

## NEGOTIATED RESOLUTION<sup>1</sup>

U.S. Air Force Academy – Case No. 020232

September 28, 2023

### I. CASE SYNOPSIS

The U.S. Air Force Academy (Air Force), then head golf coach, head ice hockey coach, assistant ice hockey coach 1, assistant ice hockey coach 2 and NCAA enforcement staff agree with the violations and penalties detailed below.

#### Commencement of the investigation.

In late February 2022, the institution's compliance staff received information through their online compliance reporting system that then head golf coach, who is no longer employed by the institution in any capacity, engaged in sports wagering activities in late 2020.<sup>2</sup> The information came from the former girlfriend of then head golf coach, who knew then head golf coach used her name to bet on sports. The institution reported the information to the Colorado Division of Gaming and to the enforcement staff. After the Colorado Division of Gaming's criminal investigation was complete, the enforcement staff began its investigation.

#### Sports wagering.

On September 20, 2020, then head golf coach created an account on an online sports wagering platform using his girlfriend's driver's license and social security number and his own personal email address.<sup>3</sup> Then head golf coach created the account in this manner because he knew NCAA rules prohibited his participation in sports wagering. From September 29 through December 10, 2020, this account placed a total of 253 wagers on both professional and collegiate sports. Of those 253 wagers, 107 were on NCAA events, including wagers on six of the institution's football games that season. In total, then head golf coach wagered \$9,259 on NCAA or professional sports competitions, including \$250 on six Air Force football games.

On October 23, 2020, the online sports wagering platform flagged the account and denied additional funding when then head golf coach attempted to add an additional funding source associated with a trust fund in his name. When the existing funds in the online sports wagering account were depleted in mid-December 2020, the wagers ceased. In the spring of 2021, then head golf coach and his girlfriend ended their relationship. On February 26, 2022, then head golf coach

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

<sup>2</sup> Then head golf coach served as Air Force's head men's golf coach for 19 seasons (2002-21) before serving as the associate director of athletics for recruiting support from August 2021 through May 2023. In his administrative role, he served as the athletics department's liaison to the academy's admissions office.

<sup>3</sup> The initial funding source of the account is unclear; however, then head golf coach admitted he was the ultimate source of the funding.

closed the online sports wagering account after his then ex-girlfriend requested he do so because the account was in her name.

Tampering in the men's ice hockey program.

On March 16, 2023, the institution informed the enforcement staff of possible recruiting violations within the men's ice hockey program. In early March, during a meeting with the men's ice hockey staff, the then associate director of athletics for recruiting identified that the men's ice hockey coaches may have contacted a men's ice hockey student-athlete (student-athlete 1) enrolled at another NCAA Division I institution prior to him entering the transfer portal and reported this information to the institution's compliance office.<sup>4</sup>

In late December 2022, student-athlete 1 discussed transferring from his current institution with his father who was an assistant men's ice hockey coach at another NCAA Division I institution and began researching possible schools with both hockey and engineering programs. Student-athlete 1 and his family identified Air Force as a possible option. Unsure if the institution accepted transfers, student-athlete 1's father contacted assistant ice hockey coach 2 due to their prior professional relationship. Assistant ice hockey coach 2 confirmed that the institution accepted transfer student-athletes and directed the family to work with assistant ice hockey coach 1, who served as the coaching staff's primary recruiter. From December 23, 2022, through March 3, 2023, assistant ice hockey coach 1 and assistant ice hockey coach 2 communicated frequently with both student-athlete 1 and his father via phone calls, text messages and email. The majority of their communication was about the institution's application process and its unique deadlines; however, on February 9, 2023, assistant ice hockey coach 1 provided student-athlete 1 with a recruiting questionnaire and multiple men's ice hockey recruiting videos. When the institution discovered the violation March 9, 2023, they instructed the men's ice hockey staff to cease communication with student-athlete 1. Student-athlete 1 entered the transfer portal March 27, 2023, and subsequently committed to another institution March 31, 2023.

Though assistant ice hockey coach 1 and assistant ice hockey coach 2 received adequate education by the institution's compliance office, they did not realize their communication with student-athlete 1 and his father was impermissible. While the institution accepts transfer student-athletes, the men's ice hockey program has only had one transfer student-athlete in the last five seasons, so assistant ice hockey coach 1 and assistant ice hockey coach 2 did not pay close enough attention to the subject matter. Further, assistant ice hockey coach 1 and assistant ice hockey coach 2 believed their communication with student-athlete 1 and his father was permissible because of their preexisting relationship with the father and because the communication was largely regarding the institution's admissions process.

