

## NEGOTIATED RESOLUTION

University of Alaska Fairbanks – Case No. 020130

March 18, 2022

### **I. CASE SYNOPSIS**

The University of Alaska Fairbanks (Alaska Fairbanks) and NCAA enforcement staff agree that from the 2017-18 through the 2020-21 academic years, the institution improperly certified a total of 42 student-athletes in nine sport programs. The violations fell into two primary categories: amateurism certification and initial academic certification. As a result of the improper certifications, ineligible or uncertified student-athletes practiced past the permissible 45-day period for participation before certification, competed in a total of over 300 contests and received actual and necessary expenses associated with the contests. Two student-athletes also received impermissible financial aid. Additionally, the institution failed to monitor its initial eligibility certification process as it did not have the proper checks and balances, education or training programs in place to identify potential eligibility issues.

On January 28, 2021, the then interim director of athletics contacted the enforcement staff to self-report a potential violation related to the institution's men's ice hockey program. The violation centered around three men's ice hockey student-athletes' continued use of the automobile of an institutional staff member, who was also a representative of the institution's athletics interests.<sup>1</sup> The institution and enforcement staff then engaged in a collaborative investigation.

In March 2021, after the then interim director of athletics stepped down, the institution hired a new interim director of athletics and an interim associate director of athletics for compliance. The interim associate director of athletics for compliance was charged with ensuring day-to-day compliance functions were maintained as the institution had removed the former compliance officer and began conducting a thorough review of the institution's compliance program. Shortly into the compliance review, the interim associate director of athletics for compliance discovered potential eligibility certification violations and self-reported the issues to the enforcement staff. The enforcement staff then directed the institution to conduct a review of its eligibility certification of all programs for the previous four years. The institution submitted its self-report October 20, 2021. The review substantiated violations relating to eligibility certification, specifically initial eligibility, which occurred in nine sports that the institution sponsors at the Division II level.

While the eligibility review revealed no progress toward degree violations, it identified numerous eligibility certification violations involving initial and transfer eligibility and required eligibility forms. The eligibility certification violations stemmed primarily from the student-athletes not receiving a final amateurism certification and/or an initial academic eligibility decision from the NCAA Eligibility Center. Most of the amateurism certification violations were either due to a student-athlete only having a preliminary certified status or dual sport student-athletes

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<sup>1</sup> This case was investigated and processed concurrently with Case No. 01253, which involved the institution's men's ice hockey program, the institution's only Division I sport. A copy of the negotiated resolution for Case No. 01253 is included in the attached Appendix B.

receiving final certification in one sport but not receiving final amateurism certification in their other sport. In total, 42 student-athletes were improperly certified as follows: 16 student-athletes impermissibly practiced past the 45-day period; 24 student-athletes impermissibly practiced past the 45-day period and competed; and two student-athletes impermissibly practiced past the 45-day period, competed and received impermissible financial aid.

The review also revealed required eligibility forms violations. During the 2019-20 academic year the institution failed to include two men's cross country student-athletes on an eligibility list and failed to have a signed completed eligibility list prior to competition in men's basketball. Additionally, during the 2020-21 academic year the institution permitted 22 student-athletes to practice and/or compete without completing required NCAA Student-Athlete Statement and Drug Testing Consent forms. Taken together, the violations involved numerous student-athletes and sport programs and occurred over a multi-year period, which collectively constitute a major violation under NCAA Bylaw 19.02.2.2.

The investigation also revealed that the certification violations occurred because the institution did not adequately monitor the effectiveness of the compliance methods and processes used for certifying the amateurism and initial eligibility of its student-athletes. First, the former compliance officer was responsible for all initial eligibility certification responsibilities. In addition to being the sole compliance officer at the institution, the individual also served as the interim director of athletics for a period of time before the 2018-19 academic year. Additionally, in 2018, at a time that coincided with a vast majority of the violations, the compliance officer also held significant facilities responsibilities. The demands associated with the added roles and responsibilities hampered the former compliance officer's ability to devote the necessary time and attention needed to certify student-athletes properly.

