



A G E N D A
NCAA Division III Administrative Committee Teleconference

[Via Microsoft Teams Videoconference](#)

August 20, 2020
9 to 10 a.m. Eastern Time

1. Welcome. (Dan Dutcher/Tori Murden McClure)
2. July 8 report. [Supplement No. 1] (Dutcher)
3. COVID-19 impact and updates.
 - a. Board of Governors [actions and directives](#). (Dutcher/Jeff Myers)
 - Application of resocialization principles.
 - Student-athlete well-being directives.
 - Division III membership communication. [Supplement No. 2]
 - Membership feedback. [Supplement Nos. 3a, 3b, 3c and 3d]
 - b. Championships Committee meeting recap. (Liz Suscha)
 - c. Alternative playing and practice seasons model Q&A. (Myers)
4. Other business. (Dutcher)
 - Staff reclassification.
5. Adjournment.



**REPORT OF THE
NCAA DIVISION III ADMINISTRATIVE COMMITTEE
JULY 8, 2020, VIDEOCONFERENCE**

ACTION ITEMS.

1. Legislative Items.

- None.

2. Nonlegislative items.

a. General Eligibility Requirements – Season of Participation Waiver – Participation While Eligible – Administrative Criteria -- 14.2.7. and 14.2.7.1

- (1) Recommendation. The Administrative Committee, on behalf of the Management and Presidents Councils, approved a recommendation from the Committee on Student-Athlete Reinstatement (SAR) and waived the existing criteria for season-of-participation waivers – participation while eligible and approved a blanket waiver permitting student-athletes whose teams complete 50% or less of the sport’s maximum contests/dates of competition during the 2020-21 season due to ongoing impact from COVID-19 to receive a season-of-participation waiver – participation while eligible. Student-athletes whose teams complete more than 50% of the sport’s maximum contests/dates of competition during the 2020-21 season would not be eligible for the blanket waiver regardless of whether the student-athlete competed in 50% or less of the season.
- (2) Effective Date. Immediate and would apply for all sports during the 2020-21 academic year.
- (3) Rationale. The committee seeks to provide institutions and student-athletes appropriate flexibility given the current uncertainty surrounding the 2020-21 academic year due to the ongoing COVID-19 public health crisis. The committee noted institutions may be forced to provide a reduced athletics experience due to health and safety concerns and amending the criteria for a season-of-participation waiver – participation while eligible to allow participation in up to 50% of the sport’s maximum contests/dates of competition would ensure student-athletes have four meaningful participation opportunities within their 10-semester/15-quarter period of eligibility. Finally, the committee noted that issuing a proactive blanket waiver allows student-athletes to make informed enrollment decisions prior to the 2020-21 academic year.
- (4) Budget Impact. None.

- (5) Student-Athlete Impact. Student-athletes will not be charged with the use of a season of participation if the institution's team is unable to complete more than 50% of the sport's contest/dates of competition maximum, thereby, providing them the option to extend their participation opportunities.

b. General Eligibility Requirements – Ten-Semester/15-Quarter Rule – Ten-Semester/15-Quarter Rule Waiver -- 14.2.2. and 14.2.2.4

- (1) Recommendation. The Administrative Committee, on behalf of the Management and Presidents Councils, approved a recommendation from SAR and issued a blanket waiver permitting student-athletes to receive a two-semester/three-quarter extension of eligibility if the following conditions are met:
- The student-athlete was unable to participate in their sport during the 2020-21 academic year due to COVID-19, or the student-athlete's team completed 50% or less of the sport's maximum contests/dates of competition during the 2020-21 season due to the ongoing impact from COVID-19; and
 - The student-athlete was otherwise eligible for competition during the 2020-21 academic year.
- (2) Effective Date. Immediate and would apply for all sports during the 2020-21 academic year.
- (3) Rationale. SAR's guideline related to extension of eligibility waivers permits staff to approve a two-semester/three-quarter extension when extraordinary circumstances exist. The committee noted the circumstances surrounding the ongoing COVID-19 public health crisis are extraordinary and, therefore, satisfy the committee's guideline. Further, by approving a two-semester/three-quarter extension, institutions would no longer need to file an additional extension of eligibility waiver if a student-athlete seeks to maintain full-time enrollment.
- (4) Budget Impact. None.
- (5) Student-Athlete Impact. If the conditions are met, student-athletes will receive a two-semester/three-quarter extension providing them the option to extend their participation opportunities.

