



**HUSSON UNIVERSITY**  
**PUBLIC INFRACTIONS DECISION**  
**November 30, 2023**

**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 centered on violations involving the former head men's and women's swimming and diving coach at Husson University.<sup>1</sup> Specifically, the head coach arranged for a men's swimming student-athlete to receive compensation for work not performed. As a result of his personal involvement in arranging impermissible compensation, the head coach also violated the principles of head coach responsibility.

The COI considered this case through the cooperative summary disposition process in which Husson and the enforcement staff agreed to the primary facts and violations as fully set forth in the summary disposition report (SDR).<sup>2</sup> The COI proposed additional penalties for Husson, which the institution accepted. Due to the unique circumstances surrounding the head coach's deteriorating health, the COI did not propose any penalties for the head coach. Neither Husson nor the head coach may appeal.

Husson and the enforcement staff agreed that the head coach arranged for a men's swimming student-athlete to receive compensation for work not performed while employed as a student-assistant coach in Husson's swimming and diving program. Starting in August 2022, the head coach encouraged the incoming student-athlete to apply for the job so he could stay involved with the program while recovering from shoulder surgery. The student-athlete began his employment in mid-September 2022 and was supervised by the head coach throughout the fall semester. During the course of his employment, the student-athlete performed occasional menial tasks, but otherwise awaited requests or assignments from the head coach. Shortly after beginning his employment, the student-athlete started engaging in physical therapy in the pool during practice time. The student-athlete did so under the supervision of the head coach while clocked in for his job. As his supervisor, the head coach was responsible for approving the student-athlete's timecards and did so regardless of whether the student-athlete was actually working.

---

<sup>1</sup> A member of the North Atlantic Conference, Husson's total enrollment is approximately 3,000 students. Husson sponsors nine men's and 11 women's sports. This is Husson's first major infractions case.

<sup>2</sup> The head coach did not participate in the processing of this case. Pursuant to NCAA Bylaw 32.7.1, "the enforcement staff, involved individuals, *if participating*, and the institution must agree to use the summary disposition process." As a result of his non-participation in the process, the head coach's violations are uncontested.

As a result of this conduct, the parties agreed that the head coach arranged for and approved 103 hours of work not performed by the student-athlete, resulting in an impermissible benefit of \$1,385. The parties also agreed that the head coach's actions violated the principles of ethical conduct. The COI concludes that the violations are major.

Husson and the enforcement staff also agreed that the head coach did not rebut his presumed responsibility for the violations. Specifically, the head coach failed to promote an atmosphere for compliance because he was directly involved in the underlying violations. The parties noted that the head coach was disorganized and had a lackadaisical approach to his job responsibilities. His staff members also stated that they did not believe the violations were intentional. Regardless, a head coach is ultimately responsible for their program. Here, the head coach was directly responsible for ensuring accurate timecards. His failure to do so demonstrated that he did not promote an atmosphere for compliance. The COI concludes that this violation is major.

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 for the institution: public reprimand and censure; one year of probation; and a \$1,250 fine. Notably, despite his direct involvement in and responsibility for the violations, the COI declined to prescribe penalties for the head coach due to his ongoing and significant health issues, which impacted his ability to participate in the processing of this case.

## **II. CASE HISTORY**

The violations in this case came to light in the fall of 2022, after the former head men's and women's swimming and diving coach (head coach) was placed on administrative leave for reasons unrelated to the violations in this case. In a subsequent conversation between a part-time assistant men's and women's swimming coach (assistant coach) and a men's swimming student-athlete, the assistant coach learned that the student-athlete was compensated for his role as a student-assistant coach during the fall semester. Because the student-athlete had simultaneously been doing physical therapy in the pool, the assistant coach believed the compensation was impermissible and reported it to other staff members. As a result, the institution conducted an inquiry, self-reported the violation to the NCAA and sought reinstatement for the student-athlete in early January 2023.

The enforcement staff issued a verbal notice of inquiry on February 21, 2023. Beginning in March 2023, the enforcement staff made several attempts to secure the head coach's participation in an interview and the processing of this case. In early April, the head coach informed the enforcement staff that he was undergoing chemotherapy which prevented him from participating in an interview. On May 26, 2023, the enforcement staff made a final attempt to contact the head coach and request his participation. The head coach informed the enforcement staff that he did not wish to participate and was on hospice care.

