



**THE COLLEGE OF ST. SCHOLASTICA  
PUBLIC INFRACTIONS DECISION  
March 2, 2022**

**I. INTRODUCTION**

The NCAA Division III Committee on Infractions (COI) is an independent administrative body of the NCAA comprised of individuals from the Division III membership and public. The COI is charged with deciding infractions cases involving member institutions and their staffs. This case involved impermissible benefits in the men's hockey program at the College of St. Scholastica.<sup>1</sup> The case centered on the former head men's hockey coach's provision of a loan to three student-athletes in order for them to secure off-campus housing. He also provided those student-athletes and two others with an impermissible meal. Further, the head coach engaged in impermissible out-of-season activity when he was present for student-athletes' voluntary athletically related activity and occasionally discussed hockey strategy in out-of-season meetings. All parties agree that the head coach's direct involvement in the violations demonstrate that he failed to promote an atmosphere for compliance in the men's ice hockey program. All violations are major.

The COI considered this case through the cooperative summary disposition process in which St. Scholastica and the enforcement staff agreed to the primary facts and violations as fully set forth in the summary disposition report (SDR). The COI proposed additional penalties for St. Scholastica and the head coach. St. Scholastica and the head coach accepted the additional penalties. Neither party may appeal.

The underlying agreed-upon major violations fall into two categories: (1) impermissible benefits and (2) impermissible athletically related activity. These violations also support the agreed-upon major head coach responsibility violation.

With respect to the impermissible benefits, the head coach assisted three international student-athletes with housing-related benefits after they arrived on campus late due to travel restrictions stemming from the COVID-19 pandemic. Upon their arrival, the head coach introduced them to the team and informed the team that the three student-athletes would need temporary housing while looking for permanent arrangements. In response, the team captains permitted the three student-athletes to live cost-free with them for roughly three weeks. To show his appreciation, the head coach provided the five student-athletes with a free meal.

Later, the head coach provided the three international student-athletes with a loan to cover a security deposit for off-campus housing. The student-athletes needed immediate funds for the security deposit but, due to international banking restrictions, were unable to obtain the entire

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<sup>1</sup> St. Scholastica is a member of the Minnesota Intercollegiate Athletic Conference. At the time of the violations, the men's hockey program competed in the Northern Collegiate Hockey Association. St. Scholastica has an enrollment of approximately 1,500 students. It sponsors 11 men's and 11 women's sports. This is the institution's first major infractions case.

amount immediately. Despite knowing he could not give them the money, the head coach provided them with a \$1,000 loan via a mobile payment service. He provided the payment via a different student-athlete and titled it "skates."

In addition to the benefits, the head coach agreed that he also engaged in impermissible out-of-season athletically related activity when he was present during voluntary activity and occasionally used out-of-season meetings to discuss hockey strategies. Due to COVID-19-related restrictions in place at the team's off-campus arena, the men's hockey team was limited to a morning time block to use the facilities for out-of-season activities. During that time, the team participated in "open skates." On eight occasions from July through September 2020, the head coach was present while the team participated in the open skate sessions. The head coach was present in the arena either working out in the gym that overlooked the rink, taking inventory of equipment or helping with locker room renovations. Although he was not intently watching the team, he admitted that the team knew he was there. Furthermore, on at least three occasions, the head coach held individual meetings with student-athletes where he discussed hockey schemes or strategies.

The head coach accepted responsibility for his conduct and admitted that his direct involvement in the violations and failure to report his conduct demonstrated that he failed to promote an atmosphere for compliance. Although the head coach was a relatively inexperienced, first-time head coach who did not receive adequate onboarding, training and support from St. Scholastica, it does not excuse his involvement in NCAA violations. Rather than turn to the institution for assistance, the head coach made a poor decision to knowingly engage in prohibited conduct. Furthermore, he attempted to conceal his involvement and never reported it to the institution. In doing so, the head coach failed to meet his responsibilities as a head coach.

The COI accepts the parties' factual agreements and concludes that major violations occurred. Utilizing NCAA bylaws authorizing penalties, the COI adopts and prescribes the following principal penalties: public reprimand and censure; two years of probation; a fine; an outside audit and a one-year show-cause order for the head coach.

