



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Kory Alford**, Former Director of Player Development, University of Nevada, Reno, State of Nevada,

Ethics Complaint
Case No. 22-038C

Subject. /

STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 22-038C before the Nevada Commission on Ethics (“Commission”) concerning Kory Alford (“Alford”), Former Director of Player Development, University of Nevada, Reno.
2. **JURISDICTION:** At all material times, Alford served as the Director of Player Development, University of Nevada, Reno and was a public employee as defined in NRS 281A.150. The Ethics in Government Law (“Ethics Law”) set forth in NRS Chapter 281A gives the Commission jurisdiction over elected and appointed public officers and public employees whose conduct is alleged to have violated the provisions of NRS Chapter 281A. See NRS 281A.280. Accordingly, the Commission has jurisdiction over Alford in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION**
 - a. On April 19, 2022, the Commission issued its *Order Initiating Ethics Complaint, Accepting Jurisdiction and Directing an Investigation* in Ethics Complaint No. 22-038C (“Ethics Complaint”), alleging that Alford violated NRS 281A.400(3), (5), (7), and (10) and NRS 281A 420(1).
 - b. On April 19, 2022, staff of the Commission issued a *Notice of Complaint and Investigation* under NRS 281A.720(2), stating the allegations.
 - c. In lieu of an adjudicatory hearing before the Commission, Alford and the Commission now enter into this Stipulated Agreement.

4. **STIPULATED FACTS:** At all material times, the following facts were relevant to this matter:¹

a. Kory Alford (“Alford”) served as the Director of Player Development at the University of Nevada, Reno (“UNR”) from May 2019 until April 30, 2020.

b. On April 11, 2020, Alford accepted the position of Head Men’s Basketball Coach at Huntington University (“Huntington”), a private university in Indiana.

c. After accepting the Huntington position but while still employed at UNR², Alford and his father, UNR’s Men’s Basketball Head Coach Steve Alford (“Steve”), negotiated a contract between Huntington and UNR for a non-conference guarantee basketball game for which UNR was to pay Huntington’s Men’s Basketball team to travel to UNR (“Contract”).

d. UNR’s non-conference schedule originally included a guaranteed game against Southern Utah University, for which UNR would be paying \$85,000. Southern Utah cancelled due to COVID concerns.

e. The Huntington game contemplated by the Contract replaced this game. The Contract called for payment by UNR to Huntington of \$40,000, 20 free hotel nights, and 50 complimentary game tickets.

f. On April 14, 2020, Alford’s new role at Huntington was publicly announced, including through a press release on UNR’s website. On or about that same day, Alford sent an email to Matthew Smith (“Smith”), UNR’s Assistant Athletics Director for Finance, informing Smith of the UNR Men’s Basketball schedule, including the terms of the Contract for the non-conference guarantee game between Huntington and UNR.

g. On May 1, 2020, Alford began his position as Huntington’s Head Men’s Basketball Coach.

h. The Contract was first signed by Huntington Athletic Director Lori Culler on April 30, 2020, and by Alford on May 1, 2020, his first day of employment by Huntington. The Contract was then transmitted to UNR, where it was first signed by then-UNR Athletic

¹ Stipulated Facts do not constitute part of the “Investigative File” as that term is defined by NRS 281A.775. All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Stipulated Agreement.

² Following his acceptance of the position at Huntington, which role was to commence on May 1, 2020, it was suggested to Alford by UNR’s then-Athletic Director Doug Knuth that Alford should resign effective as of April 30, 2020.

Director Doug Knuth on May 1, 2020, and subsequently by Steve with an undated signature.

i. There was no performance of the Contract, and the game was never played due to Covid-19 issues.

5. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, Alford and the Commission agree as follows:

a. Each of the stipulated facts enumerated in Section 4 of this Stipulated Agreement (“Agreement”) is agreed to by the parties.

b. Allegations that Alford violated NRS 281A.400(3), (5) and (7) and NRS 281A.420(1) are hereby dismissed by stipulation of the parties.

c. Alford’s actions constitute a single course of conduct resulting in one violation of the Ethics Law, implicating the provisions of NRS 281A.400(10).

d. Based upon the consideration and application of the statutory mitigating criteria set forth in NRS 281A.775, the Commission concludes that Alford’s violation in this case should not be deemed a willful violation pursuant to NRS 281A.170 and the imposition of a civil penalty is not appropriate for the following reasons:

- 1) **Seriousness of Violation:** Alford was employed by UNR at the time he sought the Contract for his future employer Huntington. However, with UNR’s consent Alford had already removed his belongings from his office and had commenced relocating to Indiana and had terminated duties related to UNR other than assisting Steve with finalizing UNR’s 2020-21 schedule (which included securing the Contract with Huntington to replace the cancelled game against Southern Utah). He did not hide or attempt to conceal the Contract and he did not sign the Contract on behalf of both parties but waited until his official start date at Huntington to do so. The seriousness of the violation is further reduced because performance of the Contract was not completed.
- 2) **Previous History:** Alford has not previously been the subject of any violation of the Ethics Law or previous ethics complaints.
- 3) **Cost of Investigation and Proceedings:** Alford was diligent to cooperate with and participate in the Commission’s investigation and resolution of this matter, including waiving his right to a review panel. His cooperation eliminated the costly expenses and time of investigation, interviews, depositions, and extensive motion work.