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<sup>4</sup> Then associate director of athletics for recruiting support served in that role from August 2021 through May 2023. Prior to that role, he was Air Force's head men's golf coach for 19 seasons (2002-21).

## **II. PARTIES' AGREEMENTS**

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

#### 1. [NCAA Division I Manual Bylaws 10.01.1, 10.3 and 10.4 (2020-21)] (Level I)

The institution, then head golf coach and enforcement staff agree that from September 29 through December 10, 2020, then head golf coach violated the NCAA principles of honesty and sportsmanship when he knowingly participated in sports wagering activities. Specifically, then head golf coach placed a total of 253 wagers totaling \$9,259 on professional and intercollegiate sports competitions, including six wagers on games involving the institution's football team.

#### 2. [NCAA Division I Manual Bylaw 11.1.1.1 (2020-21)] (Level I)

The institution, then head golf coach and enforcement staff agree that from September 29 through December 10, 2020, then head golf coach is presumed responsible for the violations detailed in Agreed-Upon Findings of Fact No. 1 and did not rebut the presumption of responsibility. Specifically, then head golf coach did not demonstrate that he promoted an atmosphere for compliance due to his personal involvement in the violations.

#### 3. [NCAA Division I Manual Bylaw 13.1.1.3 (2022-23)] (Level II)

The institution, assistant ice hockey coach 1, assistant ice hockey coach 2 and enforcement staff agree that from December 23, 2022, through March 3, 2023, assistant ice hockey coach 1 and assistant ice hockey coach 2 had approximately 18 impermissible recruiting contacts with student-athlete 1 and student-athlete 1's father. Specifically, assistant ice hockey coach 1 and assistant ice hockey coach 2 exchanged multiple phone calls, text messages and emails with student-athlete 1 and student-athlete 1's father about the institution's admissions process and men's ice hockey program prior to student-athlete 1 entering the transfer portal.

#### 4. [NCAA Division I Manual Bylaw 11.1.1.1 (2022-23)] (Level II)

The institution, head ice hockey coach and enforcement staff agree that from January 12 through March 3, 2023, head ice hockey coach is responsible for the violations detailed in Agreed-Upon Findings of Fact No. 3.

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

Pursuant to NCAA Bylaw 19.10.3-(e), the parties agree that the aggravating and mitigating factors identified below are applicable. The parties assessed the factors by weight and number and agree that this case should be properly resolved as Level I – Mitigated for the institution, Level I – Aggravated for then head golf coach, Level II – Standard for assistant ice hockey coach 1 and assistant ice hockey coach 2 and Level II – Mitigated for head ice hockey coach.

**Institution:**

1. Aggravating factors (Bylaw 19.12.3.1).
  - a. Multiple Level I and/or multiple Level II violations for which the institution is responsible [Bylaw 19.12.3.1-(a)].
  - b. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.1-(e)].
2. Mitigating factors (Bylaw 19.12.4.1).
  - a. Prompt self-disclosure of the violations [Bylaw 19.12.4.1-(a)].
  - b. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.1-(b)].
  - c. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.1-(d)].
  - d. An established history of self-reporting Level III or secondary violations (i.e., at minimum, five violations per year for the previous five years) [Bylaw 19.12.4.1-(e)].

**Involved Individual (then head golf coach):**

1. Aggravating factors (Bylaw 19.12.3.2).
  - a. Multiple Level I and/or multiple Level II violations [Bylaw 19.12.3.2-(a)].
  - b. Violations were premeditated, deliberate or committed after substantial planning [Bylaw 19.12.3.2-(c)].
  - c. Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].
  - d. Conduct intended to generate pecuniary gain for the individual [Bylaw 19.12.3.2-(h)].
  - e. Intentional, willful or blatant disregard for NCAA bylaws [Bylaw 19.12.3.2-(i)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Prompt acknowledgement and acceptance of responsibility for the violations [Bylaw 19.12.4.2-(b)].
- b. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.2-(c)].
- c. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**Involved Individual (assistant ice hockey coach 1):**

1. Aggravating factor (Bylaw 19.12.3.2).

Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.2-(c)].
- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**Involved Individual (assistant ice hockey coach 2):**

1. Aggravating factor (Bylaw 19.12.3.2).

Persons of authority condoned, participated in or negligently disregarded the violation or related wrongful conduct [Bylaw 19.12.3.2-(d)].

