

## CASE SUMMARY

### **Academic integrity violations occurred at Memphis**

*Former academic counselor paid softball student-athletes to complete coursework for men's basketball student-athlete*

Academic integrity violations occurred at Memphis when former academic counselor Leslie Brooks paid two softball student-athletes to complete coursework for and provide test or quiz answers to a men's basketball student-athlete, according to an agreement approved by the Division I Committee on Infractions. As a result of the violations, three student-athletes competed in 20 contests while ineligible.

Specifically, the enforcement staff and school agreed that the violations in this case occurred when Brooks asked two softball student-athletes to assist a men's basketball student-athlete with coursework for classes they had in common and said she would pay the student-athletes for supporting him. The first softball student-athlete went on to complete three assignments for the men's basketball student-athlete and was paid \$150. The second softball student-athlete provided the answers to five tests and four quizzes to Brooks, plus the answers to an additional two tests and one quiz directly to the men's basketball student-athlete. She was paid \$400 by Brooks.

As a result of the academic integrity violations, the two softball student-athletes and men's basketball student-athlete competed in 20 contests and received actual and necessary expenses while ineligible.

Following her separation from Memphis, Brooks failed to cooperate with the NCAA investigation when she refused an interview with the enforcement staff.

The parties agreed that the violations were classified as Level I-Mitigated for the school and Level I-Aggravated for Brooks.

The following penalties apply:

- Two years of probation.
- A \$30,000 fine, plus 1% of the combined men's basketball and softball budgets.
- A 10-year show-cause order for Brooks. If employed by an NCAA member school during that time, she will be prohibited from participating in any athletically related activities during the show-cause period.
- Vacation of records for all contests in which student-athletes competed while ineligible.

Members of the Committee on Infractions are drawn from the NCAA membership and public. The panel members who reviewed this case are:

- Joshua Gordon, faculty athletics representative at Oregon.
- Jason Leonard, executive director of athletics compliance at Oklahoma and chief hearing officer for the panel.
- Kay Norton, president emerita at Northern Colorado.

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### **I. CASE SYNOPSIS**

The University of Memphis and NCAA enforcement staff agree with the violations and penalties detailed below.

The institution hired Leslie Brooks (Brooks) in August 2023 as an academic advisor for several sports, including men's basketball and softball. In this role, she served as advisor to a fifth-year men's basketball student-athlete (Student-Athlete 1) and two softball student-athletes (Student-Athletes 2 and 3). From January 25 through February 18, 2024, Brooks arranged for Student-Athletes 2 and 3 to provide Student-Athlete 1 with completed assignments and answers to tests and quizzes for courses they had in common. Specifically, Student-Athletes 1 and 2 were enrolled in Intro to Theater (THEA 1030) and Student-Athletes 1 and 3 were enrolled in Health/Sport Terminology (HMSE 2000). While hesitant, Student-Athletes 2 and 3 agreed to provide the coursework because Brooks mentioned they would be paid. Brooks originally told Student-Athletes 2 and 3 that Student-Athlete 1 would pay them for the completed coursework; however, text records support that Brooks supplied the payments via her personal Apple Pay account. From January 25 through 31, Student-Athlete 2 provided Brooks three completed assignments and received \$150 via Apple Pay. However, because she believed Brooks did not adequately compensate her, Student-Athlete 2 stopped providing completed coursework at the end of January 2024. From January 25 through February 18, Student-Athlete 3 provided Brooks answers to seven tests and five quizzes and received \$400 via Apple Pay.

In February 2024, a softball athletic trainer overheard several softball student-athletes discussing possible academic integrity issues regarding Brooks while traveling to an away tournament. Later, a separate softball student-athlete reported to the same athletic trainer and the then head softball coach that Brooks requested completed academic work from several softball student-athletes. The then head softball coach reported the potential violations to the then deputy director of athletics and senior woman's administrator. The institution began an internal investigation.

During its investigation, the institution interviewed several individuals from the academic, softball and men's basketball staffs, including Brooks. During her interview, Brooks confirmed she solicited and paid Student-Athletes 2 and 3 to provide academic coursework on behalf of Student-Athlete 1. She claimed Student-Athlete 1 needed help with his courses and she felt sorry for him; however, she acknowledged she knew this was contrary to NCAA rules. The institution determined that no other student-athletes or staff were involved in the violations. The institution adjudicated the academic integrity issues through its institutional academic review process and

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<sup>1</sup> In reviewing this agreement, the hearing panel made editorial revisions pursuant to NCAA Division I Committee on Infractions (COI) Internal Operating Procedure (IOP) 4-7-1-2. These modifications did not affect the substance of the agreement.

