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**SELF-REPORT OF NCAA SECONDARY VIOLATION**

PRESIDENT'S OFFICE



Institution: Eastern Washington University

Sport: Men's Basketball

Rule(s) Involved: NCAA: Bylaw 16.02.3, 16.11.2.1, 15.5.4.1

Conference: Big Sky Conference

Date/Location of Violation: Summer 2006/Eastern Washington University

Involved Individual(s) (including student-athletes or prospects):

Mr. Mike Burns, Men's Head Basketball Coach, Mr. Dennis Humphrey, Men's Basketball Administrative Assistant (volunteer) and Mr. Rhett Humphrey, Men's Basketball Student Athlete.

**Level 1 (report immediately)**

Eligibility of involved student-athletes / prospective student-athletes affected

**Level 2 (report annually)**

De minimis (does not affect student-athlete's eligibility)

Restitution (student-athlete's eligibility reinstated upon repayment of the value of the impermissible benefit to a charity, but need not go through the reinstatement process)

Facts of the Case (Attach all necessary documentation):

**What occurred:**

During summer 2006, EWU basketball camps operated by Coach Mike Burns, EWU head men's basketball coach, Mr. Dennis Humphrey was paid \$7,000 for serving as a camp coach for the summer's basketball camp. Mr. Humphrey is the father of one of EWU's men's basketball players (scholarship athlete first year/walk-on the second). In previous summer basketball camps, prior to son's athletic participation, Mr. Humphrey had been paid \$1,000 per summer for performing similar responsibilities. After an investigation conducted by Ms Karen Harwood, M.A., J.D., a consultant from outside the university retained by the interim athletic director, it was concluded that "the facts in this case clearly suggest that something may have been amiss." "It is clear that there was some type of arrangement that served to benefit the Humphrey family..." However the outside consultant was "unable to ascertain by a preponderance of the evidence that Coach Burns intended to award a de facto scholarship to Rhett Humphrey". However, given the circumstances and appearance to our institution that the amount being promised to Mr. Humphrey so closely resembles a full scholarship and/or an extra benefit we are taking steps to avoid similar future activities and taking the strong actions listed in the self-imposed actions section of the report. It is also asserted in the report, but unsubstantiated, that associate athletic directors Ms. Pam Parks and Mr. Mike Allen were privy to select elements of what transpired.

**Reason(s) for violation (include any mitigating factors and how the violation was discovered:**

The violation occurred because Coach Burns provided an extra benefit to Mr. Humphrey, the father of a once-scholarship athlete and at-the-time current men's basketball player. Coach Burns paid Mr. Humphrey \$6,000 more for the summer 2006 basketball camp than he had provided Mr. Humphrey in the previous summer basketball camps for the same duties that Mr. Humphrey performed each year. Coach Burns has stated, as indicated in the attached report, that he was providing additional compensation to Mr. Humphrey to make up for money he had not been able to provide in the past. In the consultants report, it was determined this may or may not have been the case. The violation was originally discovered when Mr. Humphrey approached former athletic director, Dr. Darren Hamilton in December, 2006 to discuss the camp payment arrangement. Interim athletic director, Mr. Michael Westfall pursued formal investigation into the violation due to no report being located nor filed by the former athletic director.

**Statement indicating whether the institution is seeking reinstatement of eligibility (include names):**

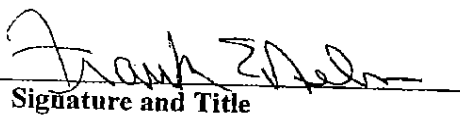
There are no eligibility issues in this case as the son of the father receiving the extra benefit has exhausted eligibility.

**Institutions response (including self-imposed sanctions or disciplinary action(s)):**

EWU is self-imposing six (6) actions as a direct response to this violation report:

- (1) The institution is requesting that Mr. Dennis Humphrey pay back the amount of \$6,000, the difference between what he received for the 2006 summer basketball camp (\$7,000) and previous annual camps he worked (\$1,000)
- (2) EWU will reduce the number of men's basketball scholarships from 13 to 12 during the 2007-2008 and 2008-2009 basketball seasons
- (3) EWU will hire a full time camp coordinator who will oversee all athletic camps and the process by which it reimburses all athletic camp employees
- (4) EWU will issue standard contracts for all athletic camp employees that specifies all duties expected of those employees with standardized specific terms and compensation of duties performed
- (5) Letters of expectation will be given to associate athletic directors, Ms. Pam Parks and Mr. Mike Allen regarding oversight responsibilities of day-to-day operations, particularly as it pertains to compliance issues
- (6) Educational sessions will be administered by the compliance officer to all coaches, associate athletic director Pam Parks, and associate athletic director Mike Allen regarding the operations and conduct of future athletic camps; in addition, associate athletic directors will be required to attend select NCAA compliance conferences as they are offered

*Please note that Mike Burns, was terminated from his position as Men's Head Basketball Coach via a "termination for convenience" clause in his contract and is no longer employed by the University*

 , FAR  
Signature and Title

5/30/07  
Date

Subject: Dr. Rodolfo Arévalo, President  
Mr. Michael Westfall, Interim Athletic Director  
Ms. Jaynee Nadolski, Assistant Commissioner/Director of Compliance  
Big Sky Conference

Attachment: Investigative Report by Karen Harwood, M.A., J. D.  
Investigative Response Statement from Mr. Mike Burns, Men's Head Basketball Coach  
Investigative Response Statement from Ms. Pamela Parks, Associate A.D./SWA  
Investigative Response Statement from Mr. Mike Allen, Associate A.D.

**INVESTIGATION REPORT**  
**for**  
**ALLEGED NCAA VIOLATION**  
**CONCERNING THE NUMBER OF BASKETBALL SCHOLARSHIPS**  
**AT EASTERN WASHINGTON UNIVERSITY**  
**DURING THE 2006 – 2007 ACADEMIC YEAR**

**Prepared by:**

**Karen E. Harwood. M.A., J.D.**  
**Investigator**

**May 10, 2007**

## INTRODUCTION

This document is the report on the investigation of a purported violation of NCAA Bylaws 10.1 and 15.5.4.1 by the Eastern Washington University (hereinafter, EWU) Basketball Program. Concern was raised during December 2006 that the head basketball coach Mike Burns had entered into an agreement with Dennis Humphrey, the father of a non-scholarship player, to provide extra compensation for summer coaching done by the father in lieu of providing a scholarship to the son.

The University initially investigated these charges in December 2006. At that time Athletic Director Darren Hamilton, NCAA Compliance Coordinator Frank Nelson, and Associate to the President of the University Laurie Connelly met with the relevant parties and determined that there was insufficient evidence to conclude that any violation of the NCAA Bylaws had occurred. Under University procedures Dr. Nelson, as the NCAA Compliance Coordinator, would have normally conducted the investigation and written up the report of the outcome. However, in this case the Athletic Director handled everything himself. Subsequently, Hamilton left the University without making any written report on this matter available to anyone at EWU.