- 4) Mitigating Factors Such as Self-Reporting or Correction: There was no self-reporting or self-correction in this matter. However, Alford's willingness to engage in the process has resulted in a better understanding of Nevada Ethics Law and how his actions were improper in this matter.
- 5) Restitution Paid to Parties: Performance of the Contract was not completed, and no amounts were ever paid under the Contract.
- 6) Financial Gain from Violation: Neither Alford nor Steve received any direct financial benefit as a result of his conduct, and neither would have directly received any personal payment under the terms of the Contract had it been performed in full.
- 7) Other Information: The Contract itself, aside from being executed by father and son on behalf of their respective employers, was not outside the ordinary course of business for the basketball team and was for an amount less than the Southern Utah game contract it replaced. In addition, Alford was not provided with any legal or ethical advice or training from UNR or its athletic or legal departments regarding how to properly handle the execution of the Contract with Huntington even though UNR's Athletic Director was aware that Alford would be signing the Contract and was Steve's son.

e. Alford will complete ethics training in Indiana, where he is now employed, within sixty (60) days of approval of this Agreement.

f. Alford agrees to write a letter to the UNR President and Athletic Director, copied to the Commission, encouraging UNR's Athletic Department to adopt an ethics training program so that other public employees are provided with appropriate training to avoid similar ethics violations in the future.

g. Alford acknowledges that his actions in negotiating the Contract on behalf of Huntington while still employed by UNR violated NRS 281A.400(10) and that Athletic Departments are not exempt from the provisions of Nevada's Ethics Law. Further, he accepts the admonishment issued by the Commission in this matter.

h. Pursuant to its authority under NRS 281A.785(1)(b) the Commission hereby issues an admonishment of Alford for his conduct related to his violation of the Nevada Ethics Law in this matter.

i. This Agreement depends on and applies only to the specific facts, circumstances and law related to the Ethics Complaint now before the Commission. Any

facts or circumstances that may come to light after its entry that are in addition to or differ from those contained herein may create a different resolution of this matter.

j. This Agreement is intended to apply to and resolve only this specific proceeding before the Commission and is not intended to be applicable to or create any admission of liability for any other proceeding, including administrative, civil, or criminal, regarding Alford. If the Commission rejects this Agreement, none of the provisions herein shall be considered by the Commission or be admissible as evidence in a hearing on the merits in this matter.

6. WAIVER

a. Alford has signed a Waiver of Notice Required under NRS 241.033(1) to Consider Character, Misconduct or Competence of Subject in Ethics Complaint Proceedings and a Waiver of A Determination by Review Panel.

b. Alford knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 22-038C and all rights he may be accorded with regard to this matter pursuant to NRS Chapter 281A, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedures Act (NRS Chapter 233B) and any other applicable provisions of law.

c. Alford knowingly and voluntarily waives his right to any judicial review of this matter as provided in NRS Chapter 281A, NRS Chapter 233B or any other applicable provisions of law.

7. ACCEPTANCE: We, the undersigned parties, have read this Stipulated Agreement, understand each and every provision therein, and agree to be bound thereby once approved by the Commission. In addition, the parties orally agreed to be bound by the terms of this Agreement during the regular meeting of the Commission on June 15, 2022.

DATED this 16 day of June, 2022.


Kory Alford (Jun 16, 2022 15:29 EDT)
Kory Alford

FOR ROSS E. ARMSTRONG, ESQ.
Executive Director
Nevada Commission on Ethics

DATED this 16th day of June, 2022.

/s/ Elizabeth J. Bassett
Elizabeth J. Bassett, Esq.
Associate Counsel
Nevada Commission on Ethics

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 16th day of June, 2022.

/s/ Tracy L. Chase
Tracy L. Chase, Esq.
Commission Counsel

The above Stipulated Agreement is accepted by the Nevada Commission on Ethics:³

DATED this 16th day of June, 2022.

By: /s/ Kim Wallin
Kim Wallin, CPA, CMA, CFM
Chair

By: /s/ Teresa Lowry
Teresa Lowry, Esq.
Commissioner

By: /s/ Brian Duffrin
Brian Duffrin
Vice-Chair

By: /s/ Thoran Towler
Thoran Towler, Esq.
Commissioner

By: /s/ Barbara Gruenewald
Barbara Gruenewald, Esq.
Commissioner

³ Commissioners Oscarson and Sheets were excused from the meeting, and Commissioner Yen disclosed she is a partner at the law firm of McDonald Carano, which represents the University of Nevada, Reno, who employs the Subject. After consultation with Commission Counsel, Commissioner Yen abstained from participation in this matter based upon this relationship and application of the Ethics Law and Judicial Canons to the disclosed conflict.