Second, there were no checks and balances, education or training programs in place related to the institution's initial eligibility certification process. The former compliance officer was the only person responsible for verifying initial eligibility certification. While the institution had a certification team in place related to continuing eligibility certification, that team did not have any responsibility for initial eligibility. Additionally, the institution did not provide any education to the administration or coaching staff members who signed off on the eligibility checklists related to the eligibility certification process, including what information to look for when assessing the eligibility checklists. Both the former director of athletics and coaching staff members reported that they wholly relied on the former compliance director's expertise as it related to initial eligibility certification. As the violation was not isolated, was contrary to the fundamental responsibility of a member institution to certify the eligibility of all student-athletes, and the underlying violations provided the institution with more than a minimal competitive advantage, the violation is major per Bylaw 19.02.2.2.

## **II. PARTIES' AGREEMENTS**

### **A. Agreed-upon findings of fact and violations of NCAA legislation.**

1. [NCAA Division II Manual Bylaws 14.3.5.1 (2017-18); 12.1.1.1, 12.1.1.1.3, 12.1.1.1.3.1, 14.01.1, 14.3.1.1, 14.11.1, 14.12.1 and 16.8.1 (2017-18 through 2020-21); 15.1.1 (2018-19 and 2019-20); 14.3.2.1 and 14.4.3.2 (2018-19 through 2020-21); 14.11.2 (2019-20); and 14.1.3.1 and 14.1.4.1 (2020-21)]

The institution and enforcement staff agree that between the 2017-18 and 2020-21 academic years, the institution improperly certified 42 student-athletes in nine sports as eligible for competition, resulting in 77 violations of academic and amateurism certification legislation. As a result, 16 student-athletes impermissibly practiced; 24 student-athletes impermissibly practiced, competed and received actual and necessary expenses while ineligible or not certified; and two student-athletes impermissibly practiced, competed and received financial aid and actual and necessary expenses while ineligible or not certified. The institution also failed to withhold 14 of these student-athletes from competition before their eligibility was reinstated. Additionally, the institution failed to include two student-athletes on an eligibility list, have a signed completed eligibility list prior to competition in one sport, and had multiple student-athletes practice and/or compete without completing required eligibility forms. Specifically:

- a. From the 2018-19 through the 2020-21 academic years, six student-athletes across multiple sports practiced beyond the 45-day period, five of the student-athletes also competed prior to receiving final amateurism and academic certification from the Eligibility Center and one student-athlete practiced and received impermissible financial aid without receiving academic certification. Additionally, one of the student-athletes received impermissible financial aid while ineligible or not certified. [NCAA Bylaws 15.1.1 (2018-19) and 12.1.1.1, 12.1.1.1.3, 12.1.1.1.3.1, 14.3.1.1 and 14.3.2.1 (2018-19 through 2020-21)]
- b. During the 2018-19 and 2019-20 academic years, two two-year transfer men's basketball student-athletes practiced beyond the 45-day period and competed prior to receiving final amateurism certification and without meeting the term-by-term credit-hour requirement for the preceding regular academic term. [NCAA Bylaws 12.1.1.1, 12.1.1.1.3, 12.1.1.1.3.1 and 14.4.3.2 (2018-19 and 2019-20)]
- c. From the 2017-18 through the 2020-21 academic years, 26 student-athletes across multiple sports practiced beyond the 45-day period and 15 of the student-athletes competed prior to receiving final amateurism certification. [NCAA Bylaws 12.1.1.1, 12.1.1.1.3 and 12.1.1.1.3.1 (2017-18 through 2020-21)]

