate value of the gift cards was \$10 each.
- d. Regarding student-athlete 5, from the fall of 2007 through the summer of 2008, the former head coach gave student-athlete 5 extra benefits on a few occasions valued at approximately \$170. Specifically:
 - (1) From the fall of 2007 through the spring of 2008, the former head coach purchased at least three impermissible meals for student-athlete 5. Also, the former head coach paid for student-athlete 5's admission into a movie on at least one occasion. The meals had an approximate value of \$30, and the movie admission had a value of \$8.75.
 - (2) On May 1, 2008, the former head coach permitted student-athlete 5 to stay at her residence at no cost for one night after student-athlete 5 moved out of an institutional residence hall. Also, the former head coach permitted student-athlete 5 to store various personal belongings at her apartment at no cost from about May 1 through mid-August 2008. The lodging had an approximate value of \$80, and the storage had an approximate value of \$52.

Committee Rationale

The enforcement staff and institution are in substantial agreement as to the facts of this finding and that violations occurred. Despite the requirements in NCAA Bylaw 32.6.2, the former head coach did not respond to these allegations nor did she interview with the enforcement staff. However, during interviews with the institution, the former head coach denied providing most of the extra benefits. The committee finds that the violations occurred. Pursuant to NCAA Bylaw 32.6.2, the committee viewed the former head coach's failure to respond to the notice of allegations as an admission that the violations occurred.

Concerning Finding B-1-a, during a June 2008 interview with the institution, the student-athlete reported that she received the items listed in the finding. Student-athlete 2 reported that the pair of shoes she received from the former head coach in March 2005 was the last gift she received from the former head coach. She stated that she received

no more gifts from the former head coach when she stopped "responding" to the coach. Student-athlete 2 remarked that she eventually viewed the gifts from the former head as unprofessional because the former head coach's actions crossed the line from a proper player-coach relationship to a "friendship" and that "wasn't right." Student-athlete 2 reported that she was told by the former head coach that giving such gifts was permissible. Although student-athlete 2 felt ambiguous and conflicted about accepting the gifts, she did so until 2005. In rationalizing why she accepted the gifts from the former head coach, student-athlete 2 stated:

So, I'm in a position where I'm being told from my coach that she says she didn't do anything wrong, so, you know, it was tough. I was being told one thing by one person and another, so, you know, I put my trust and I believe in what the coach says, and, like I said, you really needed to go by her rules, or else, you know, your life was hell. Like, she would, she would, ah, she would make life a lot harder for you.

Student-athlete 2 reported that after student-athlete 3 enrolled in the fall of 2005, she noticed that the former head coach developed a similar "close" relationship with her. Student-athlete 2 observed that the former head coach and student-athlete 3 would go out to dinner, to the movies and rent videos together. Later, student-athlete 2 realized that the former head coach had turned her attentions to student-athlete 5 and developed a similar "close" relationship with that young woman. Student-athlete 2 reported that she was concerned for her teammates when she saw the former head coach developing this type of relationship with them. However, she did not report her concerns earlier because she feared it would affect her relationship with the former head coach and could negatively impact her status as a member of the women's golf team.

The provision of gifts to student-athlete 2 by the former head coach was confirmed by student-athlete 8. She reported that student-athlete 2 told her in December 2007 that the former head coach had provided student-athlete 2 a sweater as a Christmas gift. She explained that the 2007-08 academic year was student-athlete 2's fifth and senior year and that she had a difficult final year due to her deteriorating relationship with the former head coach. Student-athlete 8 observed that student-athlete 2 was "tired of it" and "confessed" to her that the former head coach had provided her gifts, including the sweater.

In reference to Finding B-1-b, student-athlete 3 reported the receipt of the inducements and extra benefits during June 2008 interviews with the institution and a September 2008 interview with the enforcement staff. Student-athlete 3 reported that, during the recruiting process, the former head coach began to cultivate a relationship with her that was more of a "friendship." She explained it was not what would be expected in a

normal, "professional" player-coach relationship. In that context, student-athlete 3 stated:

...we had a lot in common, and it seemed like she was taking the relationship like, interpreting it as more of a friendship than a personal, or not, a professional, I mean, kind of relationship, like...like student-teacher kinda thing. It was more like, oh, this girl's my friend, and we're gonna hang out and it's gonna be great, and I'm gonna love it...

Student-athlete 3 made several attempts to tell the former head coach that she wanted their relationship to be more professional, that she wanted to be treated like the other women's golf student-athletes and that she did not want to be favored by the former head coach or receive special attention. Student-athlete 3 reported that, as a result, her relationship with the former head coach deteriorated; the former head coach stopped giving her gifts around the end of her sophomore year, the spring of 2007.

During student-athlete 3's September 2008 interview with the enforcement staff, student-athlete 3 said she knew at that time that accepting the extra benefits had jeopardized her eligibility, that she would be withheld from competition and that she would be required to repay the value of the benefits. The committee concluded that student-athlete 3's recognition that she would need to repay the value of the benefits, more than \$2,000, was significant in assessing her credibility; by reporting the extra benefits, she jeopardized her own eligibility.