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determined that the three student-athletes violated the institution's academic integrity policy. Each received institutional sanctions pursuant to the academic review process.

After the institution completed its internal investigation, the enforcement staff began a collaborative investigation April 2, 2024. The enforcement staff interviewed key individuals including the involved student-athletes, the athletic trainer and the then-head softball coach. While Brooks answered calls and emails from the enforcement staff, she did not agree to requests for an interview. She also failed to respond to enforcement staff communications regarding the processing and resolution of this matter, thus making her a non-participating party.

## II. PARTIES' AGREEMENTS

### A. Agreed-upon findings of fact, violations of NCAA legislation and violation levels.

1. [NCAA Division I Manual Bylaws 10.01.1, 10.1, 10.1-(a), 12.11.1, 14.9.4.2-(b), 14.9.4.3-(a) and 16.11.2.1 (2023-24)] (Level I)

The institution and enforcement staff agree that between January 25 through February 18, 2024, Brooks committed unethical conduct and academic integrity violations, and provided impermissible benefits when she arranged for two softball student-athletes to provide her and/or a men's basketball student-athlete (Student-Athlete 1) with completed academic assignments and answers to tests and quizzes so Student-Athlete 1 could submit the coursework as his own. In exchange for the complete coursework, Brooks provided the two softball student-athletes (Student-Athletes 2 and 3) with monetary payments. As a result of the academic integrity violations, three student-athletes competed in 20 contests while ineligible. Specifically:

- a. From January 25 through January 31, 2024, Brooks asked Student-Athlete 2 to send her three completed assignments for an Intro to Theatre course. Once received, Brooks gave \$150 to Student-Athlete 2 and provided the assignments to Student-Athlete 1, who submitted them as his own work. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 14.9.4.2-(b), 14.9.4.3-(a) and 16.11.2.1 (2023-24)]
- b. From January 25 through February 18, 2024, Brooks asked Student-Athlete 3 to send her answers to five tests and four quizzes for a Health/Sport Terminology course. Brooks also told Student-Athlete 3 to send the answers to two tests and one quiz directly to Student-Athlete 1. Once received, Brooks gave \$400 to Student-Athlete 3 and provided the answers to Student-Athlete 1, who submitted them as his own work. [NCAA Bylaws 10.01.1, 10.1, 10.1-(a), 14.9.4.2-(b), 14.9.4.3-(a) and 16.11.2.1 (2023-24)]

**B. Post-separation findings of fact, violations of NCAA legislation and violation levels.<sup>2</sup>**

1. [NCAA Division I Manual Bylaws 19.2.1, 19.2.1-(d), 19.2.2, 19.2.2-(a) and 19.2.2-(b) (2024-25)] (Level I)

Beginning August 14, 2024, and continuing to the present, Brooks failed to cooperate with the enforcement staff when she refused to participate in an interview despite several requests from the enforcement staff.

**C. Agreed-upon aggravating and mitigating factors.**

Pursuant to Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution and Level I – Aggravated for Brooks.

**Institution:**

1. Aggravating factors (Bylaw 19.12.3.1).
  - (a) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
  - (b) One or more violations caused ineligible competition [Bylaw 19.12.3.1-(f)].
  - (c) Intentional, willful or blatant disregard for NCAA bylaws by a person with institutionally derived authority [Bylaw 19.12.3.1-(i)].
2. Mitigating factors (Bylaw 19.12.4.1).
  - (a) Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].
  - (b) Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
  - (c) Affirmative steps to expedite final resolution of the matter, including a timely submission of a negotiated resolution pursuant to Bylaw 19.10 [Bylaw 19.12.4.1-(d)].

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<sup>2</sup> The post-separation violations occurred while Brooks, who is not participating in the case, was not employed at the institution and do not attach to the institution.

- (d) An established history of self-reporting Level III violations [Bylaw 19.12.4.1-(e)].<sup>3</sup>

**Involved Individual (Brooks):**

1. Aggravating factors (Bylaw 19.12.3.2).

- (a) Multiple Level I and/or Level II violations [Bylaw 19.12.3.2-(a)].
- (b) Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
- (c) One or more violations caused ineligible competition [Bylaw 19.12.3.2-(e)].
- (d) Conduct or circumstances demonstrating abuse of a position of trust [Bylaw 19.12.3.2-(f)].
- (e) Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].

2. Mitigating factor (Bylaw 19.12.4.2).

The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.12.4.2-(e)].