INFORMATIONAL ITEMS.

1. **Welcome.** The videoconference commenced at 10:02 a.m. Eastern Time. Staff welcomed the committee and reviewed the agenda.
2. **June 24, 2020, Report.** The committee approved the June 24, 2020, report with no changes.
3. **COVID-19 Impacts and Updates.**

- a. Playing and Practice Seasons Subcommittee (PPSS) meeting. The Administrative Committee discussed a possible blanket waiver allowing institutions to declare alternate playing and practice seasons for fall sports (including football) – Bylaws 17.1.1.1 and 17.1.1.2. The blanket waiver would allow institutions the discretion to designate the spring as the traditional segment for fall sports. Since NCAA fall championships would remain as scheduled, institutions declaring a traditional segment in the spring for a sport(s) would not be eligible for that fall championship(s).

The Administrative Committee charged PPSS with developing an alternative playing seasons model or models for consideration by the Management Council. Even though there has been encouragement from the membership to act quickly, the committee felt this waiver merited additional discussion by PPSS, and the Management and Presidents Councils.

- b. Subcommittee for Legislative Relief. Due to time constraints, the committee did not receive an update during this videoconference.
4. **Resocialization of Collegiate Sport: Updated Risk Considerations.** Dr. Hainline, chief medical officer at the NCAA, shared updates to the Resocialization of Collegiate Sports. This updated document will serve as a resource for member schools to use in coordination with applicable government agencies, and related institutional personnel, policies and guidelines. In addition, it remains subject to further revision as available COVID-19 data and information continues to emerge.

The committee noted the importance of the document in light of the significant discussions underway at the campus and conference levels, as well as at the NCAA national office, and the goal to distribute the document to the membership as soon as possible.

5. **Other Business.** The committee had no other business.
6. **Adjournment.** The meeting adjourned at 11:05 a.m. EST.

Committee Chair: Tori Murden McClure, Spalding University
Staff Liaisons: Dan Dutcher, Division III Governance
Debbie Kresge, Division III Governance
Louise McCleary, Division III Governance
Jeff Myers, Academic and Membership Affairs
Ali Spungen, Division III Governance

NCAA Division III Administrative Committee
July 8, 2020, Teleconference
Attendees:
Heather Benning, Midwest Conference.
Gerard Bryant, John Jay College of Criminal Justice.
Fayneese Miller, Hamline University
Tori Murden McClure, Spalding University
Dennis Shields, University of Wisconsin, Platteville.
Staff:
Dan Dutcher, Brian Hainline, Debbie Kresge, Louise McCleary, Jeff Myers, Adam Skaggs, Ali Spungen and Liz Suscha.



Good afternoon,

As you may know, the NCAA Board of Governors recently issued several [directives](#) affecting the fall playing season. On August 11, an [FAQ](#) was issued to help clarify several of the directives.

Among the directives was a charge that each division take action regarding student-athlete well-being issues. The original deadline for divisional action on these issues has been extended to August 21. The relevant directives are:

- All student-athletes must be provided an opportunity to opt out of participation due to concerns about contracting COVID-19.
- Appropriate eligibility-related accommodations must be made for student-athletes who opt out of participating this fall or those whose seasons are interrupted or cut short due to COVID-19. [Note: the Division III governance structure has already [addressed](#) this issue.]
- While statements of personal commitment to health and safety are acceptable, member schools may not require student-athletes to waive their legal rights regarding COVID-19 as a condition of athletics participation.
- Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or nonchampionship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term.

The Division III Administrative Committee, acting on behalf of the Management and Presidents Councils, will consider these student-athlete well-being directives on August 20. Please forward any feedback you would like to share with the Administrative Committee to [Dan Dutcher](#) not later than the close of business **Tuesday, August 19.**

Thank you.

Dan Dutcher

Vice President for Division III

**RESPONSES TO BOARD OF GOVERNORS RECENTLY ISSUED
SEVERAL DIRECTIVES AFFECTING THE FALL PLAYING SEASON**

DIII COMMISSIONERS EXECUTIVE BOARD

Compiled by DIIICA Executive Board – 8/14/20

Chris Roekle (Capital)

I would hope that others have the same feedback as we do...