## **II. CASE HISTORY**

The violations in this case came to light in December 2020, when the institution received an anonymous letter alleging potential NCAA violations involving St. Scholastica's head men's hockey coach (head coach). The institution immediately conducted an internal investigation and consulted the NCAA enforcement staff. After the internal investigation substantiated NCAA violations, St. Scholastica self-reported the violations on February 18, 2021.

In April 2021, St. Scholastica and the enforcement staff commenced a cooperative investigation. On September 1, 2021, the head coach resigned from his position as head men's hockey coach at St. Scholastica. On September 20, 2021, the parties began pursuing an SDR and submitted an SDR to the COI on November 29, 2021. The COI reviewed the SDR via teleconference on January 26, 2022. Following the teleconference, the COI requested additional information regarding the head coach's corrective actions. The head coach responded on February 2, 2022. On February 4,

2022, the COI proposed additional penalties to the institution and the head coach. Both parties accepted the additional penalties on February 14, 2022.

### **III. PARTIES' AGREEMENTS**

The participating parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation and type of violations.<sup>2</sup> The SDR identified:

**1. [NCAA Division III Manual Bylaws 17.1.5 (2019-20 and 2020-21) and 16.02.3 and 16.11.1.1-(a) (2020-21)] (Major)**

St. Scholastica, the head coach and enforcement staff agree that from July through November 2020, the head coach provided impermissible benefits in the form of a loan and meal to three men's ice hockey student-athletes and a meal to two additional men's ice hockey student-athletes. Additionally, the head coach impermissibly observed men's ice hockey student-athletes' participation in athletically related activities even though such activities were prohibited. Specifically:

- a. On November 2, 2020, the head coach provided three freshmen international men's ice hockey student-athletes a loan totaling \$1,000 to secure housing. The head coach provided the funds via a mobile payment service and titled the transaction "skates" to conceal the impermissible benefit. The student-athletes repaid the loan the next day. Prior to securing housing, the three student-athletes received cost-free housing while living with men's ice hockey student-athletes and team captains for approximately three weeks. On October 18, 2020, to show appreciation for being good teammates, the head coach provided all five student-athletes an impermissible meal totaling \$90. [NCAA Bylaws 16.02.3 and 16.11.1.1-(a) (2020-21)]
- b. From July through September 2020, on eight occasions, the head coach observed men's ice hockey student-athletes participating in out-of-season open skate at the institution's shared off-campus skating arena. Additionally, on at least three occasions, the head coach had individual meetings with student-athletes in which he discussed ice hockey schemes and/or strategies. [NCAA Bylaw 17.1.5 (2019-20 and 2020-21)]

**2. [NCAA Division III Manual Bylaws 11.1.2.1 (2019-20 and 2020-21)] (Major)**

St. Scholastica, the head coach and enforcement staff agree that from July through November 2020, the head coach is presumed responsible for the violation detailed in Violation No. 1 and did not rebut the presumption of responsibility. Specifically, the head coach did not demonstrate that he promoted an atmosphere for compliance based on his personal involvement in the violations detailed in Violation No. 1 and despite having knowledge of and involvement in potential and

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<sup>2</sup> This decision provides the agreed upon factual basis, violations and type of violations exactly as stated in the SDR, except for shortening references to the parties.

actual violations, he did not report any of these matters to the institution.

#### **IV. REVIEW OF CASE**

The SDR fully detailed the parties' positions and included the agreed-upon primary facts, violations and type of violations. After reviewing the parties' principal factual agreements and respective explanations surrounding those agreements, the COI accepts the SDR and concludes that the conduct resulted in major violations. Specifically, the COI concludes that the head coach was directly involved with the provision of impermissible benefits and engaged in impermissible athletically related activity. Moreover, the head coach's direct involvement in those violations—including his knowing involvement in the provision of an impermissible loan—and failure to report his conduct demonstrated that he failed to promote an atmosphere for compliance in his program. The agreed-upon conduct violated fundamental benefits, playing and practice season and head coach responsibility legislation outlined in Bylaws 16, 17 and 11.<sup>3</sup>

Bylaw 16 addresses benefits with Bylaw 16.02.3 defining an extra benefit as any special arrangement by an institutional employee or booster provided to a student-athlete that is not expressly authorized by NCAA legislation and is not generally available. Bylaw 16.11.1.1 permits student-athletes to receive a loan on a deferred pay-back basis provided the loan is not contrary to the extra benefit rule. *See* Bylaw 16.11.1.1-(a). Further, Bylaw 17 outlines the playing and practice seasons for each sport program. Specifically, Bylaw 17.1.5 prohibits student-athletes and coaching staff members from participating in athletically related activities outside the institution's declared playing season.