During March 2007, Interim Athletic Director Mike Westfall met with Dennis Humphrey and was told in passing about this situation. Westfall was concerned about this matter and the fact that no formal resolution had occurred, so it was decided to employ an outside independent investigator to look at the issues anew. This investigation was begun on April 6, 2007.

## RELEVANT PROVISIONS

The allegations concern purported violations of the NCAA Bylaws governing the number of scholarships that may be offered to members of the men's basketball team. Following are the relevant sections:

### 10.1 UNETHICAL CONDUCT

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member (e.g., coach, professor, tutor, teaching assistant, student manager, student trainer) may include, but is not limited to, the following:

- (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid;

**15.5.4.1 Men's Basketball.** There shall be a limit of 13 on the total number of counters in men's basketball at each institution.

**16.02.3 Extra Benefit.** An extra benefit is any special arrangement by an institutional employee or a representative of the institution's athletics interests to provide a student-athlete or the student-athlete's relative or friend a benefit not expressly authorized by NCAA legislation. Receipt of a benefit by student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's students or their relatives or friends or to a particular segment of the student body . . . determined on a basis unrelated to athletics ability.

### **16.12.2 Nonpermissible**

**16.12.2.1 General Rule.** The student-athlete shall not receive any extra benefit. The term "extra benefit" refers to any special arrangement by an institutional employee or representative of the institution's athletics interests to provide the student-athlete or his or her relatives or friends with a benefit not expressly authorized by NCAA legislation.

## **INVESTIGATIVE PROCESS**

The purpose of this investigation is to determine whether evidence exists to support the allegation that Eastern Washington University Head Basketball Coach Mike Burns offered compensation to the father of a player in lieu of a scholarship for the 2006-2007 academic year thereby violating NCAA Bylaws 10.1 and 15.5.4.1 by exceeding the maximum number of scholarships that may be given during any one year. In making findings of fact, I have used the "preponderance of evidence" standard normally used in investigations of this type.

The investigative process included:

1. Interviews with Mike Burns, Head Basketball Coach for EWU.
2. Interviews with Michael J. Westfall, EWU Vice President for Advancement and Interim Athletic Director.
3. Interviews with Denny Humphrey, father of EWU basketball player Rhett Humphrey and a summer basketball coach whose 2006 compensation is the subject of this investigation.
4. Interviews with Rhett Humphrey, EWU basketball player during the 2005-06 and 2006-07 academic years whose father's compensation is the subject of this investigation.

5. Interviews with Michael Allen, Associate Athletic Director for Business Operations.
6. Interviews with Pam Parks, Associate Athletic Director for Internal Operations and Interim Athletic Director during spring and summer 2006.
7. An interview with Laurie Flinn Connelly, Associate to the President of EWU, who participated in the original investigation of the alleged violation.
8. An interview with Dr. Frank Nelson, NCAA Compliance Coordinator for EWU, who participated in the original investigation of the alleged violation.
9. Review of the documents concerning the allegation.
10. Review of payroll records for coaches compensated as EWU regular or temporary employees for summer basketball camps from 2001 through 2006.

#### FACTUAL BACKGROUND

Denny Humphrey is a former Cheney High School basketball coach and a long-time supporter of EWU basketball. He retired from teaching in 2002 and began volunteering as an administrative assistant with the men's basketball program that same year. He continued in this capacity until December 2006 when he quit volunteering, citing substantial disagreements with the coaching staff concerning the manner in which the team was managed. During the summers of 2003 through 2006, inclusive, Humphrey also coached for two weeks each year in EWU sponsored summer basketball camps. During the first three years he was paid \$1000 per year and, in 2006, he was paid \$7000. See Attachment A for payment records.

At the end of the 2004-2005 academic year, Humphrey's son Rhett<sup>1</sup> decided to transfer to EWU from Wenatchee Valley College (a two-year school) where he had been playing basketball. Although Rhett had not been recruited by EWU nor by any other Division 1 basketball program, Coach Mike Burns (who had seen Rhett play in the past) told him he could walk on for the 2005-2006 season. Originally it was thought that Rhett would not be given much playing time and might not even get to travel with the team. However, he performed better than expected during the preseason and, when one of the scholarship players became ineligible, Burns offered Rhett a scholarship for the 2005-

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<sup>1</sup> Throughout this report I will refer to Denny Humphrey as "Humphrey" and Rhett Humphrey as "Rhett." In doing this I am not demonstrating a lack of respect for the son, but, rather, am just using this method for efficiency and to avoid the confusion that would occur if I were to refer to both by their last name.

2006 year.

Burns wanted to make it clear that this scholarship was for one year only, so he had Rhett and his father sign an agreement which memorialized this fact. Further, it required that Rhett walk on during the 2006-2007 season without a scholarship and continue to be enrolled full-time in school. See Attachment B. Coach Burns stated that he was willing to do this because Rhett was a good student who was making satisfactory progress towards his degree and, as such, would help the University's Academic Progress Rating with the NCAA.

During the 2005-2006 basketball season Rhett played in thirty games, averaging 16.1 minutes per game. The consensus of opinion appears to be that Rhett's performance exceeded expectations during that season and that he was one of the hardest working players on the team that year. See Attachment C for his statistics over the two seasons that he played at EWU. Humphrey continued to work with the team and traveled at his own expense to the away games<sup>2</sup>. This was the first season in which he had accompanied the team to a significant number of away games.

According to Rhett, two or three weeks after the end of basketball season in 2006, he met with Burns who told him that his scholarship was going to be renewed for the next year. Then, later in the spring, they met again and Burns advised Rhett that he was going to need to use the scholarship for another player. However, Rhett asserts that Burns told him since Humphrey was a summer coach he was in a unique position to be compensated in another way. Rhett doesn't remember a specific amount being mentioned but believed it would be enough to cover his educational expenses<sup>3</sup>. Humphrey also relates having a similar conversation with Burns. Both Humphrey and Rhett state that they were offered \$13,000 for Rhett's education to be paid in two installments, \$7000 in summer of 2006 and a similar amount in summer of 2007 (as payment for coaching in basketball camp); these amounts were to be in addition to the \$1000 that Humphrey was normally paid for this work. See Attachments D and E for their signed statements.

Humphrey states he was unsure about the legitimacy of the offer so he stopped by then Interim Athletic Director Pam Parks' office and asked her if this "money deal with Rhett is on the up and up." He reports that she said that if Burns did what he said he was going to do, it would be okay. A few days later, Humphrey says he stopped back by Parks' office and again asked her about the arrangement; and she again told him it was okay. Humphrey does admit that he had just dropped into her office without an appointment

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<sup>2</sup> This is a practice that he continued during the 2006-2007 season up until he stopped volunteering with the team in December 2006.