Husson and the enforcement staff moved forward with the processing of the case and reached agreement on the facts and violations. Given their agreement, the parties began pursuing summary disposition and jointly submitted an SDR on August 9, 2023. The COI reviewed the SDR via

videoconference on September 25, 2023. Following that videoconference, the COI proposed additional penalties to Husson. On October 13, 2023, Husson accepted the additional penalties.

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

The parties jointly submitted an SDR that identified an agreed-upon factual basis, violations of NCAA legislation and type of violations.<sup>3</sup> The SDR identified:

**1. [NCAA Division III Manual Bylaws 10.01.1, 10.1, 10.1-(b), 12.4.1 and 16.02.3 (2022-23)] (Major)**

The institution and enforcement staff agree that from August through November 2022, the head coach violated the NCAA principles of ethical conduct when he knowingly arranged for the student-athlete to receive compensation for work not performed as a student-assistant coach for the institution's swimming and diving program. Specifically, the head coach arranged for the student-athlete to report to him as a student-assistant coach and subsequently approved approximately 103 hours of work not performed by the student-athlete, resulting in an impermissible benefit of \$1,385.

**2. [NCAA Division III Manual Bylaw 11.1.2.1 (2022-23)] (Major)**

The institution and enforcement staff agree that from August through November 2022, the head coach is presumed responsible for the violations 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 within the men's and women's swimming and diving program because of his personal involvement in the violations.

### **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 two major violations. Specifically, the COI concludes that, during the fall 2022 semester, the head coach arranged for a student-athlete to receive compensation for work not performed. That arrangement resulted in unethical conduct, employment and benefits violations. As a result of his direct involvement in the violations, the head coach also failed to demonstrate that he promoted an atmosphere for compliance. The conduct violated Bylaws 10, 12, 16 and 11.<sup>4</sup>

---

<sup>3</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.

<sup>4</sup> The full text of all bylaws violated in this case is at Appendix Two.

Bylaw 10 outlines the principles of ethical conduct. Specifically, Bylaw 10.01.1 states that individuals employed by member institutions shall act with honesty and sportsmanship. Further, Bylaw 10.1 provides a list of examples that may constitute unethical conduct. This list includes an individual's knowing involvement in offering or providing a prospect or an enrolled student-athlete with an improper inducement, extra benefit or improper financial aid. *See* Bylaw 10.1-(b). Additionally, Bylaw 12 governs amateurism, generally, with Bylaw 12.4 specifically addressing the employment of student-athletes. More specifically, Bylaw 12.4.1 states that compensation may be paid to student-athletes *only* for work that the student-athlete actually performed. Relatedly, Bylaw 16 governs benefits for enrolled student-athletes. Bylaw 16.02.3 defines an extra benefit as a special arrangement by an institutional employee to provide a student-athlete with a benefit not expressly authorized by NCAA legislation.<sup>5</sup>

Husson and the enforcement staff agreed that the head coach violated ethical conduct, employment and benefits legislation. Throughout the student-athlete's employment as a student-assistant coach, the head coach supervised the student-athlete and was responsible for approving his timecards. Although the student-athlete was occasionally assigned "menial tasks," (i.e., timing student-athletes and running errands) his workdays often involved sitting on the pool deck awaiting requests from the head coach. Eventually, under the head coach's supervision, the student-athlete began engaging in physical therapy while clocked in for his job. Despite engaging in non-work-related activities, the head coach continued to approve the student-athlete's timecards and, occasionally, filled in the timecards for the student-athlete when he forgot to complete them. The head coach's arrangement and approval of 103 hours of work not performed resulted in the student-athlete receiving an impermissible benefit of \$1,385. As a result, the COI concludes that major violations of Bylaws 10, 12 and 16 occurred.

Division III case guidance involving compensation for work not performed is limited. However, the COI has considered at least one prior case where a coach was directly involved in providing multiple student-athletes with impermissible compensation. *See Baruch College* (2011) (concluding via SDR that a major violation of Bylaw 12 occurred when the head coach was responsible for supervising a work study program and did not check student-athletes' timecards for accuracy prior to approval, resulting in them receiving nearly \$4,000 for work not performed).<sup>6</sup> Different from *Baruch*, the head coach in the present case was knowingly involved in arranging impermissible compensation for the student-athlete. Specifically, the head coach approved the student-athlete's timecards despite *knowing* that he was not actively working. Thus, his involvement in the underlying conduct is contrary to legislated ethical conduct standards.