St. Scholastica and the head coach agreed that the head coach violated both extra benefit and playing and practice season legislation. The head coach provided impermissible benefits in the form of a cost-free meal and loan to student-athletes in his program.<sup>4</sup> With respect to the meal, the head coach wanted to reward the two team captains who temporarily allowed the three international student-athletes to live with them cost-free. The head coach took the three student-athletes and the two team captains to lunch and paid for the meal in violation of Bylaw 16.02.3.

Of greater concern is the head coach's provision of a \$1,000 loan to cover the three student-athletes' security deposit. The head coach knew the loan was impermissible yet provided it to the student-

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<sup>3</sup> The full text of all bylaws violated in this case is at Appendix Two.

<sup>4</sup> It is unclear whether the parties agreed that the head coach also violated NCAA legislation by arranging for the three international student-athletes to receive free lodging from members of the hockey team. On October 18, 2020, the head coach introduced the three international student-athletes to the team. The head coach explained that the three student-athletes needed temporary housing. In response, the team captains volunteered to allow the three student-athletes to live with them for free until they secured permanent housing. The parties' agreed-upon violation references the conduct in Section III.1.a. Unlike the provision of a loan and a meal, however, the parties do not expressly state whether the head coach's statements amounted to an arrangement of the cost-free housing and established another extra benefit violation. Whether an additional extra benefit violation occurred, however, is immaterial to the final resolution of the case as all of the conduct is packaged together as one major violation. The COI believes the agreed-upon facts could demonstrate an impermissible arrangement because the head coach did not provide the same service to any and all individuals who were looking for temporary housing.

athletes anyway. Most alarmingly, the head coach provided the money via a mobile payment service to a different student-athlete and titled the transaction "skates" to conceal his conduct. The COI acknowledges that the three student-athletes were in a difficult and time sensitive position—specifically, they were with a saturated housing market where time was of the essence and where they could not secure the needed funds immediately due to international banking restrictions. Regardless, emergent circumstances are not an excuse to make an isolated, individual decision to violate fundamental NCAA bylaws and then attempt to conceal the violation. The head coach could have, and should have, contacted his athletics leadership and compliance office for the proper way to handle the situation. Instead, he took matters into his own hands and knowingly provided an impermissible loan, violating Bylaws 16.02.3 and 16.11.1.1-(a).

The head coach also admitted that he violated playing and practice season legislation when he was present during voluntary "open skate" sessions and occasionally discussed hockey strategy during out-of-season one-on-one meetings. The COI recognizes that health and safety protocols put in place by the off-campus ice rink used by St. Scholastica limited the men's hockey program's access to the rink during the offseason. Those protocols, however, do not waive fundamental Bylaw 17 requirements.

Coaches are prohibited from being present and engaging in athletically related activity outside of the institution's playing season. The head coach admitted to being present in the gym during some of these sessions. The student-athletes knew he was present, and some reported that the head coach occasionally engaged in technical and tactical dialogue with the student-athletes during the sessions. In more limited circumstances, the head coach also made otherwise permissible one-on-one out-of-season meetings impermissible when he discussed hockey strategies and schemes. The head coach's presence at, engagement in and discussion of technical and tactical hockey strategies made otherwise permissible out-of-season activities impermissible. As a result, violations of Bylaw 17 occurred.