- d. From the 2017-18 through the 2020-21 academic years, seven student-athletes across multiple sports practiced beyond the 45-day period and four of the student-athletes competed at the institution without meeting the academic requirement, as certified by the Eligibility Center. Additionally, one of the student-athletes received impermissible financial aid while ineligible or not certified. [NCAA Bylaws 14.3.5.1 (2017-18), 14.3.1.1 (2017-18 through 2020-21), 14.3.2.1 (2018-19 through 2020-21) and 15.1.1 (2019-20)]
  - e. During the 2019-20 academic year, the institution did not include two men's cross-country students on its official eligibility list and allowed the student-athletes to compete. Additionally, the institution did not have a signed men's basketball eligibility checklist prior to the team's first exhibition contest November 2, 2019. [NCAA Bylaw 14.11.2 (2019-20)]
  - f. During the 2020-21 academic year, 17 student-athletes across multiple sports practiced and five men's and women's skiing and mixed rifle student-athletes practiced and competed prior to completing the required NCAA Student-Athlete Statement and Drug Testing Consent Forms. [NCAA Bylaws 14.1.3.1 and 14.1.4.1 (2020-21)]
2. [NCAA Division II Manual Constitution 2.8.1 (2017-18 through 2020-21)]

It is alleged that during the 2017-18 through 2020-21 academic years the scope and nature of the violations detailed in Agreed-Upon Finding of Fact No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to adequately monitor the conduct and administration of its eligibility certification program. Specifically, for multiple years the institution failed to check and/or ensure the amateurism and academic eligibility of incoming student-athletes through the Eligibility Center as detailed in Agreed-Upon Finding of Fact No. 1-(a) through (d). Further, the institution failed to have a system in place to ensure compliance with NCAA eligibility legislation by accurately completing required NCAA eligibility forms.

### **III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

### **IV. REVIEW OF OTHER ISSUES**

The enforcement staff considered whether the former compliance officer should be held at-risk for the violations, particularly in circumstances where he should have known student-athletes were ineligible due to more obvious circumstances. However, the enforcement staff ultimately

concluded that the failures were derived from the former compliance officer's inability to devote the appropriate time to the certification process due to his myriad of responsibilities and the institution's inadequate certification systems and lack of checks and balances.

## **V. PARTIES' AGREED-UPON PENALTIES**

Pursuant to Bylaw 32.6.2.3-(e), the parties agree to the following penalties:

### **Penalties for Major Violations (Bylaw 19.5.2)**

1. Public reprimand and censure through the public release of the negotiated resolution agreement.
2. Three years of probation from March 18, 2022, through March 17, 2025.<sup>2</sup>
3. 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 recruiting and certification legislation.
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by May 15, 2022, setting forth a schedule for establishing this compliance and educational program. The preliminary report must also include a copy of the recently (or soon to be) completed outside audit, including the auditor's recommendations and a reasonable schedule for when the recommendations will be completed and implemented during the probationary period;
  - c. File with the OCOI annual compliance reports indicating the progress made with this program by February 1<sup>st</sup> during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to certification and student-athlete eligibility. Moreover, Alaska Fairbanks must include specific examples of certification and eligibility-related education provided to Alaska Fairbanks coaching staff members regarding their responsibilities in signing off on eligibility checklists and ensuring that only eligible student-athletes represent the institution.
  - d. Inform prospects in the nine affected sport programs in writing that Alaska Fairbanks is on probation for three years and detail the violations committed. If

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<sup>2</sup> This probation period should run concurrently with the two-year probation established in Division I Case No. 01253.

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 a National Letter of Intent.

- 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 webpage "landing page" and in the media guides for the affected sport programs. 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.
- 4. Alaska Fairbanks shall pay a fine of \$2,500 to the NCAA.<sup>3</sup>
  - 5. Vacation of team and individual records: Alaska Fairbanks acknowledged that ineligible participation occurred as a result of violations in this case. Therefore, pursuant to Bylaws 19.5.2-(g) and Executive Regulations 31.2.2.4 and 31.2.2.5, Alaska Fairbanks shall vacate all regular season and conference tournament wins, records and participation in which the ineligible student-athletes detailed in this case competed from the time they became ineligible through the time they were reinstated as eligible for competition. This order of vacation includes all regular season competition and conference tournaments. 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 ineligible student-athletes shall be retained. Further, the institution's records regarding its athletics programs, as well as the records of the head coaches, 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 their 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

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<sup>3</sup> In considering the value of the fine, the parties took into account that the institution proactively allocated costs to securing an outside audit to review the institution's compliance program.

public reference to the vacated records shall be removed from the athletics department stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in these sports 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 30 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.