<sup>3</sup> EWU estimated the direct costs of attendance for 2006-2007 to be \$12,174 (\$4,695 for tuition, \$930 for books and supplies, and \$6,549 for room and board). See Attachment F.

and that these were short conversations. Parks states that she does not remember anything about either one of these discussions and wonders if he caught her in the middle of something. She does remember speaking with Humphrey at least three times over the past couple of years about concerns he had with the way Burns was managing the team, however, she remembers nothing said about any type of financial arrangement concerning Rhett during these conversations.

Burns, however, adamantly denies that he made the statements attributed to him. Rather, he says that he told Humphrey that he would be able to provide some additional compensation during the summer to help him out since he had worked with the camps for so long without much pay and had traveled with the team during the preceding season, spending his own money to do so. Burns further asserts that he was able to increase Humphrey's compensation in this manner in 2006 because Coach Brandon Rinta was leaving the University thereby freeing up funds for use for another coach<sup>4</sup>.

Further, Burns denies ever offering Rhett a scholarship for the 2006-2007 school year. He remembers meeting with Rhett shortly after the basketball season ended and being very positive about Rhett's performance both on the court and in school. But, knowing as he did that they already had a one-year-only agreement in place, he says there was no way that he would have made that offer. Further, Burns says that he never would have discussed with Rhett any financial arrangements he'd made with Humphrey.

Although the parties disagree as to the actual terms of the arrangement, Humphrey again coached in the 2006 summer basketball camps for which he was paid \$7000. There was a delay in receiving payment after summer camp was over caused by a change in procedures at the University. In the past Humphrey had been hired as an independent contractor on a Memorandum of Agreement, but in 2006 it was decided that he should be treated as a temporary employee which required different paperwork. This problem was eventually resolved with the assistance of Associate Athletic Director Mike Allen, and Humphrey was issued a check on October 13, 2006.

### ISSUE REVIEWED IN THIS INVESTIGATION

As I reviewed the documents and testimony in this matter, I narrowed the issues presented to the following:

**Did Coach Mike Burns and the EWU Basketball Program violate NCAA Bylaws 10.1 and 15.5.4.1 (governing the maximum number of scholarships that can be given players during any one year) by significantly increasing the payment made in compensation to the father of a non-scholarship**

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<sup>4</sup> Rinta received significant compensation from the summer basketball camps over the relevant years. He was paid \$13,200 in 2003, \$11,000 in 2004, and \$8,500 in 2005. See Attachment G.

player for work done during EWU sponsored summer basketball camps?

### FINDINGS OF FACT AND CONCLUSIONS

Following are my findings of fact and the conclusions I have reached as a result of my interviews and review of documents.

1. Denny Humphrey has worked for the past four summers as a coach for the EWU summer basketball camp. Each year he worked a total of two weeks for two different camps. Over the years, his duties have remained the same. During the first three years (2003, 2004, and 2005) he was paid \$1000 each year. In 2006, however, he was paid \$7000.
2. Head coaches oversee the summer athletics camps in their sport and have a great deal of discretion in determining how much to pay the coaches. Further, rates of pay vary widely among coaches and can fluctuate significantly from year to year. See Attachment G showing rates of pay for coaches during the years 2001 through 2006.
3. There is evidence to suggest that there had been at least some discussion of additional funds being paid to Humphrey for summer camp during 2007. Humphrey is adamant that he was promised an additional \$7,000 for work during that time. He asserts that it was to compensate for the second half of Rhett's 2006-2007 college expenses. However, Burns is equally adamant that he did not promise that amount. He points out that he could not promise a specific amount since the actual amount any of the coaches are paid is not finally determined until all final registrations are in during early summer.

However, the fact that an exact dollar amount may not have been agreed upon does not mean that an expectation of payment was not established in Humphrey's mind. Records show that revenues have been strong for the basketball camps recently with contract coaches earning nearly \$125,000 over the past six years. See Attachment G. It would not have been inconceivable for Burns to have assumed that there would have been sufficient revenue to increase Humphrey's pay over the \$1000 he had traditionally been paid, especially since coaches have a great deal of discretion in deciding how to compensate summer camp employees.

A conversation between Mike Allen and Burns provides further evidence that Burns had discussed compensation for the 2007 camp with Humphrey. During late November 2006 Humphrey ran into Allen at a basketball game and told Allen that Burns had promised a sum for 2007 that was similar to what he was paid in 2006. To confirm this arrangement, Allen then asked Burns if he had promised Humphrey money from the 2007 camp. Burns told him that if Humphrey carried

out the same duties, he'd get the same pay.

4. Taken together the compensation received by Humphrey in 2006 plus the amount he says was promised for 2007 equal the approximate cost for one year's tuition, books and room and board at EWU (\$12,174). See Attachment F.
5. The scholarship that was given to Rhett during the 2005-2006 academic year not only benefitted him but also benefitted the University in that his satisfactory academic progress helped the University's Academic Progress Rating. That this was a motivation in the awarding of this scholarship can be seen by Provisions of the agreement "IIb" ("Student agrees to enroll at University as a full-time student for the 2006-2007 academic year . . .") and "IIIa" ("If student fails to abide by the conditions set forth in section II above, Student is liable for all costs associated with tuition, room and board for the 2005-2006 academic year. . .").

Neither Rhett nor his father understood why the above language was in the contract. However, Burns had intentionally included these terms to assure that Rhett was motivated to graduate in 2007. Indeed, if the intent of the Coach was just to benefit Rhett he wouldn't have needed such language dealing with a second year. But Burns wanted to make sure that Rhett remained in school and completed his degree, so that the goal to positively impact the APR would succeed.

6. It seems clear to me that the Humphrey family intended all along that the additional compensation for the summer camp would be used for Rhett's college expenses. Throughout my conversations with Humphrey he referred to the \$6000 additional pay as "Rhett's money." His intent was also demonstrated in our interview when Humphrey stated that, although he was told by Burns at one point that he could use the money in any way that he wanted, "he wouldn't do that" with Rhett's money.

Further, it seems that Humphrey told others at EWU that he intended to use the additional compensation to fund Rhett's education. For example, he reiterated this intent in October when he spoke with Allen about the fact that his summer camp payment check had not yet arrived. Fall classes had already started and Humphrey told Allen that Rhett had not yet paid his tuition as they were awaiting the check. Although Humphrey didn't at any time refer to the outstanding money as a "scholarship," he did ask Allen if the University could issue \$1000 to him and apply the rest to Rhett's tuition and costs. Allen told him that EWU couldn't do that, but, rather, that it was up to Humphrey to divide the check in whatever manner he chose. Allen subsequently looked into the matter and actually contacted the student accounts office to make sure that no late charges would be levied and assure them a check would be issued shortly from the institution.

However, knowledge that Humphrey intended to use the money in a certain way

does not necessarily establish that Burns had offered the compensation in lieu of a scholarship. Indeed, Burns contends that throughout his conversations he told Humphrey that the family could use the money in any way that they wanted (see above where Humphrey confirms this statement).