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.2-(c)].
- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

**Involved Individual (head ice hockey coach):**

1. Aggravating factor (Bylaw 19.12.3.2).

The enforcement staff did not identify any aggravating factors.

2. Mitigating factors (Bylaw 19.12.4.2).

- a. Affirmative steps to expedite final resolution of the matter [Bylaw 19.12.4.2-(c)].
- b. The absence of prior conclusions of Level I, Level II or major violations committed by the involved individual [Bylaw 19.12.4.2-(e)].

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

None.

**IV. REVIEW OF OTHER ISSUES**

The institution's repeat violator status.

On September 12, 2022, a hearing panel of the NCAA Division I Committee on Infractions approved a negotiated resolution involving the institution, which detailed the football program's involvement in Level I recruiting violations. Therefore, the mitigating factor "absence of prior conclusions of Level I, Level II or major violations committed by the institution within the past 10 years" [Bylaw 19.12.4.1-(h)] does not apply, and the institution is considered a repeat violator pursuant to Bylaw 19.12.5.

The institution and enforcement staff considered the application of Bylaw 19.12.5 when assigning meaningful penalties as a result of the institution's second Level I or II case in less than a year. Accordingly, the institution and enforcement staff departed upward per Bylaw 19.12.5.2 when determining the appropriate cell of Figure 19-1 for the institution's probation penalty.

Although the parties agreed to a probation penalty that overlaps with the cell for Level I – Standard violations, several factors illustrate why the parties did not depart upward for other penalties. First, neither the previous nor the current case included a failure to monitor or a lack of institutional control allegation. In both cases, the institution demonstrated that it had monitoring and compliance mechanisms in place to detect violations in a timely manner, in fact, it was these very systems that detected the violations in the football program (in the previous case) and men's ice hockey program (in this case) shortly after they began. Once the sports wagering violations in

this resolution were discovered, the institution's established relationship with the Colorado Division of Gaming and the Rocky Mountain Sports Wagering Working Group enabled the institution to take swift action with the authorities and assist the enforcement staff in gathering key information to expedite fact gathering. In all instances, the institution reported the violations immediately, worked diligently and collaboratively with the enforcement staff and took affirmative steps to ensure all matters were thoroughly investigated and resolved.

Second, then head golf coach engaged in sports wagering activities in a manner designed to conceal the violations and did not seek information from or otherwise involve any other individuals from the institution, including coaches or student-athletes. Additionally, he committed the sports wagering violations before the institution was placed on probation in September 2022. Further, the proposed penalties for then head golf coach are impactful and at the upper end of the core penalties identified in Figure 19-1.

Third, the sports wagering violations did not provide a recruiting, competitive or any other advantage to the men's golf program or institution.

Fourth, the violations involving the men's ice hockey program involved the recruitment of only one four-year prospective student-athlete, and the substance of the impermissible communications primarily concerned the institution's complex and unique application process as a service academy. Additionally, the proposed penalties for the men's ice hockey program and those involved individuals (two assistant ice hockey coaches) directly responsible for the violations are meaningful and within the core penalty range in Figure 19-1.

#### Head coach responsibility for head ice hockey coach.

The parties considered the appropriate penalties for head ice hockey coach, who did not commit or know of the underlying violations involving impermissible contact with student-athlete 1. Because head ice hockey coach was not exposed to the impermissible communications and otherwise promoted an atmosphere of compliance and monitored his staff, the parties agreed that a head coach restriction penalty was not appropriate; however, head ice hockey coach, who is currently employed at the institution, will be subject to the institutional recruiting restrictions outlined below and will coach the first six contests of the 2023-24 season with one of his assistant

coaches suspended. Further, head ice hockey coach attended the 2023 Regional Rules Seminar in Indianapolis in May and will educate other head coaches at the institution regarding tampering and the infractions process during the 2023-24 academic year.

## **V. PARTIES' AGREED-UPON PENALTIES<sup>5</sup>**

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

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

### **Core Penalties for Level I – Mitigated Violations (Bylaw 19.12.6)**

1. Probation: Three years of probation, to run consecutively to the probation in Case No. 01259. This will extend the probation period through September 11, 2027.<sup>6</sup>
2. The institution shall pay a fine of \$5,000 to the NCAA.
3. The institution shall prohibit all recruiting communications in men's ice hockey for two weeks between January 1 and 14, 2024.