**III. REVIEW OF OTHER ISSUES**

On June 21, 2023, the NCAA Division I Committee on Infractions released an infractions report that detailed two men’s basketball coaches who committed recruiting violations when they participated in two impermissible in-home visits with a prospective student-athlete during his junior year of high school. Because of his personal involvement in the violations and failure to monitor his staff, the men’s basketball head coach also violated head coach responsibility rules. Therefore, the mitigating factor “absence of prior conclusions of Level I, Level II or major violations within the past 10 years” [Bylaw 19.12.4.1-(g)] does not apply, and the institution is considered a repeat violator pursuant to Bylaw 19.12.6. The enforcement staff does not believe the facts warrant a departure upward from the core penalties in Figure 19-1 pursuant to Bylaw 19.12.8 as the circumstances of the violations, involved individuals and bylaws violated are not the same

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<sup>3</sup> The institution self-reported 74 Level III violations from January 2020 through January 2025, approximately 15 violations each year.

or related. Additionally, the facts do not warrant an upward departure from the core penalties due to the institutions' efforts to address and investigate the underlying issues and the absence of a failure to monitor or lack of institutional control.

#### **IV. PARTIES' AGREED-UPON PENALTIES<sup>4</sup>**

All penalties agreed upon in this case are independent and supplemental to any action that has been or may be taken by the NCAA Division I Committee on Academics through its assessment of postseason ineligibility, historical penalties or other penalties.

Pursuant to Bylaw 19.10.3-(e), the parties agree to the following penalties:

##### **Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.7)**

1. Probation: Two years of probation from **July 16, 2025**, through **July 15, 2027**.
2. Financial penalty: The institution shall pay a fine of \$30,000 plus 1% of the men's basketball and softball total budget for sports programs.

##### **Core Penalties for Level I – Aggravated Violations (Bylaw 19.12.7)**

3. Show-cause order: Brooks was involved in the arrangement and planning of academic misconduct involving three student-athletes. Further, Brooks failed to cooperate in this case. Therefore, Brooks shall be subject to a ten-year show-cause order from **July 16, 2025**, through **July 15, 2035**. In accordance with Bylaw 19.12.7.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall restrict Brooks from all athletically related activity during the show-cause period. If Brooks becomes employed by an institution in an athletically related position during the ten-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

##### **Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.9)**

4. Public reprimand and censure through the release of the negotiated resolution agreement.

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<sup>4</sup> All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

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5. Vacation of team and individual records: Ineligible participation in the men's basketball program occurred from January 25 through February 18, 2024, as a result of violations in this case.<sup>5</sup> Therefore, pursuant to Bylaws 19.12.9-(g) and 31.2.2.3 and Committee on Infractions IOP 5-15-9, the institution shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes competed from the time they became ineligible through the time they were reinstated as eligible for competition. Further, if the ineligible student-athletes participated in NCAA postseason competition at any time they were ineligible, the institution's participation in the postseason contests in which the ineligible competition occurred shall be vacated. The individual records of the ineligible student-athletes shall also be vacated. However, the individual finishes and any awards for all eligible student-athletes shall be retained. Further, the institution's records regarding the affected sport program, as well as the records of the head coach, shall reflect the vacated records and be recorded in all publications in which such records are reported, including, but not limited to, institutional media guides, recruiting material, electronic and digital media plus institutional, conference and NCAA archives. Any institution that may subsequently hire the affected head coach shall similarly reflect the vacated wins in his career records documented in media guides and other publications cited above. Head coaches with vacated wins on their records may not count the vacated wins toward specific honors or victory "milestones" such as 100th, 200th or 500th career victories. Any public reference to the vacated records shall be removed from the athletics department stationery, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in the affected sport program shall be returned to the Association.

Finally, to aid in accurately reflecting all institutional and student-athlete vacations, statistics and records in official NCAA publications and archives, the sports information director (or other designee as assigned by the director of athletics) must contact the NCAA media coordination and statistics office and appropriate conference officials to identify the specific student-athletes and contests impacted by the penalties. In addition, the institution must provide the media coordination and statistics office with a written report detailing those discussions. This written report will be maintained in the permanent files of the media coordination and statistics office. The written report must be delivered to the office no later than 14 days following the release of this decision or, if the institution appeals the vacation penalty, at the conclusion of the appeals process. A copy of the written report shall also be delivered to the OCOI at the same time.