6. Alaska Fairbanks is required to provide the Committee on Infractions (COI) with a copy of its outside audit and the recommendations contained therein as an attachment to its preliminary compliance report. Alaska Fairbanks shall implement all recommendations made by the reviewer during the probationary period. As part of the annual reporting process, Alaska Fairbanks must include updates on the status of the recommendations.
7. During each year of the term of probation, the director of athletics and compliance staff shall attend NCAA Regional Rules Seminars. Moreover, during the first two years of probation, any and all individuals with eligibility certification-related responsibilities must also attend NCAA Regional Rules Seminars. The institution shall provide in its annual compliance reports a list of the sessions the associate athletics director for compliance attends at these seminars.
8. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's chancellor shall provide a letter to the COI affirming that the institution's current athletics policies and practices conform to all requirements of NCAA regulations.

## **VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 32.6, and the COI will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA

violations 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 the violations identified in this agreement occurred and should be classified as major.

If the COI approves the negotiated resolution, the institution agrees that it will take every precaution to ensure the terms of the penalties are observed. The institution acknowledges that it has or will impose and follow the penalties contained within the negotiated resolution, and these penalties are in accordance with those prescribed in Bylaw 19.5. The OCOI 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 may be considered grounds for prescribing more severe penalties or may result in additional allegations and violations. Additionally, as required by NCAA legislation for any institution involved in a major infractions case, Alaska Fairbanks shall be subject to the provisions of Bylaw 19.5.2.3 concerning repeat violators for a five-year period beginning on the effective date of the penalties in this case, March 18, 2022.

The parties acknowledge that this negotiated resolution may be voidable by the COI 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.

The parties further acknowledge that the COI, subsequent to its review of the negotiated resolution, may reject the negotiated resolution. Should the COI reject the negotiated resolution, the parties understand that the case may be submitted through a summary disposition report (Bylaw 32.7) or notice of allegations (Bylaw 32.6) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

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

Pursuant to Bylaw 32.6.5, the COI approves the parties' negotiated resolution agreement. The COI's review of this agreement is limited. The COI 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 32.6.3. In this case, the COI determines that the agreed-upon facts, violations, and type of violations are appropriate for this process. The agreed-upon penalties align with the penalties available under Bylaw 19.5 and with past case guidance. Pursuant to Bylaw 32.6.5, this negotiated resolution has no precedential value.

The COI advises Alaska Fairbanks that it should take every precaution to ensure that it observes 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 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 DIVISION II COMMITTEE ON INFRACTIONS

Jessica Chapin  
David Hansburg  
John David Lackey, Chair  
Richard Loosbrock  
Melissa Reilly  
Leslie Schuemann  
Jason Sobolik

## **APPENDIX A**

### **UNIVERSITY OF ALASKA FAIRBANKS' CORRECTIVE ACTIONS**

1. Currently conducting an NCAA Compliance Blueprint Review and Root Cause Analysis. This review will provide recommendations for improvements in compliance functions across all units of the university and help eliminate any underlying barriers to NCAA compliance operations and future success
2. Removed the athletics facilities roles from the senior associate director of athletics for compliance position's responsibilities.
3. Formed an NCAA Compliance Committee with representatives from appropriate campus offices. The senior associate director of athletics for compliance is also a member of a new campus-wide Compliance Alliance.
4. Senior associate director of athletics for compliance now has direct access to meet with the Chancellor with planned quarterly meetings to discuss compliance matters.
5. Implementing ARMS compliance software to process and document NCAA rules compliance.
6. The compliance office will be providing monthly compliance education for athletic coaches and staff.
7. The eligibility team now meets to review eligibility checklists before signing them. This includes the compliance officer providing the eligibility team with initial and transfer eligibility documentation and reviewing it with the eligibility team prior to the team signing the official eligibility checklists.
8. Coaches are now involved with the initial eligibility process including monitoring their team's Eligibility Center IRL and reviewing initial eligibility and amateurism status. Coaches are also asked to take a more active role in communicating required tasks with prospects during the recruitment process. The senior associate director of athletics for compliance meets with each head coach to review eligibility checklist and initial/transfer eligibility documentation prior to the coach signing the eligibility checklist. Coaches have been provided rules education regarding what to look for on the eligibility checklist.
9. Added an Admissions report from the National Student Clearinghouse for all incoming transfer students to ensure the university knows all schools attended and receives all final transcripts.