Student-athlete 3's mother confirmed the former head coach had provided her daughter with extra benefits. She reported that the former head coach paid the flight change fees for her daughter in December 2005 and purchased a round-trip ticket for her daughter from Memphis to Denver in February 2006. Student-athlete 3's mother also reported that she later reimbursed the former head coach for the cost of those expenses and student-athlete 3's mother produced canceled checks payable to the former head coach for the aforementioned flight change fee and round-trip ticket. Student-athlete 3's mother also confirmed that the former head coach mailed packages to her daughter at her home in Colorado, including a 2005 birthday gift, a 2005 Christmas gift and a 2006 birthday gift.

The boyfriend of student-athlete 3 reported that the former head coach purchased a round-trip ticket for him from Denver to Memphis in October 2005, that the former head coach permitted him to stay at her apartment at no cost and that the former head coach provided him meals and a duffle bag during that time. Additionally, student-athlete 3's boyfriend confirmed that the former head coach purchased a round-trip ticket from Denver to Memphis for him in April 2007 and also paid his taxi cab fare upon arrival in Memphis.

Student-athlete 3's cousin confirmed that, in December 2006, the former head coach obtained tickets to the Tennessee Titans/Indianapolis Colts football game for him and student-athlete 3 and that the former head coach drove them to and from Nashville for the game.

Although the former head coach denied in an interview with the institution the majority of the violations set forth in the findings involving student-athlete 3, she did admit providing the hole-in-one plaque and the golf shoes. In that interview, she also admitted to allowing student-athlete 3's boyfriend to stay at her apartment during his visits to Memphis.

In reference to Finding B-1-c, the provision of gift cards to student-athlete 4, the young woman reported that the former head coach gave a gift card to her on two separate occasions, once as a Christmas present and another as a graduation gift. The former head coach admitted (to the institution) that she gave a gift card to student-athlete 4 on the occasion of the young woman's graduation.

Concerning Finding B-1-d, student-athlete 5 reported that the former head coach purchased approximately three impermissible meals for her and one admission to a movie. Student-athlete 5 also reported that the former head coach permitted her to stay at the coach's apartment for one night and stored some of her personal belongings at no cost. The former head coach admitted (to the institution) that she permitted student-athlete 5 to stay at her house for one night and that she stored some of the young woman's personal belongings in her (the former head coach's) home.

2. EXTRA BENEFITS – IMPERMISSIBLE MEALS FOR STUDENT-ATHLETES, IMPERMISSIBLE RECRUITING CONTACT. [NCAA Bylaws 13.1.2.1, 13.6.7.5.2, 16.02.3 and 16.11.2.1 (2008-09 NCAA Manual)]

In September 2004 and November 2007, the former head coach provided several women's golf student-athletes impermissible restaurant meals during official paid visits of prospective student-athletes. Specifically, the former head coach purchased impermissible meals for women's golf student-athlete 1 and five other women's golf student-athletes ("student-athletes 6, 7, 8, 9 and 10") during a recruiting weekend in September 2004. During the recruiting weekend in November 2007, the former head coach purchased meals for student-athlete 4 and two other women's golf student-athletes ("student-athletes 11 and 12"). Further, during the November 2007 recruiting weekend, the former head coach arranged for student-athlete 9, who, by then was a former women's golf student-athlete, to have impermissible contact with prospective student-athletes and their parents during a recruiting meal.

Committee Rationale

The enforcement staff and institution were in substantial agreement as to the facts of this finding and that violations occurred. The former head coach did not respond to the committee with respect to this allegation nor did she interview with the enforcement staff. However, during interviews with the institution, the former head coach denied knowingly providing the impermissible meals. The committee finds that the violations occurred.

Student-athlete 3 identified student-athletes 6, 7, 8, 9 and 10 as having received impermissible meals during her September 2004 official paid visit. She also identified student-athletes 4, 11 and 12 as having received impermissible meals during a recruiting weekend in November 2007 in which three prospective student-athletes visited the institution. All three prospects confirmed that the student-athletes identified as being present during their official paid visits in November 2007 received meals.

Student-athlete 10 confirmed that she was given meals during student-athlete 3's September 2004 visit, despite the fact that she was not the student host. Similarly, student-athletes 2 and 6 also reported that they received meals during official paid visits when they were not the student host.

The former head coach admitted to the institution that she provided meals for some of the student-athletes identified as being present for the November 2007 recruiting meals, even though they were not student hosts. She also admitted that she invited student-athlete 10 to attend a meal during that visit weekend, even though she was a former student-athlete and not a permissible recruiter.