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<sup>5</sup> Vacation of wins and records applies to all wins and ties in which ineligible or uncertified student-athletes competed from the time they became ineligible or were not certified until they were reinstated or properly certified. *See* COI Internal Operating Procedure 5-15-9. In this case, although two softball student-athletes competed while ineligible, no outcomes from those contests required vacation.

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6. During this period of probation, the institution shall:
  - a. Continue to develop and implement a comprehensive educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for academic integrity legislation.
  - b. Submit a preliminary report to the OCOI by **September 1, 2025**, setting forth a schedule for establishing this compliance and educational program.
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by **May 31<sup>st</sup>** during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to academic integrity.
  - d. Inform prospects in the men's basketball and softball programs in writing that the institution is on probation for two years and detail the violations committed. If a prospect takes an official paid visit, the information regarding violations, penalties and terms of probation must be provided in advance of the visit. Otherwise, the information must be provided before a prospect signs the institution's written offer of admission and/or financial aid.
  - e. Publicize specific and understandable information concerning the nature of the infractions by providing, at a minimum, a statement to include the types of violations and the affected sport programs and a direct, conspicuous link to the public infractions decision located on the athletics department's main website "landing page" and in the media guides for the men's basketball and softball programs. Permissible website posting locations include the main navigation menu or a sidebar menu. The link may not be housed under a drop-down menu. Further, the link to the posting (i.e., the icon or the text) must be titled "NCAA Infractions Case." With regard to the content of the posting, the institution's statement must: (i) clearly describe the infractions; (ii) include the length of the probationary period associated with the case; and (iii) give members of the general public a clear indication of what happened in the case to allow the public (particularly prospects and their families) to make informed, knowledgeable decisions. A statement that refers only to the probationary period with nothing more is not sufficient.
7. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's president shall provide a letter to the Committee on Infractions affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

**V. PARTIES TO THE CASE**

**A. Party to negotiated resolution.**

The institution and enforcement staff.

**B. Not participating in the case.**

Brooks.

**VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that, pursuant to Bylaw 19.1.2, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution and Level I – Aggravated for Brooks.

If a hearing panel approves the negotiated resolution, the institution agrees that it will take every precaution to ensure that the terms of the penalties are observed. The institution acknowledges that they have or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaws 19.12.7, 19.12.8, 19.12.9 and 19.12.10. The OCOI will monitor the penalties during their effective periods. Any action by the institution or Brooks contrary to the terms of any of the penalties or any additional violations may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations.

The parties acknowledge that this negotiated resolution may be voidable by the Committee on Infractions if any of the parties were aware or become aware of information that materially alters the factual information on which this negotiated resolution is based.

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The parties further acknowledge that the hearing panel, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the hearing panel reject the negotiated resolution, the parties understand that the hearing panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

Should a hearing panel approve the negotiated resolution, the parties agree that they waive NCAA hearing and appellate opportunities.

### **VII. DIVISION I COMMITTEE ON INFRACTIONS APPROVAL**

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the participating parties classified this case as Level I-Mitigated for the institution and Level I-Aggravated for Brooks. The agreed-upon and uncontested penalties align with the ranges identified for core penalties for Level I-Mitigated and Level I-Aggravated cases in Figure 19-1 and Bylaw 19.12.7 and the additional penalties available under Bylaw 19.12.9. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises the institution and Brooks that they should take every precaution to ensure that they observe the terms of the penalties. The COI will monitor the institution while it is on probation to ensure compliance with the penalties and terms of probation and may extend the probationary period, among other action, if the institution does not comply or commits additional violations. Likewise, any action by the institution and/or Brooks contrary to the terms of any of the penalties or any additional violations shall be considered grounds for prescribing more severe penalties and/or may result in additional allegations and violations.

NCAA COMMITTEE ON INFRACTIONS PANEL

Joshua Gordon

Jason Leonard, chief hearing officer

Kay Norton

**APPENDIX**

**UNIVERSITY OF MEMPHIS' CORRECTIVE ACTIONS**

1. Required participation in the N4A program review during the 2025-26 academic year.
2. Required participation in the N4A academic integrity review during the 2025-26 academic year.
3. Rules training on academic integrity for all coaches during the 2025-26 and 2026-27 academic years.
4. Rules training on academic integrity for all student-athletes during the 2025-26 and 2026-27 academic years. The men's basketball team will receive academic integrity rules education twice per year during the 2025-26 and 2026-27 academic years.
5. Mandatory attendance at the NCAA Regional Rules Seminar for all athletic academic advisors and the director of athletic academic services during either the 2025-26 or 2026-27 academic years.