## APPENDIX B

### NEGOTIATED RESOLUTION

University of Alaska Fairbanks – Case No. 01253

March 18, 2022

#### I. CASE SYNOPSIS

The University of Alaska Fairbanks (Alaska Fairbanks); the head men's ice hockey coach (head coach); and NCAA enforcement staff agree that from August 2018 through August 2020, the men's ice hockey coaching staff arranged for 18 incoming prospective student-athletes to stay at a free or reduced cost with current returning student-athletes and representatives of the institution's athletics interests (representatives) prior to the institution's dorms opening for the fall semester. Additionally, the coaching staff and head coach did not inform the compliance office of the arranged lodging and there was no established system of reporting or monitoring the housing arrangements for incoming men's ice hockey prospects. Lastly, during December 2020 through January 2021, an institutional staff member and representative permitted three men's ice hockey student-athletes to use their automobile at no cost.

On January 28, 2021, the interim director of athletics contacted the enforcement staff to self-report a potential violation related to the institution's men's ice hockey program and her concern regarding the potential misreporting of the violation by the institution's then director of compliance.<sup>1</sup> The violation centered around three men's ice hockey student-athletes' continued use of the automobile of an institutional staff member and representative from December 2020 through January 2021. The institution and enforcement staff then engaged in a collaborative investigation.

During interviews with the institution and enforcement staff regarding the vehicle issue, student-athletes and representatives reported new information related to potential impermissible lodging provided to incoming prospects. Specifically, the three student-athletes and the representative each reported that the men's ice hockey staff arranged for incoming prospects to stay cost-free with representatives and current student-athletes for the time period between the prospects' respective arrivals in the Fairbanks, Alaska, locale and the institution's dorms opening for the fall semester. In subsequent interviews with three representatives and six student-athletes, each confirmed similar facts that the representatives had lodged incoming prospects for a short period of time, the lodging was arranged through the hockey staff and no payment for the accommodations occurred. Additionally, the institution requested its student-athletes complete a questionnaire regarding their respective incoming lodging arrangements, which substantiated that this practice occurred from at least August 2018 through August 2020 for the 18 student-athletes identified in Agreed-Upon Finding of Fact No. 1.

The head coach reported that typically the coaching staff coordinated incoming prospects to stay with current student-athletes, but occasionally, he reached out to local hockey-supporting families through the institution's Face-off Club, a booster group that supports and fundraises for the institution's hockey program, to house the incoming prospects between the time that they arrived in Fairbanks and when the dorms opened. The head coach further reported that he alerted

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<sup>1</sup> The institution sponsors men's ice hockey at the Division I level and all other sports at the Division II level.

the incoming prospects that they would pay the going rate for room rentals with the families, but there was no system in place to verify or document if payments were made. Additionally, the head coach stated that neither he nor the hockey staff inquired about the permissibility or informed the compliance office of the housing arrangements.

The then director of compliance reported that they were aware of incoming prospects coming to the locale before dorms opened and that some incoming prospects stayed with returning student-athletes, but they were not aware of incoming prospects staying with representatives upon their arrival to Fairbanks. Further, they reported that they did not check with the hockey staff regarding the lodging arrangements or whether the incoming prospects paid for their respective lodging, and that there was no system in place to verify where the incoming prospects stayed while they were in the locale and how/if those lodging expenses were paid.