3. UNETHICAL CONDUCT. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 10.1-(c) and 10.1-(d) (2008-09 Manual)]

The former head coach failed to deport herself in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics for (a) knowing involvement in providing extra benefits to student-athletes and recruiting inducements to a prospective student-athlete, (b) providing false and misleading information to the institution concerning her involvement in and knowledge of possible NCAA violations, and (c) refusing to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA enforcement staff:

- a. The former head coach knowingly violated NCAA legislation, as set forth in Findings B-1 and B-2 of this report.
- b. In December 2007, June 2008 and August 2008, the former head coach provided false and misleading information to the institution:
 - (1) On June 19, and August 1, 2008, during interviews with the institution's investigators, the former head coach reported that she did not give many of the extra benefits to the student-athletes or the recruiting inducements to a prospective student-athlete identified in Finding B-1 when, in fact, she did.
 - (2) In December 2007, the former head coach concealed some of the NCAA violations outlined in Finding B-2 from her institution when she intentionally misrepresented information on expense reports pertaining to the individuals who received meals during the November 2007 official paid visits. Further, on June 19, 2008, during an interview with the institution's investigators, the former head coach reported that she did not knowingly give the impermissible meals to student-athletes during the November 2007 official paid visits, as outlined in Finding B-2, when, in fact, she did.
- c. The former head coach refused to submit to interviews with the NCAA enforcement staff when requested to do so.

Committee Rationale

The enforcement staff and institution were in substantial agreement as to the facts of this finding and that violations occurred. As with all of the allegations in this case involving her, the former head coach did not respond to this allegation to the Committee on Infractions nor did she submit to an interview with the enforcement staff. The committee finds that the violations occurred.

4. IMPERMISSIBLE EXTRA BENEFITS – COST FREE TRAVEL EXPENSES PROVIDED TO A FAMILY MEMBER OF A STUDENT-ATHLETE. [NCAA Bylaws 16.02.3 and 16.11.2.1 (2008-09 NCAA Manual)]

During the 2007-08 academic year, the institution provided approximately \$1,713.85 in impermissible benefits to the brother of student-athlete 1 in the form

of occasional free transportation on the men's basketball team's charter plane to and from out-of-town contests, as well as occasional free lodging at the men's basketball team's hotel in conjunction with these trips. Specifically:

- a. On February 19 and March 4, 2008, the brother was permitted to travel on the men's basketball team's charter plane at no cost. The total value of this transportation was approximately \$1,125.
- b. On December 14, 15 and 18, 2007, and January 29 and 30, 2008, the brother was permitted to stay at the men's basketball team's hotel at no cost. The total value of this lodging was approximately \$588.85.

Committee Rationale

The enforcement staff and institution were in substantial agreement as to the facts of this finding and that violations occurred. The committee finds that the violations occurred.

The brother of student-athlete 1 frequently accompanied the institution's men's basketball travel party during the 2007-08 men's basketball season, the only year student-athlete 1 attended the institution. In order to pay for these trips, the brother provided his credit card number to the institution and on five of the occasions he travelled with the team, he was charged for his travel expenses. The institution cited "administrative error in the institution's athletic business office" as the reason why the brother was not charged on the occasions cited in the finding.

At the hearing, the institution was asked to provide any additional explanation as to how this could have occurred. The institution offered no additional explanation. The institution's response to the notice of allegations stated that "the same error could have occurred for any member of the public traveling with the men's basketball team." However, at the hearing, when asked if these types of errors had, in fact, occurred with any other such "members of the public" traveling with the men's basketball team, the institution replied that the brother was the only individual for whom such billing errors had occurred.

As set forth in Bylaw 16.11.2.1, relatives of student-athletes (in this instance, the brother of student-athlete 1) may not receive extra benefits. Therefore, the brother's receipt of cost-free transportation to and from out-of-town contests, as well as the occasional free lodging at the men's basketball team's hotel in conjunction with these trips rendered student-athlete 1 ineligible from the point they were first received, December 14, 2007. In addition, the institution admitted that its failure to charge properly the brother for the aforementioned travel and hotel expenses constitutes a failure to monitor.

5. INELIGIBLE COMPETITION. [NCAA Bylaws 14.3.1, 14.3.1.1(b), 31.2.2.3 and 31.2.2.4.] (2008-09 NCAA Manual)]

Student-athlete 1 competed for the men's basketball team while ineligible during the entire 2007-08 season, including the 2008 NCAA Division I Men's Basketball Championship.

Committee Rationale

The enforcement staff originally alleged that student-athlete 1 engaged in unethical conduct as defined in Bylaw 10.1 in connection with his college entrance examination. The institution's position was that it did not have sufficient information to conclude that student-athlete 1 engaged in unethical conduct in connection with the taking of his SAT. Student-athlete 1 did not respond to this allegation and refused to be interviewed by the enforcement staff.

Student-athlete 1 attended high school in Chicago, Illinois; he graduated in the spring of 2007. Allegations about potential academic improprieties involving him first surfaced in late October 2007. At this time the institution was contacted by the Chicago Public Schools Internal Audit division regarding potential academic issues involving student-athlete 1 that had occurred within their system.

During the course of the initial investigation by Chicago Public Schools officials, the Illinois Office of the Inspector General (IG) received an allegation that irregularities may have occurred with the standardized college entrance examination student-athlete 1 took during May 2007 in Detroit, Michigan. The IG informed the institution of this as well.

The college admission test student-athlete 1 took in Detroit was the SAT. Student-athlete 1 had taken another standardized college admissions test, the ACT, on three previous occasions, and did not attain a qualifying score on any of these occasions. On all three of these occasions, he took the ACT in the Chicago area.