### **Core Penalties for Level I – Aggravated Violations (Bylaw 19.12.6)**

4. Show-cause order: Then head golf coach violated the NCAA principles of honesty and sportsmanship when he knowingly participated in sports wagering activities. Therefore, then head golf coach shall be subject to a five-year show-cause order from September 28, 2023, through September 27, 2028. In accordance with Bylaw 19.12.6.4 and Committee on Infractions Internal Operating Procedure (IOP) 5-15-5, any employing member institution shall restrict then head golf coach from all athletically related activity during the show-cause period. If then head golf coach becomes employed by a member institution in an athletically related position during the five-year show-cause period, the employing institution shall abide by the terms of the show-cause order unless it contacts the Office of the Committees on Infractions (OCOI) to make arrangements to show cause why the terms of the order should not apply.

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<sup>5</sup> All penalties must be completed during the time periods identified in this decision. If completion of a penalty is impossible during the prescribed period, the institution shall make the Committee on Infractions aware of the impossibility and must complete the penalty at the next available opportunity.

<sup>6</sup> The probationary period in Case No. 01259 began September 12, 2022, and is scheduled to end September 11, 2024.



5. Head coach restriction: Then head golf coach violated head coach responsibility legislation when he knowingly participated in sports wagering activities. Bylaw 19.12.6.5 and the Figure 19-1 penalty guidelines contemplate head coach suspensions to address head coach responsibility violations. Therefore, should then head golf coach become employed in an athletically related position at an NCAA member institution following the five-year show-cause period, then head golf coach shall be suspended from 50% of the men's golf regular season dates of competition in the first season following the show-cause order. This percentage corresponds with the first 12 regular season dates of competition. The provisions of this suspension require that head golf coach not be present in the facility where the contests are played and have no contact or communication with the men's golf coaching staff members or student-athletes during the 12 dates-of-competition-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, then head golf 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 then head golf coach is suspended shall not count toward then head golf coach's career coaching record. Any employing institution may not utilize Bylaw 11.7.1.1.2 to replace the head coach during the period of suspension.

#### **Core Penalties for Level II – Standard Violations (Bylaw 19.12.6)**

6. Show-cause order: Assistant ice hockey coach 1 engaged in impermissible recruiting contact with a four-year prospective student-athlete before he entered the transfer portal. Therefore, assistant ice hockey coach 1 shall be subject to a one-year show-cause order from September 28, 2023, through September 27, 2024. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict assistant ice hockey coach 1 from three contests during its first three series of the 2023-24 season.<sup>7</sup> The provisions of this suspension require that assistant ice hockey coach 1 not be present in the facility where the contests are played and have no contact or communication with men's ice hockey coaching staff members or student-athletes during the three 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, assistant ice hockey coach 1 may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Additionally, any employing member institution shall prohibit assistant ice hockey coach 1 from all recruiting communications for

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<sup>7</sup> If assistant ice hockey coach 1 continues employment with Air Force, the suspension will occur during the contests currently scheduled for October 7, 13 and 20, 2023.

two weeks between January 1 and 14, 2024.<sup>8</sup> Air Force or any member institution that employs assistant ice hockey coach 1 in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

7. Show-cause order: Assistant ice hockey coach 2 engaged in impermissible recruiting contact with a four-year prospective student-athlete before he entered the transfer portal. Therefore, assistant ice hockey coach 2 shall be subject to a one-year show-cause order from September 28, 2023, through September 27, 2024. In accordance with Bylaw 19.12.6.4 and Committee on Infractions IOP 5-15-5, any employing member institution shall restrict assistant ice hockey coach 2 from three contests during its first three series of the 2023-24 season.<sup>9</sup> The provisions of this suspension require that assistant ice hockey coach 2 not be present in the facility where the contests are played and have no contact or communication with men's ice hockey coaching staff members or student-athletes during the three 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, assistant ice hockey coach 2 may not participate in any coaching activities, including, but not limited to, team travel, practice, video study, recruiting and team meetings. Additionally, any employing member institution shall prohibit assistant ice hockey coach 2 from all recruiting communications for two weeks between January 1 and 14, 2024.<sup>10</sup> Air Force or any member institution that employs the assistant ice hockey coach 2 in an athletically related position during the one-year show-cause period, shall abide by the terms of the show-cause order unless it contacts the OCOI to make arrangements to show cause why the terms of the order should not apply.

#### **Additional Penalties for Level I – Mitigated Violations (Bylaw 19.12.8)**

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

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<sup>8</sup> Assistant ice hockey coach 1 is currently employed at Air Force. If assistant ice hockey coach 1 is still employed at Air Force in January 2024, the prohibition on his recruiting communication would run concurrently with institutional Penalty No. 3.