The COI concludes that the violations are major. The COI regularly concludes that major violations occur when coaches are involved in extra benefit and playing and practice season violations. *See State University of New York at Brockport (Brockport) (2022)* (concluding through an SDR that major playing and practice season violations occurred when the head wrestling coach used his physical education courses to conduct athletically related activity outside the declared playing season); *University of Mary Hardin Baylor (2019)* (concluding via an SDR that major extra benefit violations occurred when a head football coach provided student-athletes with free transportation and provided two student-athletes with the cost-free use of his car); *University of Wisconsin – Stevens Point (UWSP) (2019)* (concluding that impermissible athletically related activities occurred when for five years, men's basketball coaching staff members directed, observed and engaged men's basketball student-athletes in athletically related activities outside of the declared playing and practice season); and *Thomas More College (2016)* (concluding that major violations occurred when an assistant coach allowed a student-athlete to live with him cost free and provided her with meals and the brief use of his automobile during the time she lived with him). Like these cases, the head coach in this case personally provided impermissible benefits and was involved in impermissible athletically related activities, resulting in a collective major violation. *See* Bylaw 19.02.2.2.

The head coach agreed that, as a result of his conduct, he failed to meet his legislated responsibilities as a head coach. He admitted that he provided extra benefits—impermissible loan and meal—and also engaged in impermissible out-of-season activity. In doing so, the head coach could not demonstrate that he promoted an atmosphere for compliance within his program, and he fell short of his legislated responsibilities under Bylaw 11.1.2.1.

The membership has placed specific and heightened responsibilities on head coaches through Bylaw 11.1.2.1. Specifically, Bylaw 11.1.2.1 requires that head coaches must promote an atmosphere for compliance with the program that the coach supervises. Additionally, the head coach must monitor the activities regarding compliance of all assistant coaches and other administrators in the program that report directly or indirectly to the head coach.

The COI recognizes that the head coach was hired during the COVID-19 pandemic and, as a result, did not receive adequate onboarding and education from St. Scholastica. The COI has recently stated that institutions have the responsibility to provide rules education in a thorough and comprehensive manner. *See McDaniel College (2021)*. As a first-time head coach, it was paramount that St. Scholastica provide the head coach with the necessary education and support needed to be successful. St. Scholastica admitted that it failed in this regard.<sup>5</sup> Nevertheless, the institution's onboarding and education shortcomings do not excuse the head coach's failure to adhere to NCAA rules and set the proper tone of compliance in his program. *See McDaniel* (expressly stating that irrespective of institutional education and monitoring responsibilities, head coaches are responsible for learning, understanding and implementing NCAA rules in order to promote an atmosphere for compliance within their programs). The head coach did not meet his individual responsibilities.

Although he was a first-time head coach, he had previous coaching experience at Division I and Division III programs. The head coach knowingly provided an impermissible loan. Worse, knowing the student-athletes would pay him back quickly, he attempted to conceal his conduct. The head coach never sought guidance for how to navigate the situations he found himself in. His failure to seek guidance demonstrates that compliance with NCAA legislation was an afterthought.

The COI regularly concludes that head coach responsibility violations are major and head coaches do not rebut their presumed responsibility when they personally commit violations. *See Brockport* (concluding through an SDR that the head coach committed a major head coach responsibility violation when he used his physical education courses to engage in impermissible athletically related activities); *Alfred State College (2021)* (concluding that the head track and field coach committed major violations when he knowingly permitted an ineligible student-athlete to compete and receive travel expenses under the name of an eligible student-athlete); *Mary Hardin Baylor* (concluding via SDR that the head coach failed to promote an atmosphere for compliance when he provided impermissible benefits to student-athletes without first confirming that such activities were permissible); and *UWSP* (concluding that the head men's basketball coach committed a major

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<sup>5</sup> In the SDR, St. Scholastica identified that it has since corrected its gaps in training and oversight and is building upon the NCAA compliance education that had been provided in the past. A full list St. Scholastica's corrective actions can be found at Appendix One.

head coach responsibility violation when he directed and engaged men's basketball student-athletes in athletically related activities outside the playing and practice season). Similar to the conduct in these cases, the head coach personally committed violations, knowing some of his conduct violated NCAA legislation and failing to confirm the permissibility of other conduct. Pursuant to Bylaw 19.02.2.2, the violation is major.