---

<sup>5</sup> The enforcement staff relied on legislative guidance from the NCAA Academic and Membership Affairs staff to conclude that the facts do not support violations of Bylaw 15 (financial aid) or Bylaw 16.8.1.2 (receipt of actual or necessary expenses). Specifically, the student-assistant coach position was not a part of the student-athlete's financial aid package as a work-study position and the compensation was not in the form of financial aid. Therefore, no Bylaw 15 violations occurred.

<sup>6</sup> Since *Baruch*, the bylaws implicated by the provision of impermissible compensation have expanded. Specifically, in 2015, the NCAA Division III Interpretations and Legislation Committee determined that impermissible compensation under Bylaw 12.4.1 would also constitute an extra benefit under Bylaw 16.02.3. As a result, the head coach's arrangement of impermissible compensation in this case also violates benefits legislation.

The COI has previously concluded that individuals violated the principles of ethical conduct and benefits legislation when they knowingly provided student-athletes with extra benefits. *See Baruch College* (2016) (concluding that major unethical conduct violations occurred when the head women's basketball coach and the former vice president knowingly arranged for/provided impermissible financial aid and extra benefits to student-athletes) and *College of Staten Island* (2013) (concluding that a head coach violated the principles of ethical conduct when he arranged for several student-athletes to receive cost-free housing, then instructed a student-athlete to provide false or misleading information). Like the coaches in these cases, the head coach in this case engaged in unethical conduct when he was directly involved in providing a student-athlete with \$1,385 in impermissible benefits. The head coach's violations of Bylaws 10, 12 and 16 constitute a collective major violation.

With regard to the second major violation, the membership has placed specific and heightened responsibilities on head coaches through Bylaw 11. Specifically, Bylaw 11.1.2.1 requires that head coaches must promote an atmosphere for compliance within their program. Additionally, the coach must monitor the compliance-related activities of all assistant coaches and administrators involved within the program who report directly or indirectly to the coach. Husson and the enforcement staff agreed that the head coach failed to meet his legislated responsibilities under Bylaw 11.

The head coach supervised the student-athlete throughout his employment as a student-assistant coach. Although the head coach gave the student-athlete small tasks, the student-athlete often sat awaiting assignments or completed physical therapy while clocked in. Despite observing this situation, the head coach continued to personally approve the student-athlete's timecards regardless of how many hours the student-athlete actually worked. Although it is unclear if the violations were intentional, staff members believed the head coach's disorganized and lackadaisical approach to his job resulted in the violations. Regardless of intent, the head coach failed to set the proper tone for compliance in his program.

The COI regularly concludes that head coach responsibility violations occur when coaches are directly involved in violations. *See The State University of New York at Fredonia (Fredonia State)* (2022) (concluding that the head men's ice hockey coach violated head coach responsibility legislation due to his involvement in directing impermissible athletically related activities); *The College of St. Scholastica (St. Scholastica)* (2022) (concluding that the former head men's ice hockey coach failed to promote an atmosphere for compliance when he committed fundamental violations of playing and practice season and benefits legislation); and *Alfred State College* (2021) (concluding that the former track and field head coach failed to promote an atmosphere for compliance when he allowed two student-athletes to compete while ineligible). Similar to the coaches in these cases, the head coach personally engaged in violations by arranging for the student-athlete to receive impermissible compensation. The COI concludes that the head coach responsibility violation is major.

Lastly, although the head coach declined to participate in the processing of this case, the enforcement staff did not allege postseparation unethical conduct or failure to cooperate violations due to the unfortunate circumstances relating to his deteriorating health. Typically, the head

coach's refusal to participate would result in violations of Bylaws 10.1-(a) and 19.01.3. However, the COI recognizes that the head coach's health issues posed a unique and significant challenge. The COI has not previously encountered a situation where an individual's participation in the processing of a case was so hindered by their own serious medical condition. Put simply, the head coach's ongoing chemotherapy treatment and his subsequent move to hospice care appear to have had a direct impact on his ability and desire to participate in this case. Therefore, the COI agrees with the enforcement staff's decision to not pursue a postseparation violation. For these same reasons, and as discussed below, the COI declines to prescribe a penalty for the head coach.

## 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 the institution agreed to the facts, violations and additional proposed penalties, Husson has no opportunity to appeal.