Additionally, it appears that Humphrey was not always consistent in his characterization of the disputed funds as a "scholarship." See, for example, the discussion cited above with Mike Allen. In addition, Frank Nelson reported that when they initially spoke about this situation in December 2006 Humphrey didn't refer to the money as a "scholarship." Nelson remembers asking if Humphrey believed the money to be a "scholarship" to which Humphrey replied, "I don't know about a 'scholarship,' I just know about getting paid for summer." However, Nelson recalls that as the investigation progressed Humphrey began referring to the compensation as a "scholarship."

During my interviews with him, Humphrey consistently called the funds either "Rhett's money" or a "scholarship." However, he did say that Burns hadn't specifically offered Rhett a scholarship but, rather, said that "there would be other money available for you" through the summer camps. He also demonstrated to me that there may have been a different understanding of the nature of the funds when he told me that Burns had told him (when they were first discussing the 2006 summer camp) that "he (Burns) could do what he wanted with the camp money so long as it wasn't used for a scholarship." (Emphasis is mine.)

Burns contends that he has consistently typified the money as "wages." He has says that he just "wanted to help Denny out" by increasing his pay. Indeed, Humphrey reported in my interviews with him that in December, right before the initial investigation of this matter began, Burns stopped by his house to tell him about the investigation and said, "Coach, don't you remember all of this was going to be wages?" Humphrey states that he responded, "You never talked to me about wages." This explanation is susceptible to two interpretations: of course, it can be seen as an attempt by Burns to get Humphrey to support his position; but, it can also be seen as an expression of the different understanding that the two of them had all along.

Finally, Rhett has consistently stated that he does not remember Burns using the term "scholarship" when discussing the funds paid to his father. However, he has said that the "implication was clear" that they would go towards his education. But, the question is still whether that "implication" came from Burns or whether it arose from discussions within the Humphrey family over how these funds would be spent.

## CONCLUSION

In conclusion, the facts in this case certainly suggest that something may have been amiss. The increase in summer camp payment rate (for no additional work) coming as it did during the year when Humphrey's son was no longer on scholarship raises red flags. Couple that with at least an expectation of future payment in 2007 which would bring the total earned by Humphrey to approximately one full year's direct educational costs and it's hard not to question Burns' actions.

In his defense, Burns asserts that, even if he wanted to pay the extra money to Humphrey to be used for his son's educational expenses, there is no way that he could force Humphrey to use it for that purpose. True though that is, it is not really a persuasive defense to the charge that NCAA Bylaw 10.1 was violated. The rules prohibit giving anything of value (beyond a few limited exceptions) not only to student-athletes, but to family members as well. Certainly a \$6000 increase in past wages would fit that definition.

And, we can clearly establish that an agreement existed under which the University would employ Humphrey to work with the summer camps and pay him \$7000 for 2006, and, perhaps, for 2007 also. However, the issue still remains whether that pay was to substitute for a scholarship.

There is still a question in my mind whether Burns had any motive to violate the rules. My reading of the NCAA Bylaws suggests that the compensation rules seek to keep teams from using other forms of compensation and benefits (besides scholarships) to induce players to play for a team. Here, although Rhett is a hard worker and had acceptable statistics during the first year he played at EWU, he was not a top player and was not going to go anywhere else<sup>5</sup>. And, in fact, there was no need for an inducement to keep Rhett playing on the team. He was already contractually obligated to walk-on and remain in school for the entire 2006-2007 season. See Attachment B. If he failed in that obligation he would have been required to repay the scholarship that he had been awarded the preceding year. That would seem to be a sufficient inducement to keep Rhett playing without anything more.

So, why would Burns knowingly violate the rules to induce continued involvement by a player who was already contractually obligated to play? I believe there is an alternate explanation that may apply here. Instead of Burns attempting to benefit the student athlete himself (and thereby induce him to play for EWU), Burns may have been trying to benefit the father who was a long-time supporter of the program and a volunteer who had spent a considerable amount of his own funds during the preceding season to travel with the team. Burns had extra money available that year due to Coach Rinta's departure and

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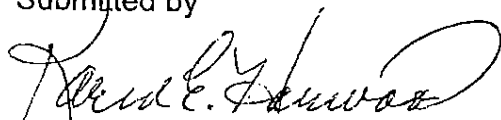
<sup>5</sup> Indeed his statistics for his second year on the team were less impressive than during the 2005-2006 season.

had full discretion to distribute the profits from basketball camp as he wished. This explanation certainly fits with Burns' own statements.

In a situation like this where there exists more than one plausible explanation and there is a disagreement between parties as to what happened, the burden of proving allegations must remain with the complaining party. It is clear that there was some type of arrangement that served to benefit the Humphrey family but whether it was to induce the son to play basketball (and was thereby an alternate form of scholarship) or was merely to reward the father for his support of the program as stated by Burns, cannot be determined. This may not matter in the long run to the NCAA as there was a benefit given to the family of a student athlete at a time when he was still playing basketball, but I am unable to ascertain by a preponderance of the evidence that Burns intended to award a *de facto* scholarship to Rhett Humphrey.

Therefore, it is my finding that, although the circumstances of this situation appear suspicious, there was no reasonable motive for Coach Burns to knowingly violate the rules by providing an illegal *de facto* scholarship to Rhett Humphrey. Further, Burns has a reasonable alternative explanation for the actions that he took. Admittedly, Burns walked very close to the edge in this matter and exhibited poor judgment. However, I do not have sufficient evidence to find that he knowingly and intentionally paid additional compensation to Denny Humphrey in an effort to circumvent scholarship requirements.

Submitted by



Karen E. Harwood, M.A., J.D.  
Investigator



Department of  
Intercollegiate Athletics  
207 Physical Education Building  
Cheney, WA 99004-2476

ATTACHMENT B

Letter Agreement

THIS AGREEMENT, made this 14<sup>th</sup> day of September, 2005,  
by and between Rhett Humphrey (hereinafter "Student") and the Athletic  
Department (hereinafter "University").

In consideration of the mutual covenants and agreements to be kept and  
performed on the part of said parties herein stated, the said parties do hereby covenant  
and agree to the following provisions:

**I. RESPONSIBILITIES OF UNIVERSITY.**

a. Subject to the conditions set forth in Section III below, University agrees to  
provide Student with athletic aid for the 2005-2006 academic year.

**II. RESPONSIBILITIES OF STUDENT.**

a. Student hereby agrees to enroll as a full-time student at University for the  
2005-2006 academic year and participate as a scholarship athlete.

b. Student agrees to enroll at University as a full-time student for the 2006-2007  
academic year and participate as a walk-on with the Eastern Washington University  
Men's basketball team.

c. Student acknowledges that the University only agrees to pay Student's costs for  
the 2005-2006 academic year and that athletic aid will not be provided for the 2006-2007  
academic year.

**III. FAILURE OF STUDENT TO FULFILL RESPONSIBILITIES.**

a. If student fails to abide by the conditions set forth in section II above, Student  
is liable for all costs associated with tuition, room and board for the 2005-2006 academic  
year. Such payment must be made to Eastern Washington University Athletic Department  
within 30 days following the conclusion of the of the 2006 fall quarter.

b. Student acknowledges that if he is unable to agree to the provisions of Section  
II, he has been advised to not accept the athletic aid that is offered and to not sign this  
agreement.