## **V. PENALTIES**

For the reasons set forth in Sections III and IV of this decision, the COI concludes that this case involved major violations of NCAA legislation. Major violations are not isolated or inadvertent and provide more than a minimal advantage. *See* Bylaw 19.02.2.2. Because St. Scholastica and the head coach agreed to the facts, violations and additional proposed penalties, neither has the opportunity to appeal.

In prescribing penalties, the COI evaluated relevant mitigating factors pursuant to Bylaw 32.7.1.3. The COI specifically notes that after receiving an anonymous letter detailing potential violations, St. Scholastica acted swiftly to investigate the conduct, substantiated violations and self-reported them to the NCAA enforcement staff. The COI also notes, however, that St. Scholastica also acknowledged gaps in its onboarding, education, training and oversight efforts with respect to the head coach. Although the gaps do not absolve the head coach from his involvement in NCAA violations, the lack of support created an environment where the head coach was forced to make a real-time decision due to uncertainty about where to go for guidance and support. St. Scholastica has already begun enhancing its compliance program and efforts, and the COI's penalties are intended to facilitate and monitor those enhancements.

As part of its evaluation, the COI also considered St. Scholastica's cooperation in all parts of the case and determines it was consistent with St. Scholastica's obligation under Bylaw 32.1.3. Likewise, the COI considered St. Scholastica's corrective actions as set forth in Appendix One. After considering all information relevant to the case, the COI prescribes the following penalties (self-imposed penalties are so noted):

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

1. Public reprimand and censure through the release of the public infractions decision.
2. Probation: Two years of probation from March 2, 2022, through March 1, 2024.
3. During this period of probation, St. Scholastica shall:
  - a. Continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for ensuring compliance with NCAA legislation on certification and recruiting;

- b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by April 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 January 15 during each year of probation. Particular emphasis shall be placed on the institution's onboarding, education, monitoring and support of new coaching staff members. Moreover, St. Scholastica should specifically identify and provide examples of its educational efforts involving nuanced pieces of legislation, such as the limits on permissible athletically related activity;
  - d. Inform prospects in the sport of men's hockey in writing that St. Scholastica is on probation for two years and detail the violations committed. The information shall be provided as soon as practicable after the prospect is recruited pursuant to Bylaw 13.02.8 and, in all instances, before the prospect signs a financial aid agreement or initially enrolls at the institution, whichever is earlier; and
  - 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. St. Scholastica shall pay a \$2,500 fine.
  5. Show-cause order: The head coach violated fundamental and well-established rules around extra benefit and permissible athletically related activities. Although St. Scholastica did not provide the coach with adequate onboarding education and support, the head coach violated well-known bylaws. Moreover, the head coach attempted to conceal his provision of an impermissible loan by providing it to a different student-athlete and intentionally disguising it with a misleading label. The head coach's inattention to NCAA rules was further exemplified when he failed to seek advice on appropriate out-of-season activity. Due to his personal involvement in violations through inattention to or disregard for fundamental NCAA rules a show-cause order focused on continued rules education is appropriate. Therefore, the head coach shall be subjected to a one-year show-cause order from March 2, 2022, through March 1, 2023. In accordance with Bylaw 19.5.2.2.1 and COI IOP 5-16-1-2, any employing institution shall require the head coach attend the 2022 NCAA Regional Rules Seminars at his own expense. Further, any employing institution shall be required to provide the COI with documentation of attendance and the sessions attended. Any employing institution employing the head coach during the term of the show-cause 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.

Although each case is unique, the duration of the show-cause order is consistent with prior cases involving head coach responsibility violations. *See UWSP* (prescribing a two-year show-cause order with required Regional Rules Seminar attendance when a head coach failed to promote an atmosphere for compliance because he was directly involved in impermissible athletically related activity violations); *York College (2017)* (prescribing a three-year show-cause order when a head coach failed to promote an atmosphere for compliance because he knowingly certified ineligible student-athletes and provided false and misleading information during the investigation); and *Occidental College (2013)* (prescribing a two-year show-cause order and required Regional Rules Seminar attendance to address a head coach's failure to promote an atmosphere for compliance because of his direct involvement in underlying violations). In this case, the head coach's actions resulted from his overall lack of experience and education. Thus, to address the education gap, the COI requires that the coach attend another year of NCAA Regional Rules Seminars.<sup>6</sup>