Regarding Agreed-Upon Finding of Fact No. 2, the three student-athletes and the representative reported that the representative permitted the student-athletes to use their vehicle during December 2020 through January 2021. Each reported that the student-athletes had a vehicle they owned together, but it was unreliable and continually broke down needing repair. The representative reported that they offered their vehicle for the student-athletes to use until their vehicle was repaired. Institutional parking records indicate that the student-athletes used the vehicle on 15 days to attend class and other on-campus activities.

## **II. PARTIES' AGREEMENTS**

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

1. [NCAA Division I Manual Bylaws 12.11.1 and 16.8.1 (2018-19 and 2019-20) and 13.2.1, 13.2.1.1-(h) and 13.15.1 (2018-19 through 2020-21)] (Level II)

The institution and enforcement staff agree that during at least August 2018 through August 2020, the men's ice hockey coaching staff arranged for at least 18 men's ice hockey prospective student-athletes to reside in the locale of the institution at free or reduced cost with representatives or current student-athletes prior to the institution's dorms opening. The impermissible inducements/benefits for each of the 18 prospects ranged from \$45 to \$237 and totaled approximately \$2,259. Additionally, during that time the prospects participated in voluntary strength and conditioning workouts. As a result of the violations, eight men's ice hockey student-athletes competed and received actual and necessary expenses while ineligible.

2. [NCAA Division I Manual Bylaws 16.11.2.1 and 16.11.2.2-(c) (2020-21)] (Level III)

The institution and enforcement staff agree that between November 5, 2020, and January 26, 2021, a representative provided an impermissible benefit in the form of the use of their 2010

Toyota Venza automobile for at least 15 days to three men's ice hockey student-athletes. The approximate value of the impermissible benefit was \$101. Specifically, the representative permitted the student-athletes to use their vehicle on an as-needed basis, primarily because the student-athletes' vehicle was continually breaking down.

3. [NCAA Division I Manual Bylaw 11.1.1.1 (2018-19 through 2020-21)] (Level II)

The institution, head coach and enforcement staff agree that between August 2018 and August 2020, the head coach is presumed responsible for violations detailed in Agreed-Upon Finding of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, the head coach did not demonstrate that they promoted an atmosphere for compliance because of their personal involvement in arranging for the impermissible inducements detailed in Agreed-Upon Finding of Fact No. 1. Further, the head coach failed to monitor their staff due to his knowledge of their staff's arranging the impermissible inducements detailed in Agreed-Upon Finding of Fact No. 1 and their failure to recognize any red flags, consult compliance or self-detect violations.

4. [NCAA Division I Manual Constitution 2.8.1 (2018-19 through 2020-21)] (Level II)

The institution and enforcement staff agree that between August 2018 and August 2020, the scope and nature of the violations detailed in Agreed-Upon Finding of Fact No. 1 demonstrate that the institution violated the NCAA principle of rules compliance when it failed to establish adequate compliance systems, provide adequate rules education or adequately monitor and ensure the men's ice hockey program adhered to NCAA legislation regarding lodging when prospective student-athletes move to the locale of the institution the summer prior to enrollment.

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

Pursuant to NCAA Bylaw 19.5.12.1.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable.

In analyzing the aggravating and mitigating factors for the institution, the enforcement staff recognized the institution's cooperative efforts during the investigation by identifying Bylaw 19.9.4-(i). Throughout the investigation the interim assistant athletics director for compliance, who was working remotely from another state, provided the enforcement staff with substantial assistance in securing, scheduling and coordinating student-athlete interviews and obtaining questionnaire results pertaining to the lodging issues. This was particularly important as the student-athletes were primarily international students who were studying remotely off campus due to the COVID-19 pandemic and the cancellation of the institution's men's ice hockey season. Coordinating and scheduling interviews does not normally reach the high bar of exemplary cooperation per Bylaw 19.9.4-(f); however, the enforcement staff recognized that the institution's cooperative effort under the unique circumstances raised by the COVID-19 pandemic and the

remote nature of participating individuals being spread around the globe was instrumental in timely concluding the investigation and warranted mitigating credit.