Rhett Humphrey  
Student

9/14/05  
Date

Denny Humphrey  
Parent / Legal Guardian of Student

9/14/05  
Date





**Intercollegiate Athletics**  
207 Physical Education Building  
Cheney, WA 99004-2476

A handwritten signature in black ink, appearing to be "M. B.", written over a horizontal line.

Head Men's Basketball Coach

A handwritten date "9/14/05" in black ink, written over a horizontal line.

Date

Witnessed this day by:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date



ESPN.com | MyESPN | Register | Forgot Password?

Member Name:

Password:

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- 1987
- 1977
- 1967
- 1957



# Eastern Washington Eagles

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## Team Stats

2006-2007 Statistics

Other Big Sky Teams

Season Averages

| NAME            | GMS | MIN  | PTS  | REB  | AST  | TO   | A/T   | STL | BLK | PF   | FG%  | FT%  | 3P%  | PPS  |
|-----------------|-----|------|------|------|------|------|-------|-----|-----|------|------|------|------|------|
| Rodney Stuckey  | 29  | 33.3 | 24.6 | 4.7  | 5.5  | 3.4  | 1.6/1 | 2.4 | 0.3 | 2.3  | .453 | .846 | .267 | 1.42 |
| Paul Butorac    | 28  | 28.0 | 14.4 | 6.7  | 1.7  | 2.1  | 1/1.2 | 0.5 | 1.0 | 3.0  | .640 | .585 | .238 | 1.64 |
| Kellen Williams | 27  | 23.4 | 8.4  | 5.6  | 1.6  | 0.9  | 1.8/1 | 0.7 | 0.3 | 2.1  | .563 | .730 | .308 | 1.36 |
| Omar Kravem     | 26  | 18.8 | 8.4  | 1.7  | 2.7  | 2.4  | 1.1/1 | 1.0 | 0.0 | 1.5  | .417 | .712 | .371 | 1.30 |
| Matt Penoncello | 28  | 23.7 | 6.3  | 3.1  | 2.1  | 2.0  | 1.1/1 | 0.6 | 0.3 | 2.1  | .394 | .756 | .326 | 1.23 |
| Marcus Hinton   | 25  | 13.4 | 6.0  | 1.4  | 0.7  | 1.0  | 1/1.4 | 0.3 | 0.0 | 1.3  | .511 | .807 | .560 | 1.70 |
| Brandon Moore   | 27  | 14.3 | 5.9  | 3.6  | 0.4  | 0.9  | 1/1.9 | 0.3 | 0.8 | 2.4  | .598 | .679 | .000 | 1.55 |
| Derek Risper    | 26  | 15.8 | 5.8  | 4.0  | 0.7  | 1.0  | 1/1.5 | 0.5 | 0.3 | 2.2  | .528 | .613 | .000 | 1.42 |
| Michael Taylor  | 29  | 24.4 | 5.7  | 1.7  | 1.9  | 1.4  | 1.3/1 | 0.6 | 0.1 | 2.0  | .441 | .763 | .400 | 1.40 |
| Neal Zumwalt    | 16  | 8.4  | 2.6  | 1.4  | 0.7  | 0.4  | 1.6/1 | 0.2 | 0.3 | 1.0  | .412 | .800 | .346 | 1.21 |
| Rhett Humphrey  | 25  | 11.6 | 1.7  | 1.0  | 0.8  | 1.0  | 1/1.1 | 0.4 | 0.0 | 1.0  | .371 | .700 | .400 | 1.23 |
| Team Averages   | 29  | -    | 84.2 | 34.8 | 17.7 | 15.4 | 1.2/1 | 7.1 | 3.1 | 19.3 | .495 | .736 | .337 | 1.43 |

Season Totals

| NAME            | GMS | MIN | FGM | FGA  | FTM | FTA | 3PM | 3PA | PTS  | OFF | DEF | TOT  | AST | TO  | STL | BLK | PF  |
|-----------------|-----|-----|-----|------|-----|-----|-----|-----|------|-----|-----|------|-----|-----|-----|-----|-----|
| Rodney Stuckey  | 29  | 965 | 227 | 501  | 215 | 254 | 43  | 161 | 712  | 35  | 100 | 135  | 160 | 98  | 71  | 9   | 68  |
| Paul Butorac    | 28  | 783 | 158 | 247  | 83  | 142 | 5   | 21  | 404  | 59  | 128 | 187  | 48  | 58  | 13  | 29  | 85  |
| Kellen Williams | 27  | 632 | 94  | 167  | 27  | 37  | 12  | 39  | 227  | 47  | 104 | 151  | 42  | 24  | 19  | 7   | 57  |
| Omar Kravem     | 26  | 490 | 70  | 168  | 42  | 59  | 36  | 97  | 218  | 11  | 33  | 44   | 71  | 63  | 25  | 1   | 38  |
| Matt Penoncello | 28  | 664 | 56  | 142  | 34  | 45  | 29  | 89  | 175  | 18  | 70  | 88   | 60  | 55  | 18  | 9   | 58  |
| Michael Taylor  | 29  | 709 | 52  | 118  | 29  | 38  | 32  | 80  | 165  | 20  | 28  | 48   | 54  | 41  | 18  | 2   | 59  |
| Brandon Moore   | 27  | 385 | 61  | 102  | 36  | 53  | 0   | 0   | 158  | 41  | 55  | 96   | 12  | 23  | 9   | 22  | 65  |
| Marcus Hinton   | 25  | 336 | 45  | 88   | 46  | 57  | 14  | 25  | 150  | 12  | 22  | 34   | 17  | 24  | 7   | 0   | 32  |
| Derek Risper    | 26  | 412 | 56  | 106  | 38  | 62  | 0   | 0   | 150  | 37  | 66  | 103  | 18  | 27  | 13  | 7   | 58  |
| Rhett Humphrey  | 25  | 290 | 13  | 35   | 7   | 10  | 10  | 25  | 43   | 4   | 21  | 25   | 21  | 24  | 11  | 0   | 24  |
| Neal Zumwalt    | 16  | 135 | 14  | 34   | 4   | 5   | 9   | 26  | 41   | 8   | 15  | 23   | 11  | 7   | 3   | 4   | 16  |
| Team Totals     | 29  | -   | 846 | 1708 | 561 | 762 | 190 | 563 | 2443 | 326 | 684 | 1010 | 514 | 446 | 207 | 90  | 560 |

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## Eastern Washington Eagles

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### #20 Rhett Humphrey | G

Roster:

Full Name: Rhett Humphrey  
 Birth Place: Cheney, WA  
 Height: 5-11  
 Weight: 180 lbs.