The institution began an independent investigation related to the allegations involving student-athlete 1 which included a November 2007 interview of him. The institution was unable to substantiate the allegations of academic improprieties involving student-athlete 1 and the institution cleared him to compete with the men's basketball team during the 2007-08 season.

In addition to notifying the institution, the IG also notified ETS, the SAT testing security agency, about the allegations relating to student-athlete 1's SAT test. The notice was given on December 5, 2007. This prompted ETS to launch an independent investigation.

Following its investigation, on March 17, 2008, ETS wrote a letter to student-athlete 1 notifying him of discrepancies on his May 5, 2007, SAT exam and requested information from him that would help substantiate his SAT score. A similar letter was sent as a follow-up on April 10. However, student-athlete 1 failed to respond to both requests.

On May 5, 2008, ETS notified student-athlete 1 that his May 5, 2007, SAT exam had been cancelled due to his failure to respond to ETS letters of March 17 and April 10. That same day, ETS also notified the NCAA Eligibility Center and the institution that student-athlete 1's scores had been canceled. The NCAA Eligibility Center notified the enforcement staff about student-athlete 1's canceled scores, and the enforcement staff began an inquiry into the matter.

In its response to the allegation that student-athlete 1 engaged in unethical conduct through his knowing involvement in the fraudulent completion of his SAT, the institution wrote the following:

The only evidence known to the Institution suggesting that (student-athlete 1) did not take the May 5, 2007, SAT is that provided by (the) forensic document examiner retained by the NCAA. Even (the forensic document examiner) does not conclude definitively that (student-athlete 1) did not take the exam. She wrote only that (student-athlete 1) "probably (emphasis added) did not write the questioned hand printing or cursive writing" on the exam form. ...This is not sufficient evidence for the Institution to conclude that student-athlete 1 knowingly engaged in fraudulent conduct related to the exam.

Ultimately, the committee concluded that it did not need to make a determination as to whether student-athlete 1 engaged in unethical conduct as defined in NCAA Bylaw 10.1 with respect to the alleged fraudulent completion of his SAT.

The committee concluded that, due to the fact that student-athlete 1's SAT score was cancelled by ETS, student-athlete 1 was rendered academically ineligible to compete during the entire 2007-08 season, including the 2008 Division I Men's Basketball Championship. This is a "strict liability" situation. The institution's assertion that, prior to the start of the 2007-08 season, it did not have sufficient information to conclude that student-athlete 1's SAT test would be cancelled was not relevant under the circumstances. This was discussed during the hearing in the following exchange:

COMMITTEE MEMBER: But I want you all to address, both sides, the issue of if either one doesn't have a valid test score -- let me give you an example. We have situations that come up from time to time before this committee where something is learned after the fact, such as person

actually played sports at another institution. Nobody knew, but that person didn't have eligibility remaining, so they were ineligible. If you have a test score that is invalidated, you didn't have the scores to be admitted to begin with. Where am I wrong?

UNIVERSITY LEGAL COUNSEL: At the time he was admitted on the score that was provided at the time, is that your question? Was he eligible, in looking backwards, whether he was eligible or not?

COMMITTEE MEMBER: Yes. He didn't have the score.

UNIVERSITY LEGAL COUNSEL: We have acknowledged that.

COMMITTEE MEMBER: You have acknowledged that he was ineligible.

UNIVERSITY LEGAL COUNSEL: Yes, and we have to address that, based on the after-the-fact information.

COMMITTEE MEMBER: It doesn't matter.

UNIVERSITY LEGAL COUNSEL: I understand, but that is the basis. We don't believe -- we do believe that the university proceeded appropriately based on the information that it had at the time in allowing him to play.

COMMITTEE MEMBER: Even if they had not known and his score was later cancelled, it will be the same problem. It is not about what they did or didn't do. I am only saying they had some information that there could have been a problem, and they proceeded after the fact. If nothing had happened, if you had no information and ETS cancelled his score at a later date, he didn't have an admissible entry qualification.

UNIVERSITY LEGAL COUNSEL: That's correct. We have not contested that.

COMMITTEE MEMBER: Okay. So, he was ineligible?

UNIVERSITY LEGAL COUNSEL: Yes; yes, sir. The university was not aware at the time he was ineligible.

COMMITTEE MEMBER: I didn't suggest that they were.

UNIVERSITY LEGAL COUNSEL: Okay.

COMMITTEE MEMBER: I am not saying they cheated. I am saying this young man was not eligible to participate.

UNIVERSITY LEGAL COUNSEL: That is correct.

Finally, as referenced in Finding B-4, the violations involving student-athlete 1's brother would also have rendered student-athlete 1 ineligible, beginning in mid-December 2007.

6. FAILURE TO MONITOR. [NCAA Constitution 2.8.1 (2008-09 NCAA Manual)]

The institution violated the principle of rules compliance as it relates to Finding B-4, the impermissible benefits provided to the brother of student-athlete 1 in the course of his travel with the men's basketball team to out-of-town contests during the 2007-08 season.

Committee Rationale

The enforcement staff and institution were in substantial agreement as to the facts of this finding and that violations occurred. The committee finds that the violation occurred.