In prescribing penalties, the COI evaluated relevant mitigating factors pursuant to Bylaw 32.7.1.3. As part of its evaluation, the COI specifically notes that, once the issue was brought to the institution's attention, it responded immediately by investigating the matter, reporting the conduct to the enforcement staff and seeking reinstatement for the impacted student-athlete. Likewise, the COI considered Husson's corrective actions as set forth in Appendix One.

Notably, despite his involvement in the violations, the COI declines to prescribe any penalties for the head coach. The COI typically prescribes show-cause orders to head coaches who have engaged in underlying violations and violated the principles of ethical conduct and/or head coach responsibility. *See Fredonia State* (prescribing a one-year show-cause order with a suspension and Regional Rules Seminar attendance) and *St. Scholastica* (prescribing a one-year show-cause order with Regional Rules Seminar attendance). In this case, the head coach personally engaged in conduct that resulted in a student-athlete receiving a significant impermissible benefit. The COI takes the head coach's actions seriously and held him accountable through its conclusion of two major violations. However, when prescribing penalties, the COI was troubled by the prospect of prescribing a show-cause order to an individual on hospice care. While the status of the head coach's health does not lessen his culpability for the underlying violations, it does factor into the COI's analysis of what penalties are appropriate in this case. Thus, the COI prescribes no penalty for the head coach. The COI's decision is unique to the facts of this case. It does not establish precedent and should not be relied upon by involved individuals in future cases.

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: One year of probation from November 30, 2023, through November 29, 2024.
3. During this period of probation, Husson 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;
  - b. Submit a preliminary report to the Office of the Committees on Infractions (OCOI) by January 15, 2024, 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 October 1<sup>st</sup> during each year of probation. Particular emphasis shall be placed on rules education and monitoring related to student-athlete employment and impermissible benefits;
  - d. Inform prospects in the men's and women's swimming and diving program in writing that Husson is on probation for one year 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 program 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 men's and women's swimming and diving. 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. Husson shall pay a \$1,250 fine.<sup>7</sup>
5. Following receipt of the final compliance report and prior to the conclusion of probation, Husson's president shall provide a letter to the COI affirming that Husson's current athletics policies and practices conform to all requirements of NCAA legislation.

---

<sup>7</sup> Husson proposed a financial penalty matching the amount of restitution paid by the student-athlete who received compensation for work not performed. However, for consistency with the method by which fines have been calculated and prescribed in prior infractions cases, the COI prescribed a fine of \$1,250 rather than accepting the institution's proposed penalty.

---

As required by NCAA legislation for any institution involved in a major infractions case, Husson 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, November 30, 2023. The COI further advises Husson that it should take every precaution to ensure that it observes the terms of the penalties. The COI will monitor Husson 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 Husson does not comply or commits additional violations. Likewise, any action by Husson 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

Kenneth Elmore

Donna Ledwin, Chair

Tom Simmons

Angela Givens Williams



**APPENDIX ONE**

**HUSSON’S CORRECTIVE ACTIONS AS IDENTIFIED IN THE  
AUGUST 9, 2023, SUMMARY DISPOSITION REPORT**

1. All student-worker job descriptions in the department of athletics are updated annually and submitted to human resources for approval. All positions are work study positions.
2. Job descriptions are signed annually by the director of athletics, student worker and head coach.
3. An inactive student-athlete agreement was created for student-athletes that are not going to be paid for a position but will remain a member of the program. Permissible and impermissible actions are clearly identified in the agreement. The athletic director, student-athlete and head coach sign and submit to director of compliance.
4. Additional student-athlete education about student employment is presented annually via the student-athlete handbook and compliance meeting.
5. Weekly coaches’ education on various topics has been implemented. This weekly education is distributed in person and via email to all department staff members.
6. Restitution was paid by the involved student-athlete for all payments during work not performed.
7. The institution terminated the head coach’s employment on December 6, 2022.

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

**Division III 2022-23 Manual**

**10.01.1 Honesty and Sportsmanship.** Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

**10.1 Unethical Conduct.** Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member, which includes any individual who performs work for the institution or the athletics department even if they do not receive compensation for such work, may include, but is not limited to, the following:

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

**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.

**12.4.1 Criteria Governing Compensation to Student-Athletes.** All compensation received by a student-athlete must be consistent with the limitations on financial aid set forth in Bylaw 15. Compensation may be paid to a student-athlete:

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

**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.