Position: Guard  
 Class: Senior

PPG 1.7 | APG .8 | RPG 1.0

Profile

GameLog

#### Season Averages

| SEASON    | MIN  | PTS | REB | AST | TO  | A/T  | STL           | BLK | PF  | FG%  | FT%  |
|-----------|------|-----|-----|-----|-----|------|---------------|-----|-----|------|------|
| 2002-2003 |      |     |     |     |     |      | Did not play. |     |     |      |      |
| 2003-2004 | 3.0  | .0  | .0  | 1.0 | .0  | .00  | .0            | .0  | .0  | .000 | .000 |
| 2004-2005 |      |     |     |     |     |      | Did not play. |     |     |      |      |
| 2005-2006 | 16.1 | 3.0 | 1.2 | 1.6 | 1.2 | 1.36 | .3            | .0  | 1.8 | .537 | .621 |
| 2006-2007 | 11.6 | 1.7 | 1.0 | .8  | 1.0 | .88  | .4            | .0  | 1.0 | .371 | .700 |

#### Season Totals

| SEASON    | GP | MIN | FG | FGA | FTM | FTA | 3PM | 3PA | PTS | Rebounds      |     |     |     |    | S |
|-----------|----|-----|----|-----|-----|-----|-----|-----|-----|---------------|-----|-----|-----|----|---|
|           |    |     |    |     |     |     |     |     |     | OFF           | DEF | TOT | AST | TO |   |
| 2002-2003 |    |     |    |     |     |     |     |     |     | Did not play. |     |     |     |    |   |
| 2003-2004 | 1  | 3   | 0  | 0   | 0   | 0   | 0   | 0   | 0   | 0             | 0   | 0   | 1   | 0  |   |
| 2004-2005 |    |     |    |     |     |     |     |     |     | Did not play. |     |     |     |    |   |
| 2005-2006 | 30 | 483 | 29 | 54  | 18  | 29  | 15  | 32  | 91  | 5             | 30  | 35  | 49  | 36 |   |
| 2006-2007 | 25 | 290 | 13 | 35  | 7   | 10  | 10  | 25  | 43  | 4             | 21  | 25  | 21  | 24 |   |

#### 2006-2007 Game Log

| DATE  | OPP            | RESULT    | MIN | FG | FGA | FTM | FTA | 3PM | 3PA | PTS | Rebounds |     |     |     |    | AST | TO |
|-------|----------------|-----------|-----|----|-----|-----|-----|-----|-----|-----|----------|-----|-----|-----|----|-----|----|
|       |                |           |     |    |     |     |     |     |     |     | OFF      | DEF | TOT | AST | TO |     |    |
| 11/10 | @Gonzaga       | L 90-75   | 9   | 1  | 1   | 0   | 0   | 1   | 1   | 3   | 0        | 0   | 0   | 0   | 1  |     |    |
| 11/14 | @UNLV          | L 82-79   | 4   | 0  | 1   | 0   | 0   | 0   | 0   | 0   | 0        | 0   | 0   | 0   | 0  |     |    |
| 11/18 | Lewis-CI       | W 85-70   | 13  | 0  | 2   | 0   | 0   | 0   | 1   | 0   | 0        | 1   | 1   | 4   | 1  |     |    |
| 11/21 | Evergree       | W 106-65  | 15  | 0  | 3   | 0   | 0   | 0   | 2   | 0   | 1        | 1   | 2   | 1   | 4  |     |    |
| 11/24 | @Washington    | L 90-83   | 1   | 0  | 0   | 0   | 0   | 0   | 0   | 0   | 0        | 0   | 0   | 0   | 0  |     |    |
| 11/27 | CS Fullerton   | W 110-100 |     |    |     |     |     |     |     |     |          |     |     |     |    |     |    |
| 11/29 | EOregon        | W 90-81   | 11  | 1  | 2   | 2   | 2   | 0   | 1   | 4   | 0        | 0   | 0   | 2   | 0  |     |    |
| 12/3  | @CS Northridge | L 102-98  |     |    |     |     |     |     |     |     |          |     |     |     |    |     |    |

ESPN.com: Eastern Washington Eagles - Rhett Humphrey Player Card

|       |                   |           |    |   |   |   |   |   |   |    |   |   |   |   |   |
|-------|-------------------|-----------|----|---|---|---|---|---|---|----|---|---|---|---|---|
| 12/9  | @Portland         | W 87-66   | 14 | 0 | 1 | 0 | 0 | 0 | 1 | 0  | 1 | 4 | 5 | 2 | 0 |
| 12/11 | @Santa Clara      | L 91-68   | 4  | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 1 | 1 | 0 | 2 |
| 12/15 | @Oregon           | L 100-74  | 16 | 0 | 1 | 0 | 0 | 0 | 0 | 0  | 0 | 1 | 1 | 0 | 2 |
| 12/21 | Idaho             | W 85-56   |    |   |   |   |   |   |   |    |   | 1 | 1 | 1 | 1 |
| 12/28 | Montana St        | L 82-79   | 11 | 1 | 2 | 0 | 1 | 0 | 0 | 2  | 0 | 1 | 1 | 1 | 1 |
| 12/30 | Montana           | W 74-71   | 23 | 1 | 2 | 2 | 2 | 1 | 2 | 5  | 0 | 1 | 1 | 2 | 2 |
| 1/4   | @N Colorado       | W 88-87   | 25 | 3 | 4 | 1 | 2 | 3 | 4 | 10 | 0 | 0 | 0 | 1 | 0 |
| 1/6   | @N Arizona        | L 109-101 | 15 | 2 | 4 | 0 | 0 | 2 | 4 | 6  | 0 | 0 | 0 | 0 | 1 |
| 1/11  | @Idaho St         | L 78-65   | 6  | 1 | 2 | 0 | 0 | 1 | 2 | 3  | 0 | 0 | 0 | 0 | 1 |
| 1/13  | @Portland St      | W 88-70   | 2  | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 1 |
| 1/18  | N Arizona         | L 91-80   |    |   |   |   |   |   |   |    |   | 0 | 0 | 0 | 2 |
| 1/20  | N Colorado        | W 91-79   | 5  | 0 | 1 | 0 | 0 | 0 | 1 | 0  | 0 | 1 | 1 | 1 | 0 |
| 1/25  | @Sac St           | W 100-85  | 7  | 1 | 1 | 1 | 1 | 0 | 0 | 3  | 0 | 2 | 2 | 0 | 1 |
| 1/27  | @Weber St         | L 93-84   | 13 | 0 | 1 | 0 | 0 | 0 | 1 | 0  | 0 | 0 | 0 | 1 | 0 |
| 2/1   | @Montana St       | L 84-67   | 15 | 0 | 2 | 0 | 0 | 0 | 1 | 0  | 1 | 1 | 2 | 0 | 1 |
| 2/3   | @Montana          | L 85-78   | 18 | 1 | 2 | 0 | 0 | 1 | 2 | 3  | 0 | 0 | 0 | 0 | 0 |
| 2/7   | Weber St          | W 89-74   | 12 | 0 | 1 | 0 | 0 | 0 | 1 | 0  | 1 | 1 | 2 | 2 | 0 |
| 2/10  | Portland St       | L 92-86   | 5  | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 2 | 2 | 1 | 2 |
| 2/17  | @UC Santa Barbara | W 71-70   | 15 | 1 | 1 | 0 | 0 | 1 | 1 | 3  | 0 | 2 | 2 | 0 | 1 |
| 2/22  | Idaho St          | W 82-79   | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 1 | 1 | 1 | 1 |
| 2/24  | Sac St            | W 80-72   | 15 | 0 | 1 | 1 | 2 | 0 | 0 | 1  | 0 | 1 | 1 | 1 | 2 |