As background, on some occasions when the men's basketball team traveled by charter aircraft, the athletics department sold seats to representatives of the institution's athletics interests and to other individuals from the general public, including relatives of student-athletes. The brother of student-athlete 1 traveled on the men's basketball team's charter plane a total of seven times. As previously mentioned in Finding B-4, the brother provided his credit card number to the athletics department to be charged for those flights on which he travelled with the team to away contests.

During the course of the investigation, the enforcement staff requested that the athletics department review travel records to confirm that the brother appropriately paid for each of those flights. The athletics department's review revealed that while the brother's credit card was charged for five of those flights, it was not charged for a February 19, 2008, flight to New Orleans, Louisiana, for a contest against Tulane University, or a March 4, 2008, flight to Dallas, Texas, for a contest against Southern Methodist University. Prior to any additional individuals boarding the men's basketball charter plane, those individuals should have provided a method of payment to the athletics business office. The athletics department's travel coordinator ("travel coordinator") and the associate

athletics director for business and finance ("business director") communicated with each other about those additional individuals traveling with the team. The travel coordinator added those individuals to the flight manifest once he learned from the business director that a method of payment had been received. According to the travel coordinator, no individuals were permitted to board the charter plane unless they appeared on the flight manifest and presumably paid for their seat. Institution travel records reflect that the brother was listed on the flight manifests for all of the flights he was on.

Neither the travel coordinator nor the business director had an explanation as to how the brother was permitted to board without having paid for the two flights. As previously stated in the rationale for Finding B-4, institution officials in attendance at the hearing similarly had no explanation as to how this violation could have occurred. The travel coordinator was confident that he did not add individuals to the flight manifest before he received approval from the business director. Both individuals were aware that NCAA legislation prohibited the institution from paying the brother's charter plane expenses because he was a relative of a student-athlete. The compliance office did not review the use of the charter plane pertaining to the men's basketball team's away-from-home contests and instead relied upon reviews performed by the travel coordinator and the business director.

With regard to the provision of impermissible lodging, institution travel records reflect that the brother stayed at the men's basketball team's hotel a total of eight times in conjunction with out-of-town contests. As with the charter flights, the enforcement staff requested that the athletics department review the brother's hotel accommodations to confirm that he appropriately paid for his lodging. The athletics department's review revealed that the institution paid the brother's lodging costs on three occasions, a December 14-15, 2007, stay in Nashville, Tennessee; a December 18, 2007, stay in Cincinnati, Ohio; and a January 29, 2008, stay in Houston, Texas.

Similar to the charter flights, neither the travel coordinator nor the business director could explain why the brother appeared on the institution's hotel bill on those occasions; he was not included on a rooming list that the travel coordinator submitted to the hotel prior to each stay. As a result, the brother should have been required to present a personal credit card to the hotel front desk upon checking in to pay for his lodging. Both the travel coordinator and the business director were aware that NCAA legislation prohibited the institution from paying the cost of hotel accommodations for relatives of student-athletes. The compliance office did not review lodging expenses pertaining to the men's basketball team's away-from-home contests and instead relied upon reviews performed by the athletics business office.

C. SECONDARY VIOLATION – IMPERMISSIBLE RECRUITING TELEPHONE CALL BY AN ATHLETICS REPRESENTATIVE. [NCAA Bylaws 13.01.4, 13.1.2.1 and 13.1.3.5.1]

In or around the month of July 2008, a representative of the institution's athletics interests made an impermissible telephone call to the mother of a prospective men's basketball student-athlete. During the call, the representative had a conversation with the mother about the institution's men's basketball program. The prospective student-athlete was being recruited by the institution's men's basketball program at the time of the call.

D. PENALTIES.

For the reasons set forth in Parts A and B of this report, the Committee on Infractions found that this case involved several major violations of NCAA legislation. The institution is in a repeat violator status due to its 2005 infractions case. However, because of the significant penalties imposed as a result of the current case, the committee decided not to impose enhanced penalties available in repeat violator cases as set forth in Bylaw 19.5.2.3.3. Due to the competitive advantage obtained by the institution as a result of the student-athlete's competition while academically ineligible during the 2007-08 season, the committee orders a vacation of all wins for that season. In determining additional penalties to impose, the committee considered the institution's self-imposed penalties and corrective actions. [Note: The institution's corrective actions are contained in Appendix Two.] Further, the committee considered the institution's cooperation in this case. It determined that the cooperation exhibited by the institution was consistent with Bylaw 32.1.4.