The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level II – Standard for the institution and Level II – Mitigated for the head coach.

**Institution:**

1. Aggravating factors (Bylaw 19.9.3).<sup>2</sup>
  - a. A history of Level I, Level II or major violations by the institution [Bylaw 19.9.3-(b)].
  - b. Multiple Level II violations by the institution [Bylaw 19.9.3-(g)].
  - c. One or more violations caused significant ineligibility to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].
2. Mitigating factors (Bylaw 19.9.4).
  - a. Prompt acknowledgement of the violation, acceptance of responsibility and imposition of meaningful corrective measures [Bylaw 19.9.4-(b)].
  - b. Affirmative steps to expedite final resolution of the matter [Bylaw 19.9.4-(c)].
  - c. Other facts warranting a lower penalty range [Bylaw 19.9.4-(i)].

**Involved Individual (head coach):**

1. Aggravating factor (Bylaw 19.9.3).

One or more violations caused significant ineligibility to a student-athlete or prospective student-athlete [Bylaw 19.9.3-(i)].

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<sup>2</sup> Due to the head coach's personal involvement and knowledge of his staff's involvement in arranging the impermissible inducements detailed in agreed-upon Violation No. 1, the panel considered the potential application of Bylaw 19.9.3-(h), *Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct*, as an aggravating factor for both the institution and the head coach. However, the panel determined that the addition of this factor would not change the level or classification of the case for either party, nor does its omission render the penalties manifestly unreasonable or contrary to the best interests of the Association. Thus, and in accordance with COI procedures, the panel defers to the parties' agreement.

2. Mitigating factors (Bylaw 19.9.4).

- a. Prompt acknowledgement of the violation and acceptance of responsibility [Bylaw 19.9.4-(b)].
- b. Affirmative steps to expedite the resolution of the matter [Bylaw 19.9.4-(c)].
- c. The absence of prior conclusions of Level I, Level II or major violations [Bylaw 19.9.4-(h)].

**III. OTHER VIOLATIONS OF NCAA LEGISLATION SUBSTANTIATED; NOT ALLEGED**

None.

**IV. REVIEW OF OTHER ISSUES**

None.

**V. PARTIES' AGREED-UPON PENALTIES<sup>3</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 19.5.12.1.3-(e), the parties agree to the following penalties:

**Core Penalties for Level II – Standard Violations (Bylaw 19.9.5)**

1. Probation: Two years of probation from March 18, 2022, through March 17, 2024.
2. Financial penalty: The institution shall pay a fine of \$5,000 to the NCAA.
3. Recruiting restrictions: The institution shall prohibit off-campus recruiting contacts, evaluations and recruiting communications in men's ice hockey for two weeks during the 2021-22 academic year.

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<sup>3</sup> If an opportunity to serve a penalty will not be available due to circumstances related to COVID-19, the penalty must be served at the next available opportunity. With the exception of postseason bans, probation and general show-cause orders, this methodology applies to all penalties, including institutional penalties, specific restrictions within show-cause orders and head coach restrictions, unless otherwise noted.

#### **Core Penalties for Level II – Mitigated Violations (Bylaw 19.9.5)**

4. Head coach restriction: The head coach violated head coach responsibility legislation when he failed to promote an atmosphere of compliance and meet monitoring expectations the membership has placed on head coaches. Bylaw 19.9.5.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, Alaska Fairbanks or any member institution that employs the head coach in an athletically related position shall suspend the head coach from two percent of the men's ice hockey regular season contests of the 2021-22 season. This percentage corresponds with one regular season contest. The provisions of this suspension require that the head coach not be present in the facility where the contests are played and have no contact or communication with the men's ice hockey coaching staff members or student-athletes during the one contest-suspension period. The prohibition includes all coaching activities for the period of time that begins at 12:01 a.m. on the day of the contest and ends at 11:59 p.m. that day. During that period, the head coach may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. The results of those contests from which the head coach is suspended shall not count toward the head coach's career coaching record.