<sup>9</sup> If assistant ice hockey coach 2 continues employment with Air Force, suspension will occur during the contests currently scheduled for October 8, 14 and 21, 2023.

<sup>10</sup> Assistant ice hockey coach 2 is currently employed at Air Force. If assistant ice hockey coach 2 is still employed at Air Force in January 2024, the prohibition on his recruiting communication would run concurrently with institutional Penalty No. 3.

8. 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 OCOI by November 15, 2023, 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 July 15 during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to sports wagering and recruiting contacts.
  - d. Inform prospects in the men's golf and men's ice hockey programs in writing that the institution is on probation for three 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 golf and men's ice hockey 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.
9. Following the receipt of the final compliance report and prior to the conclusion of probation, the institution's superintendent 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 19.10, and a hearing panel comprised of members of the Committee on Infractions will review the negotiated resolution. The parties acknowledge that the negotiated resolution contains agreed-upon findings of fact of NCAA violations and agreed-upon aggravating and mitigating factors based on information available at this time. Nothing in this resolution precludes the enforcement staff from investigating additional information about potential rules violations. The parties agree that pursuant to Bylaw 19.1.3, the violations identified in this agreement occurred and should be classified as Level I – Mitigated for the institution, Level I – Aggravated for then head golf coach, Level II – Standard for assistant ice hockey coach 1 and assistant ice hockey coach 2 and Level II – Mitigated for head ice hockey coach.

If a hearing panel approves the negotiated resolution, the institution, then head golf coach, head ice hockey coach, assistant ice hockey coach 1 and assistant ice hockey coach 2 agree that they will take every precaution to ensure that the terms of the penalties are observed. The institution, then head golf coach, head ice hockey coach, assistant ice hockey coach 1 and assistant ice hockey coach 2 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 19.12.6, 19.12.7, 19.12.8 and 19.12.9. The OCOI will monitor the penalties during their effective periods. Any action by the institution, then head golf coach, head ice hockey coach, assistant ice hockey coach 1 or assistant ice hockey coach 2 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 panel will issue instructions for processing of the case pursuant to hearing resolution (Bylaw 19.8) or limited resolution (Bylaw 19.9) and prior agreed-upon terms of the rejected negotiated resolution will not be binding.

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

Pursuant to NCAA Bylaw 19.10.1, the panel approves the parties' negotiated resolution agreement. The panel's review of this agreement is limited. Panels may only reject a negotiated resolution agreement if the agreement is not in the best interests of the Association or if the agreed-upon penalties are manifestly unreasonable. *See* Bylaw 19.10.4. In this case, the panel determines the agreed-upon facts, violations, aggravating and mitigating factors, and classifications are appropriate for this process. Further, the parties classified this case as Level I – Mitigated for Air Force, Level I – Aggravated for then head golf coach, Level II – Standard for assistant ice hockey coach 1 and assistant ice hockey coach 2, and Level II – Mitigated for head ice hockey coach. The agreed-upon penalties align with the Bylaw 19.12.6 and Figure 19-1 core penalty ranges for those classifications and with the additional penalties available under Bylaw 19.12.8. Pursuant to Bylaw 19.10.6, this negotiated resolution has no precedential value.

The COI advises Air Force, then head golf coach, assistant ice hockey coaches 1 and 2, and head ice hockey 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 and/or the involved individuals 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  
Norman Bay  
Vince Nicastro  
Dave Roberts, Chief Hearing Officer

**APPENDIX**

**U.S. AIR FORCE ACADEMY'S CORRECTIVE ACTIONS**

1. The institution will partner with EPIC Risk Management to provide sports wagering-related education to its athletics department and student-athletes during the 2023-24 academic year.
2. The institution will hire two additional full-time employees in its athletics compliance office before the start of the 2023-24 academic year.
3. The institution's compliance staff provided rules education regarding four-year college transfers and head coach control to head coaches group.
4. The involved men's ice hockey coaching staff attended the 2023 Regional Rules Seminar in Indianapolis.
5. The head men's ice hockey coach will provide rules education regarding contacts with four-year college transfers and regarding the infractions process to his peers at a future institution head coaches group meeting.
6. The assistant men's ice hockey coaches will provide rules education regarding contacts with four-year college transfers and regarding the infractions process to their peers at a future institution coaches' group meeting.