1. Public reprimand and censure.
2. Three years of probation from August 20, 2009, to August 19, 2012.
3. A limit of five equivalencies in the sport of women's golf for the 2008-09 and 2009-10 academic years. This represents a reduction of one from the permissible maximum limit of six on the value (equivalency) of financial aid awards in the sport of women's golf for the 2008-09 and the 2009-10 academic years. (Institution imposed)
4. The violations in this case involve three of the factors identified by the committee as relevant to imposition of a penalty in a major case in which records are vacated: 1) student-athlete 1's 2007 SAT score was cancelled due to ETS's concerns about the legitimacy of the test; 2) the cancellation of this test resulted in student-athlete 1 competing the entire 2007-08 season while academically

ineligible; 3) the institution admitted that it failed to monitor the travel arrangements to away men's basketball contests which contributed to student-athlete 1's brother being allowed to travel cost-free on some occasions and to receive occasional cost-free hotel accommodations associated with this travel. The benefits accrued to student-athlete 1's brother would also have rendered student-athlete 1 ineligible for the majority of the season. Therefore, pursuant to NCAA Bylaw 19.5.2.2-(e)-(2), the institution shall vacate all wins in which student-athlete 1 competed while ineligible during the 2007-08 men's basketball regular season. Further, in accordance with NCAA Bylaws 31.2.2.3 and 31.2.2.4, the institution's participation in the 2008 NCAA Division I Men's Basketball Championship shall be vacated and any trophy awarded as a result of that ineligible participation shall be returned to the NCAA. The individual records of student-athlete 1 shall be vacated as well. Further, the institution's records regarding men's basketball, as well as the record of the former head men's basketball coach will reflect the vacated records and will be recorded in all publications in which men's basketball records for the 2007-08 season is reported, including, but not limited to institution media guides, recruiting material, electronic and digital media plus institution and NCAA archives. Any public reference to these vacated contests, including the appearance in the 2008 NCAA Division I Men's Basketball Championship shall be removed from athletics department stationery, banners displayed in public areas and any other forum in which they may appear.

Finally, to ensure that all institutional and student-athlete vacations, statistics and records are accurately reflected in official NCAA publication and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA director of statistics, to identify the specific student-athlete(s) and contest(s) impacted by the penalties. In addition, the institution must provide the NCAA statistics department a written report, detailing those discussions with the director of statistics. This document will be maintained in the permanent files of the statistics department. This written report must be delivered to the NCAA statistics department no later than 45 days following the initial Committee on Infractions release or, if the vacation penalty is appealed, the final adjudication of the appeals process.

5. Beginning in April 2005 through the fall of 2007, student-athlete 3 received recruiting inducements and extra benefits worth in excess of \$2,700. Because of this, student-athlete 3 was ineligible to compete during that time. Therefore, pursuant to NCAA Bylaw 19.5.2.2-(e)-(2), the institution will vacate all NCAA, school and conference individual records as well as all individual match results attained by student-athlete 3 while she competed on the women's golf team during the aforementioned period. Further, all team results from any competitions in

which student-athlete 3 participated during the same time frame, as well as the record of the former head coach, will be reconfigured to reflect the vacated records/results. The reconfigurations will be recorded in all publications in which women's golf records are reported, including but not limited to institution media guides, internet websites, recruiting materials and institution and NCAA archives. Finally, any public reference to any team or individual performance that includes a vacated result shall be removed. [Note: The values of the extra benefits given to other student-athletes by the former head coach were far less than that of student-athlete 3, thus the committee concluded that records of those student-athletes should not be vacated.]

6. Due to the ineligible participation of student-athlete 1, and consistent with the Division I Infractions Appeals Committee's January 24, 2000, decision in the Purdue University appeal, the institution shall return to the NCAA all of the moneys it has received to date through Conference USA revenue sharing for its appearances in the 2008 NCAA Division I Men's Basketball Championship Tournament. Further, all future Conference USA distributions of funds to the institution resulting from its appearance in the 2008 Men's Basketball Tournament that are scheduled to be provided to the institution shall be withheld by the conference and forfeited to the NCAA. A complete accounting of this financial penalty shall be included in the institution's annual compliance reports and, after the conclusion of the probationary period, in correspondence from Conference USA to the office of the Committees on Infractions.
7. A compliance review shall be conducted by Conference USA during the 2009-10 academic year in order to certify that the current athletics policies and practices conform to all requirements of NCAA regulations.
8. The former head women's golf coach was involved in the provision of extra benefits to four student-athletes intentionally and with knowledge that that these actions were violations of NCAA legislation (Finding B-1). Violations so committed are more serious than the same violations committed inadvertently or with lack of knowledge that they are violations. She acted unethically both in her commission of these violations and by providing false and misleading information to investigators (Finding B-3). For these reasons the committee imposes a five-year show-cause period beginning on August 20, 2009, and ending on August 19, 2014, during which, as set forth in (a) and (b) below, its penalties will restrict the athletically related duties of the former head coach at any employing NCAA institution during the prescribed period of time.
 - a. From August 20, 2009, through August 19, 2014, the former head coach shall not be allowed to engage in any recruiting activity.