6. During the first year of probation, St. Scholastica shall undergo an outside audit of its athletics policies and procedures, with a particular emphasis on policies, processes and communication between the athletics department and other departments responsible for assisting international student-athletes in their matriculation to St. Scholastica. The audit should also cover the onboarding and continued education programs for athletics coaches and staff members with attention to educating appropriate parties on nuanced NCAA legislation. The audit shall be conducted at the institution's own expense and shall ensure that all institutional athletics policies and procedures comply with NCAA legislation. St. Scholastica shall abide by the reviewer's recommendations and must include the results of the audit and an appropriate timetable for implementing all recommendations in the annual report following completion of the audit.
7. St. Scholastica suspended the head coach for three games during the 2020-21 season. (Self-imposed.)
8. St. Scholastica suspended the head coach from eight practices during the remaining 114-day segment of the 2020-21 academic year and prior to the end of the regular season. (Self-imposed.)
9. St. Scholastica prohibited the head coach from being present in the arena during open ice sessions. (Self-imposed.)
10. Following the receipt of the final compliance report and prior to the conclusion of probation, St. Scholastica's president shall provide a letter to the COI affirming that St. Scholastica's current athletics policies and practices conform to all requirements of NCAA regulations.

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<sup>6</sup> Prior to separating from St. Scholastica, the head coach attended the 2021 NCAA Regional Rules Seminars.

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As required by NCAA legislation for any institution involved in a major infractions case, St. Scholastica 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 2, 2022. The COI further advises St. Scholastica that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor St. Scholastica 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 St. Scholastica does not comply or commits additional violations. Likewise, any action by St. Scholastica or the head coach contrary to the terms 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 III COMMITTEE ON INFRACTIONS

Sarah Feyerherm, Chair

Richard Lapidus

Donna Ledwin

Jody Mooradian

Angela Givens Williams

**APPENDIX ONE**

**ST. SCHOLASTICA'S CORRECTIVE ACTIONS AS IDENTIFIED IN THE  
NOVEMBER 29, 2021, SUMMARY DISPOSITION REPORT**

1. The College of St. Scholastica Athletics Department will be creating a Compliance Violations Review Committee as suggested by the NCAA. This will be a new committee for the athletics department which will review all possible violations and seek out the expertise help of the NCAA when the possible violation is deemed to be beyond the scope of a minor violation.
2. The head coach will be required to donate personal funds to a local charitable organization in the amount of \$1,000.
3. The head coach will be on [institutional] probation for a two-year period beginning with the date of submission to the NCAA.
4. The head coach will be required to issue a statement of apology and explanation to those affiliated with the men's hockey program (student-athletes, parents, alumni, and members of the athletics department).
5. The head coach will be required to review NCAA Bylaw 17.02.1.1 Athletically Related Activities.
6. The head coach and five student-athletes will be required to donate the expense of a meal (\$90.28) to a local charity.
7. Athletics will continue to develop and implement a comprehensive compliance and educational program on NCAA legislation to instruct coaches, the faculty athletics representative, all athletics department personnel and all institutional staff members with responsibility for ensuring compliance with NCAA legislation on certification and recruiting.

**APPENDIX TWO**  
**Bylaw Citations**

Division III 2019-20 Manual

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote man atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

**17.1.5 Out-of-Season Athletically Related Activities.** Student-athletes and members of the coaching staff shall not engage in athletically related activities outside the institution's declared playing season per Bylaw 17.02.1.1, except as otherwise noted in this bylaw.

Division III 2020-21 Manual

**11.1.2.1 Responsibility of Head Coach.** It shall be the responsibility of an institution's head coach to promote an atmosphere for compliance within the program supervised by the coach and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

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

**16.11.1.1 Deferred Pay-Back Loan.** A student-athlete may receive a loan on a deferred pay-back basis without jeopardizing his or her eligibility, provided:

(a) The loan arrangements are not contrary to the extra-benefit rule.

**17.1.5 Out-of-Season Athletically Related Activities.** Student-athletes and members of the coaching staff shall not engage in athletically related activities outside the institution's declared playing season per Bylaw 17.02.1.1, except as otherwise noted in this bylaw.