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ATTACHMENT D

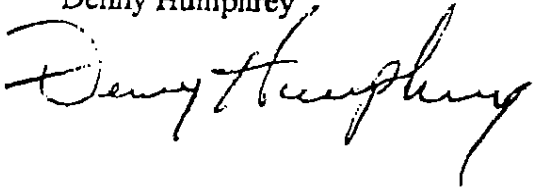
December 21, 2006

In the spring of 2006 following the end of the basketball season, Coach Mike Burns had a discussion with Rhett and I about his scholarship for the 2006-07 season. He asked us if it would be alright if Rhett's scholarship money was paid to me (since I was on staff) in the same amount as Rhett would have gotten for a full athletic scholarship. This money could then be used to pay Rhett's college expenses for the coming year. I was also to be given an additional \$1,000.00 for my regular basketball camp wages. His reasoning behind this method was that it would free up a scholarship for him to use on another player. He explained that it would be the easiest to use Rhett's scholarship for this situation since I was already on staff and could simply be paid this money.

We discussed this with Mike and then I went to Pam Parks on two separate occasions to make sure that this was all on the up and up and that this was a legal arrangement. She informed me that everything was okay if we handled it this way. We were not given any papers to sign to verify this handling of funds.

We were told by Mike that I would get half of this money paid to me after the 2006 BB camp and the other half after the 2007 camp. I received a check for \$7,000.00 from EWU in October 2006, paid as wages to me.

Denny Humphrey



ATTACHMENT E

December 21, 2006

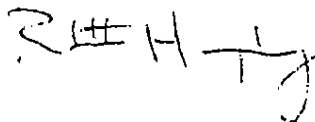
In the spring of 2006, Coach Burns and I had a meeting about the situation of me and an athletic scholarship. I had been on a full athletic scholarship for the 2005-2006 season and had signed a contract saying that this was a one year scholarship. When we met in the spring of 2006, Coach Burns indicated that based on my performance from the prior season, I had earned a scholarship for the upcoming year (2006-2007):

The way this situation was explained to me by Coach was that the basketball program needed a scholarship for someone else because they needed another incoming player on scholarship to help with graduation rates. He indicated that my scholarship was actually being taken away from me and given to another player, but that I would receive money equal to that scholarship to pay for my expenses. I was told that since my father was on the coaching staff, the money that was intended for me would be paid to my father instead of directly to me, thereby freeing up my scholarship for someone else.

It was explained to me and my dad that we would receive this money in two payments – one to be paid after BB Camp 2006 (in the amount of \$7,000) and the second to be paid following BB Camp 2007 (in the amount of \$6,000).

My father went to the A.D., Pam Parks, on two occasions to discuss this situation with her and she indicated that this would be legal and okay. I never signed any paper or contract to this effect.

Rhett Humphrey



ATTACHMENT F

# Eastern Washington University

## 2006 - 2007 Cost of Attendance

| Direct Costs              | Undergraduates  |                 |                  | Graduates       |                  |
|---------------------------|-----------------|-----------------|------------------|-----------------|------------------|
|                           | WA Resident     | WUE Resident    | Non-Resident     | WA Resident     | Non-Resident     |
| Tuition & Fees            | \$ 4,695        | \$ 6,609        | \$ 13,725        | \$ 6,882        | \$ 17,508        |
| Loan Fees                 | \$ -            | \$ -            | \$ -             | \$ -            | \$ -             |
| Books and Supplies        | \$ 930          | \$ 930          | \$ 930           | \$ 930          | \$ 930           |
| <b>Total Direct Costs</b> | <b>\$ 5,625</b> | <b>\$ 7,539</b> | <b>\$ 14,655</b> | <b>\$ 7,812</b> | <b>\$ 18,438</b> |

| Indirect Costs              | WA Resident      | WUE Resident     | Non-Resident     | WA Resident      | Non-Resident     |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| Room and Board              | \$ 6,549         | \$ 6,549         | \$ 6,549         | 7204             | 7204             |
| Transportation              | \$ 1,500         | \$ 1,500         | \$ 1,500         | 1500             | 1500             |
| Personal Expenses           | \$ 2,100         | \$ 2,100         | \$ 2,100         | 2100             | 2100             |
| <b>Total Indirect Costs</b> | <b>\$ 10,149</b> | <b>\$ 10,149</b> | <b>\$ 10,149</b> | <b>\$ 10,804</b> | <b>\$ 10,804</b> |

| TOTAL ALL COSTS  | WA Resident      | WUE Resident     | Non-Resident     | WA Resident      | Non-Resident     |
|--|------------------|------------------|------------------|------------------|------------------|
| Direct Costs (tuition, fees, books)                    | \$ 5,625         | \$ 7,539         | \$ 14,655        | \$ 7,812         | \$ 18,438        |
| Indirect Costs (room, board, transportation, personal) | \$ 10,149        | \$ 10,149        | \$ 10,149        | \$ 10,804        | \$ 10,804        |
| <b>TOTAL ALL COSTS</b>                                 | <b>\$ 15,774</b> | <b>\$ 17,688</b> | <b>\$ 24,804</b> | <b>\$ 18,616</b> | <b>\$ 29,242</b> |

• Tuition, fees, room, and board rates are estimated pending action by the EWU Board of Trustees.

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**ATTACHMENT G: COMPENSATION FOR COACHES EMPLOYED DURING SUMMER BASKETBALL CAMPS  
2001 THROUGH 2006**