- b. If employed at a member institution during the period August 20, 2009, through August 19, 2014, the former head coach shall attend, at her own cost, an NCAA Regional Rules Seminar during each of the years she is employed at a member institution concluding in August 2014. She shall certify in writing which sessions of the seminars she attended and, within 30 days of her return to the campus of the employing institution, her employing institution shall send a letter to the committee certifying the attendance of the former head coach at the seminar.
 - 9. During this period of probation, the institution shall:
 - a. Continue to develop and implement a comprehensive educational program on NCAA legislation, including seminars and testing, to instruct the coaches, the faculty athletics representative, all athletics department personnel and all institution staff members with responsibility for the certification of student-athletes for admission, retention, financial aid or competition;
 - b. Submit a preliminary report to the office of the Committees on Infractions by October 15, 2009, setting forth a schedule for establishing this compliance and educational program; and
 - c. File with the office of the Committees on Infractions annual compliance reports indicating the progress made with this program by June 1 of each year during the probationary period. Particular emphasis should be placed on the monitoring of official paid visits, team travel and the academic eligibility of prospective student-athletes. The reports must also include documentation of the institution's compliance with the penalties adopted and imposed by the committee.
 - 10. The above-listed penalties are independent of and supplemental to any action that has been or may be taken by the Committee on Academic Performance through its assessment of contemporaneous, historical, or other penalties.
 - 11. At the conclusion of the probationary period, the institution's president shall provide a letter to the committee affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.
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As required by NCAA legislation for any institution involved in a major infractions case, the University of Memphis shall be subject to the provisions of NCAA Bylaw 19.5.2.3, concerning repeat violators, for a five-year period beginning on the effective date of the penalties in this case, August 20, 2009.

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

The Committee on Infractions advises the institution that it should take every precaution to ensure that the terms of the penalties are observed. The committee will monitor the penalties during their effective periods. Any action by the institution contrary to the terms of any of the penalties or any additional violations shall be considered grounds for extending the institution's probationary period or imposing more severe sanctions or may result in additional allegations and findings of violations. An institution that employs an individual while a show-cause order is in effect against that individual, and fails to adhere to the penalties imposed, subjects itself to allegations and possible findings of violations.

Should any portion of any of the penalties in this case be set aside for any reason other than by appropriate action of the Association, the penalties shall be reconsidered by the Committee on Infractions. Should any actions by NCAA legislative bodies directly or indirectly modify any provision of these penalties or the effect of the penalties, the committee reserves the right to review and reconsider the penalties.

NCAA COMMITTEE ON INFRACTIONS

John S. Black
Melissa (Missy) Conboy
Paul T. Dee, chair
Eileen K. Jennings
Andrea (Andi) Myers
Dennis E. Thomas

APPENDIX ONE

CASE CHRONOLOGY AS PREPARED BY THE INSTITUTION AND THE NCAA ENFORCEMENT STAFF

2004

May 18 – The institution hired the former head women's golf coach as its head women's golf coach.

2006

November 15 – Student-athlete 1, a prospective men's basketball student-athlete from Chicago, Illinois, signed a National Letter of Intent with the institution.

2007

May 5 – A person identifying himself as student-athlete 1 completed the SAT in Detroit, Michigan. This test score was later used to obtain his admission into the institution and to certify his NCAA eligibility. Student-athlete 1 subsequently competed for the men's basketball team during the 2007-08 season.

October 25 – The Office of the Inspector General of the Board of Education of the City of Chicago (IG) contacted the institution and notified administrators of an allegation that a prospective student-athlete, who was student-athlete 1's former high school teammate, took a standardized test on student-athlete 1's behalf. The institution interviewed student-athlete 1 shortly thereafter, and he denied the allegation.

December 5 – The IG notified the Educational Testing Service (ETS), the administrator of the SAT, about the allegation pertaining to student-athlete 1's SAT score. ETS subsequently began an independent inquiry into the matter.

2008

March 17 – The office of integrity at the ETS sent a letter to student-athlete 1's address in Chicago and notified him of concerns that substantial evidence indicated that his May 5, 2007, SAT scores were invalid. This letter notified student-athlete 1 that he had one opportunity to submit information that addressed those concerns by March 31, 2008. Student-athlete 1 did not respond to this letter.

March 17 through April 7 – Student-athlete 1 competed for the men's basketball team in the 2008 NCAA Division I Men's Basketball Championship, including the April 7, 2008, championship game.

April 10 – The ETS sent a letter to student-athlete 1's Chicago address and notified him that ETS's Board of Review believed there was substantial evidence to support cancelling his May 5, 2007, SAT scores and notified him that he could respond to that determination. Student-athlete 1 did not respond to this letter.

April – Student-athlete 2 initiated a conversation with the assistant athletics director for compliance about a complaint regarding the former head women's golf coach. During this conversation, the assistant athletics director believed student-athlete 1 revealed information about the former head coach engaging in inappropriate relationships with women's golf student-athletes. During the course of the investigation conducted by the affirmative action/equal employment officer, NCAA extra-benefit violations were discovered and were referred to the athletics department for review. The athletics department then began an independent inquiry into those potential violations in late May 2008.

May 5 – The ETS sent a letter to student-athlete 1's Chicago address and notified him that his SAT scores had been canceled. The ETS notified the NCAA Eligibility Center and the institution that student-athlete 1's scores had been canceled. The NCAA Eligibility Center notified the enforcement staff about student-athlete 1's canceled scores, and the enforcement staff began an inquiry into the matter.

June 23 – Student-athlete 1 declined the enforcement staff's request to interview him.