1. Hoping these medical expenses are regarding testing and no other fees (respirators, etc.).
2. Insurance providers are informing schools that COVID is an injury and not an illness. Also, difficult to trace.
3. Looking at the document, these were meant to be used at D1 - who have both injury and insurance policies.
4. There is no definition to the scope of limitations of this at all. Ten years from now could we still be found liable.

Megan Morrison – MAC

I very much appreciate the opportunity to provide some feedback. First, I will just note that the detail in the 4th bullet is news to me and goes well beyond the statement from the BOG materials, so having that detailed information up front may have saved a lot of anxiety for some. However, that said, it is still the coverage of costs issue that gives me the most concern. My feedback is focused on this issue.

- The directive seems only to apply to institutions that have competition in the fall term (as stated). In this era I don't want to assume anything, so I would like to clarify the intent is for competition in-person or live versus virtual competitions of some sort, even those that would not meet the definition of intercollegiate competition. For example, each team in the MAC runs a 5K and times are compared to name a "winner" or a virtual 3-point contest.
- If the directive is only for the fall, this may not apply going forward, but other considerations should be expounded upon such as the length of time an institution is responsible for expenses (life? two years after eligibility expires?) as there is mounting evidence of long-lasting effects from contracting COVID-19.
- I am not entirely familiar with what DIII already requires, but maybe the DIII model could be that all students are required to have health insurance (I know schools require this, but not sure it's an NCAA mandate), and that all testing-related expenses for COVID-19 related to intercollegiate athletics participation will be covered.
- Any policy going forward must be clear in the following areas: when does the policy become active (live intercollegiate competition, practice, any required activity, voluntary activity, etc.), what is the boundary of the policy and what must be covered (all testing expenses, all medical expenses traced to intercollegiate athletics contraction), who verifies how the virus was contracted and what if it is inconclusive (local contact tracers, SA, Lawyers, etc.), how long is the policy in effect (for life, for length of eligibility, until SA graduates, withdraws or transfers).
- These are more rhetorical questions, but what happens if a school does not follow the policy? Will enforcement get involved? What are the penalties?

Katie Boldvich – Landmark

The Landmark institution's concerns are likely very similar to others. There seems to be confusion in coverages for injuries vs. illness. Our institutions recognize some immediate costs that will come into play if a student contracts COVID - but the primary concern are potential medical costs associated with any lingering effects from the illness. Are our institutions still required to provide medical expenses 5, 10 or more years from now? How will it be determined where/how a student or staff member contracted the virus? Obviously, that is another huge piece of all of this. The institution's biggest fears are their current providers denying coverage options moving forward and them being forced to pay into higher premiums for more comprehensive coverage or risking going forward with exceptions in place.

Linda Bruno – Skyline

Here are my concerns for your conversation with Dan and the DIII leadership:

1. Is the directive on coverage for student-athletes that contract COVID mean that schools are liable for an undetermined length of time? For example, heart issues that develop later in life that could be traced to COVID diagnosis while a student-athlete? The statement also indicates this is a fall directive only so assume it will be revisited next semester (?)
2. I cannot find where it was 'announced' that DIII fall NCAA championships would not be conducted in the spring. I do see that MC made that recommendation to Champs Cabinet (July 30 meeting) which agreed to send up to Presidents Council for approval. See nothing after that. I realize that the NCAA is in a very difficult financial position, but as I have expressed, I am uncomfortable that we never had a discussion. DI is going to move with limited bracket sizes (most likely). Why would we not at least consider on behalf of our athletes? There are not any minutes posted for August 3 Presidents Council meeting so maybe Dan could help here.
3. Related to 2, if precedent is established that DIII championships will be handled differently, how is that going to effect DIII winter sports? Specifically, men's and women's basketball. If there are health issues that cause DI to move those championships to the spring, are our seasons either done or not started?

Marcella Zalot – NAC

Does the university covering out of pocket Insurance expenses mandate apply to low and medium risk sports or just to high risk sports?

The BOG document is titled “Requirements for Each Division Related to the Conduct of Fall Sports and Championships,” and the BOG will not meet again until Oct 27. Some winter sports can start practices as of Oct 1. Spring sports may conduct non-traditional seasons this fall. Can it be clarified if the directives from the BOG apply to all sports that conduct athletically related activities through Oct 27, not just fall sports or do the directives not apply to winter and spring sports prior to Oct 27? I must believe the directives apply to all sports, not just fall sports, but that is not stated anywhere.