| Name                     | 2001          | 2002            | 2003            | 2004            | 2005            | 2006                    | Total            |
|--------------------------|---------------|-----------------|-----------------|-----------------|-----------------|-------------------------|------------------|
| <b>CONTRACT COACHES</b>  |               |                 |                 |                 |                 |                         |                  |
| W. Brooks                |               |                 |                 | \$3000          |                 |                         | \$ 3000          |
| G. Coleman               |               |                 |                 |                 |                 | \$1000                  | \$ 1000          |
| R. Giacometti            | \$113         | \$3000          |                 |                 |                 |                         | \$ 3113          |
| C. Howell                |               |                 | \$6000          |                 | \$11500         | \$7000                  | \$24500          |
| G. Leep                  |               |                 |                 |                 |                 | \$4500                  | \$ 4500          |
| D. Lovat                 |               |                 | \$1000          | \$1000          | \$1200          | \$2000                  | \$ 5200          |
| B. Rinta                 |               | \$500           | \$13200         | \$11000         | \$8500          |                         | \$33200          |
| M. Score                 | \$5000        | \$5000          | \$6000          |                 |                 |                         | \$16000          |
| D. Sims                  |               |                 |                 |                 |                 | \$675                   | \$ 675           |
| A. Taylor                |               |                 |                 |                 |                 | \$675                   | \$ 675           |
| <b>TEMPORARY COACHES</b> |               |                 |                 |                 |                 |                         |                  |
| L. Beelaert              |               | \$100           | \$100           | \$100           |                 |                         | \$ 300           |
| A. Hill                  |               |                 | \$3500          | \$4000          |                 |                         | \$ 7500          |
| D. Humphrey              |               |                 |                 |                 |                 | \$7000 (see note below) | \$ 7000          |
| R. Orton                 |               | \$12250         | \$3000          |                 |                 |                         | \$15250          |
| M. Rieke                 |               |                 |                 | \$2000          |                 |                         | \$ 2000          |
| <b>TOTAL SPENT</b>       | <b>\$5113</b> | <b>\$20,850</b> | <b>\$32,800</b> | <b>\$21,100</b> | <b>\$21,200</b> | <b>\$22,850</b>         | <b>\$123,913</b> |

1. The coaches included on this chart were all paid as employees of EWU. There were many other people hired to work as independent contractors during camp. The terms of their employment would have been set forth in individually negotiated memoranda of agreement which were not available for me to review. Indeed, Denny Humphrey was employed on a memorandum of agreement for the years 2003, 2004, and 2005, during which he was paid \$1000 per annum.

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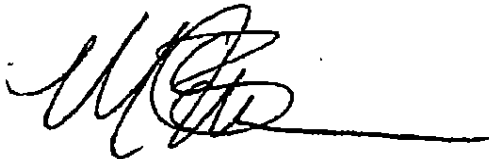
Michael Westphall  
Interim Athletic Director  
Eastern Washington University  
214 Showalter Hall  
Cheney, WA 99004

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May 17, 2007

Re: Response of Mike Burns to Karen Harwood's Investigative Report

I appreciated the efforts of the independent counsel who conducted a thorough review of this matter and completed a substantial report. Although I do not agree with all of the details contained in counsel's findings and interpretations, I agree with the ultimate conclusion that no violation of the NCAA bylaws occurred. It is significant to note that this same conclusion was reached in December of 2006 by the University's administration in its previous internal review and the student-athlete's eligibility was reinstated. At this time I strongly believe the University has diligently investigated this matter and reached the same conclusion in two separate inquiries. I would request this matter be closed.



Mike Burns  
Head Men's Basketball Coach  
Eastern Washington University

## MEMO

**To:** Mike Westfall, Interim Athletic Director  
**From:** Pamela Parks, Associate Athletic Director/SWA  
**Re:** Men's Basketball Violation Inquiry  
**Date:** May 15, 2007

As an employee of NCAA institutions for over 25 years, I hold rules compliance with the utmost regard. Due to the fact that we at Eastern Washington University have only one FAR/Compliance Officer in our department located across campus, I often initially field compliance questions from our coaches. My modus operandi is this, if I know the answer unequivocally, I answer it. If I have any doubt whatsoever, I always end the conversation with, "check with Frank Nelson, because he is the expert".

I specifically remember that Denny sat in my office on two occasions to discuss his opinion regarding basketball program management. I have thorough notes from the first meeting on file in my office and started to take notes on the second, but the issues were the same, so I did not continue.

In the *Alleged NCAA Violation in the Men's Basketball Program* document submitted by attorney Karen Harwood, it was stated that Denny Humphey came to my office on two occasions to ask if some potential camp offer was legal and above board and he stated that I agreed.

As interim AD at that time, I was extremely stretched. As I related to the attorney in my interview, I cannot recall a discussion regarding camp payment arrangements. I'm sure I *would* have said that it is the head coach's decision as to what they want to pay based on the duties and responsibilities of the position. If Denny had additional questions I would refer him to Frank. It is completely out of my control if Denny took this response as positive for his specific situation.

Cc: Dr. Frank Nelson, FAR/Athletic Compliance

Denny Humphry MOA]

**Subject:** [Fwd: Denny Humphry MOA]  
**From:** Michael Allen <mallen@mail.ewu.edu>  
**Date:** Thu, 21 Dec 2006 13:19:16 -0800  
**To:** Frank Nelson <fnelson@mail.ewu.edu>  
**CC:** Darren Hamilton <dhamilton@mail.ewu.edu>

----- Original Message -----

**Subject:** Denny Humphry MOA  
**Date:** Fri, 15 Sep 2006 16:54:15 -0700  
**From:** Susan Brown <sbrown@mail.ewu.edu>  
**Reply-To:** sbrown@mail.ewu.edu  
**Organization:** Eastern Washington University  
**To:** Michael.Allen <Michael.Allen@mail.ewu.edu>

Hi Mike,

I received your moa for Denny Humphry. From the information I have on this agreement, Denny should be hired as an employee. Do you have any additional information that I am not aware of that would effect my decision regarding this moa. Thanks for your help.

- Susan

Michael Allen <mallen@mail.ewu.edu>  
Assoc. Athletic Director  
Eastern Washington University  
Athletics

Re: Denny Humphry]

**Subject:** [Fwd: Re: Denny Humphry]  
**From:** Michael Allen <mallen@mail.ewu.edu>  
**Date:** Thu, 21 Dec 2006 13:20:01 -0800  
**To:** Frank Nelson <fnelson@mail.ewu.edu>  
**CC:** Darren Hamilton <dhamilton@mail.ewu.edu>

----- Original Message -----

**Subject:** Re: Denny Humphry  
**Date:** Wed, 11 Oct 2006 15:23:22 -0700  
**From:** Michael Allen <mallen@mail.ewu.edu>  
**To:** Michael Allen <mallen@mail.ewu.edu>, "Lincoln, Caren" <clincoln@mail.ewu.edu>, jeri morgan <jmorgan@mail.ewu.edu>  
**References:** <451986AF.2070105@mail.ewu.edu> <45198EA8.6090304@mail.ewu.edu>  
<451994AC.9040906@mail.ewu.edu>

I respectfully request that we generate a hand write for this check.

Michael Allen wrote:

> They said it was an employer relationship.  
>  
>  
> Caren Lincoln wrote:  
>  
>> Send it to me. Why was it kicked back?  
>>  
>> Michael Allen wrote:  
>>  
>>> Caren,  
>>>  
>>> Denny Humphry was kicked back from the MOA and was told to pay him  
>>> via PAF.  
>>>  
>>> I have his paperwork completed. Does it go to you or someone else?  
>>>  
>>> Mike  
>>  
>>  
>>

Michael Allen <mallen@mail.ewu.edu>  
Assoc. Athletic Director  
Eastern Washington University  
Athletics