July 17 – The enforcement staff began conducting on-campus interviews pertaining to the men's basketball program. Subsequently, the enforcement staff and the institution began a cooperative inquiry pertaining to the women's golf program.

August 27 – Through his attorney, student-athlete 1 continued to decline the enforcement staff's request to interview him.

September 5 – The enforcement staff provided the institution a notice of inquiry letter.

October 20 – The former head women's golf coach declined the enforcement staff's request to interview her.

October 28 – The enforcement staff sent a letter to the former head coach notifying her that her failure to furnish information relevant to an investigation into possible NCAA violations could result in a violation of the ethical-conduct principles as defined in NCAA Bylaw 10.1. The letter

also notified the former head coach that the enforcement staff intended to issue a notice of allegations that would include allegations that she violated NCAA rules.

2009

January 5 – The enforcement staff contacted student-athlete 1's attorney to make a final request to interview him.

January 15 – The enforcement staff did not receive a response from student-athlete 1's attorney and, therefore, sent an e-mail notifying him that a notice of allegations would be issued to student-athlete 1 and that he could receive access to the enforcement staff's case file.

January 15 – The enforcement staff contacted the former head women's golf coach and notified her that a notice of allegations would be issued and that she could receive access to the enforcement staff's case file.

January 16 – The enforcement staff issued a notice of allegations to the institution, the former head coach and student-athlete 1.

March 19 – The enforcement staff sent an e-mail to student-athlete 1's attorney asking whether he wanted access to the case file, whether he would be submitting a response to the notice of allegations and whether he intended to attend the NCAA Division I Committee on Infractions hearing in June. Student-athlete 1's attorney did not respond to this correspondence.

March 19 – The enforcement staff contacted the former head coach attempting to determine whether she wanted access to the custodial file, whether she would be responding to the notice of allegations and whether she would be attending the hearing. The former head coach indicated that she would contact the enforcement staff at a later date. The former head coach did not subsequently contact the enforcement staff.

April 13 – The institution requested an extension to submit its response to the notice of allegations. The NCAA Division I Committee on Infractions approved the extension and extended the response date to April 24, 2009.

April 24 – The institution submitted a response to the notice of allegations.

June 6 – The institution appeared before the NCAA Division I Committee on Infractions.

August 20 – Infractions Report No. 306 is released.

APPENDIX TWO

CORRECTIVE ACTIONS AS IDENTIFIED IN THE INSTITUTION'S April 24, 2009, RESPONSE TO THE NOTICE OF ALLEGATIONS.

Policies – Team Travel and Charter Travel – As a result of the violations concerning impermissible institutional payments for a family member of a student-athlete traveling with the team, which resulted in the provision of an extra benefit under NCAA rules, the institution revised its policies concerning team travel and charter travel. The new policies provide for closer monitoring of guests or family members who may accompany a team. The new policies were included with the institution's response as exhibits.

Policies – Recruiting and Official Visits – As a result of the review of the official visit violations, which resulted in more than the permissible number of student hosts receiving meals during the entertainment of prospective student-athletes, the institution reviewed its policies concerning recruiting records and official visits. The current policies were included in the institution's response as exhibits.

Educational Efforts – Although the institution had a comprehensive compliance educational program in place at the time of the violations included in this case and does not believe that ignorance of the rules led to any of the infractions, the institution has used and will continue to use these violations as an opportunity to increase the awareness of the entire athletics department staff about potential problems. Particular points of emphasis in educational efforts have been the various aspects of extra-benefit and recruiting-inducement restrictions and the need for careful attention to detail when student-athletes' family members travel with the team to away contests.

Disciplinary/Punitive Actions

In addition to the corrective actions outlined above, which the institution believes will guard against a recurrence of the violations that were addressed in the institution's response, the institution has taken the following disciplinary and punitive actions in regard to those directly involved in or impacted by the infractions. Included in those actions was the resolution of eligibility issues in regard to those student-athletes still participating in intercollegiate athletics at the institution at the time the violations were investigated and found.

Employment Termination – In light of the violations detailed in Findings B-1, B-2 and B-3 and other behavior found to be unprofessional, the institution terminated the employment of the former women's golf coach, effective June 26, 2008. The action was taken immediately upon a determination that the former head women's golf coach had engaged in conduct that she knew or should have known was contrary to NCAA legislation.

Admonishments – In response to the failure to adhere to institutional policies concerning the payments for expenses for a family member accompanying the team on a road trip (as described in Finding B-4), the director of athletics met with the associate athletic director for finance, the associate athletic director for development, the associate athletic director for external affairs, and the travel coordinator. In that meeting, the director of athletics made it clear that the problems that had arisen with travel were unacceptable and were the fault of everyone. He stated categorically that all applicable policies would be revised to ensure that this never happens again and that everyone would strictly follow the policies.

Student-Athlete Eligibility – In response to the violations detailed in Finding B-1, the two women's golf student-athletes with eligibility remaining who had received impermissible benefits were immediately declared ineligible. The institution determined that reinstatement was warranted in each case and processed eligibility restoration requests through the NCAA student-athlete reinstatement process. Each of the young women contributed to charity an amount equal to the value of the benefits she received, and her eligibility was reinstated.