#### **Additional Penalties for Level II – Standard Violations (Bylaw 19.9.7)**

5. Public reprimand and censure through the release of the negotiated resolution agreement.
6. Vacation of team and individual records: Ineligible participation in the men's ice hockey program occurred over the 2018-19 through 2019-20 academic years as a result of violations in this case. Therefore, pursuant to Bylaws 19.9.7-(g) and 31.2.2.3 and the NCAA Division I Committee on Infractions Internal Operating Procedure 5-15-7, Alaska Fairbanks 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, Alaska Fairbanks' 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 ineligible student-athletes shall be retained. Further, the Alaska Fairbanks's records regarding its men's ice hockey 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 stationary, banners displayed in public areas and any other forum in which they may appear. Any trophies awarded by the NCAA in men's ice hockey 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 30 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 office of the Committees on Infractions at the same time.

7. 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 recruiting and certification legislation.
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by May 15, 2022, 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 February 1<sup>st</sup> during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to recruiting inducements and institutionally provided or arranged benefits.
  - d. Inform prospects in the men's ice hockey program 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 a National Letter of Intent.

- 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 webpage "landing page" and in the media guides for the men's ice hockey program. 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.
8. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's chancellor 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.

## **VI. OTHER AGREEMENTS**

The parties agree that this case will be processed through the NCAA negotiated resolution process as outlined in Bylaw 19.5, 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 II-Standard for the institution and Level II-Mitigated for the head coach.

If a hearing panel approves the negotiated resolution, the institution and head coach agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution and head coach acknowledge 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 19.9.5, 19.9.6, 19.9.7 and 19.9.8. The Office of the Committees on Infractions will monitor the penalties during their effective periods. Any action by the institution or head coach 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.

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 case may be submitted through a summary disposition report (Bylaw 19.6) or notice of allegations (Bylaw 19.7) 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 Bylaw 19.5.12, the hearing panel approves the parties' negotiated resolution agreement. The hearing panel's review of this agreement is limited. Hearing 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 19.5.12.2. In this case, the hearing panel determines that the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level II-Standard for Alaska Fairbanks and Level II-Mitigated for the head coach. The agreed-upon penalties align with the ranges identified for core penalties for Level II-Standard and Level II-Mitigated violations in Figure 19-1 and Bylaw 19.9.5 and with the additional penalties available under Bylaw 19.9.7. Pursuant to Bylaw 19.5.12.4, this negotiated resolution has no precedential value.

The COI advises Alaska Fairbanks and the head coach 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 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

Cassandra Kirk  
Joe Novak  
Sankar Suryanarayan, Chief Hearing Officer

## **APPENDIX**

### **UNIVERSITY OF ALASKA FAIRBANKS'S CORRECTIVE ACTIONS**

1. Currently conducting an NCAA Compliance Blueprint Review and Root Cause Analysis. The review will provide recommendations for improvements in compliance functions across all units of the university and help eliminate any underlying barriers to compliance operations.
2. Removed the athletics facilities roles from the senior associate director of athletics for compliance position's responsibilities.
3. Formed an NCAA Compliance Committee with representatives from appropriate campus offices. The senior associate director of athletics for compliance is also a member of a new campus-wide Compliance Alliance.
4. Senior associate director of athletics for compliance now has direct access to meet with the chancellor with planned quarterly meetings to discuss compliance matters.
5. Implementing ARMS compliance software to process and document NCAA rules compliance.
6. The compliance office will be providing monthly compliance education for athletics coaches and staff.
7. Implemented new policies and processes for documenting benefits received.
8. Provide NCAA rules education to each sport team's student-athletes at the beginning of the fall semester.
9. Men's ice hockey coaches no longer coordinate early arrivals of student-athletes.
10. Provided the men's ice hockey program with education regarding benefits and process for how, and from whom, to properly ask questions related to benefit permissibility and tracking.
11. All current student-athletes who received impermissible benefits have made restitution and have had their eligibility reinstated.