An AD asked to make sure this note was passed along: It is very unlikely that these student athlete expenses would be covered by insurance. Any institution’s ability to handle paying these expenses out of pocket will be very limited.

Adrienne Mullikin – CSAC

1. Need clarity on the insurance coverage piece, are screening expenses covered in that as well? Also, the coverage appeared only to relate to competition/scrimmage, but not practice/training, how is it applicable in that case? What medical professional is going to be able to determine which day a student contracted the virus - was it during a regular practice among same teammates and then we would not have to pay the bills or only when a contest occurs and that the medical professional can identify that is the contest they contracted the disease. They just as easily got the virus at a social gathering or the gas pump.
2. What is the testing protocol for winter/spring sport student-athletes that plan to start practice in the fall, taking advantage of the 114-day season? Do they need to be tested as soon as they arrive on campus and with students arriving as we speak, what happens if they are not tested when they arrive on campus? What if the institution does not have a testing strategy for its campus community at all?
3. Should the same testing protocols be followed if only conducting training versus competition? The language seems to back track on that from what was originally communicated.
4. Need clarification in writing on virtual workout permissible activities versus what was communicated in Spring 2020.
5. How are the terms “in season” and “out of season” defined when it comes to the 114-day format? A team could be in-season one day and out-of-season the next, how does that apply to testing?
6. The resocialization document appears to be written from a DI football perspective, will there be different guidelines/expectations/mandates for DII and DIII that institutions can point their legal folks to?

Dick Rasmussen – UAA

Much of the feedback I have received runs along the lines of this example submitted by the University of Chicago. It includes a description of their athletic injury and insurance protocols and excerpts from their related Q&A document.

The university has a student insurance policy that may be waived if it is comparable to the university’s policy (UShip). UShip has a \$1500 deductible that the department pays for any athletically related injury regardless of insurance. If a student’s personal policy has a higher deductible, the department’s contribution is still capped at \$1500.

Since the source of COVID-19 cannot be traced to a person or incident with precision, we could be held liable for medical expenses that are not related to athletic participation. Given the evidence that this could damage heart tissue, the cost could be ongoing for the life of a student.

What is the University of Chicago Athletics & Recreation insurance agreement?

In order to assure that student-athletes seek prompt care for any injuries sustained while participating on an intercollegiate athletic team, Athletics & Recreation will reimburse the student-athlete a maximum of \$1,500 for out of pocket (deductible or co-pay) expenses per school year only if (1) the insurance is

comparable to the University of Chicago U-SHIP plan, (2) the injury occurs while participating in a sanctioned varsity practice or competition and (3) the student-athlete has been evaluated by a member of the University of Chicago Sports Medicine staff (athletic trainers and/or team physician).

Does this reimbursement policy apply to illnesses or medical conditions that may affect athletics participation?

The \$1,500 maximum for out-of-pocket expenses is only for injuries. Many medical conditions such as asthma, diabetes, sickle-cell anemia, allergies, eating disorders, etc. and illnesses such as flu and strep throat may affect a student's ability to continue practicing and competing. Tests, treatments, prescriptions, etc. for medical conditions and illnesses are the sole responsibility of the student-athlete and are not covered under the \$1,500 reimbursement coverage.

Institutional gap insurance policies generally cover athletics injuries — not illnesses. The directive of the BOG to develop rules covering costs associated with the COVID-19 illness would run counter to well-established and well-vetted standing institutional policies.

Also, a number of institutions have suggested that the BOG is overstepping its authority with regard to directives such as the coverage of all medical costs related to COVID-19. I think that is a real concern that should be addressed. We do not do that for any other such circumstance including things like concussions, orthopedic injuries, eating disorders, etc.

Suggesting another more limited direction, it would seem reasonable to require institutions to cover all COVID-19 testing procedures for student-athletes related to their participation in athletics as well as permissive (but not required) legislation to allow for coverage of related isolation quarantining costs.

One last thought: Has the BOG discussed the establishment of a fund to cover any long-term consequences of COVID-19 infections that may be attributable to athletic participation similar to long-term assistance that has now become part of the settlement of concussion-related class action litigation?

Kim Wenger – NWC

Here are responses/feedback from the NWC on the directives from the BOG. All nine of my presidents agree with the statements below and feel that bullet point number four goes against the NCAA principles.

All of my feedback has been in response to item #4

Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or non-championship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term.

Robin Baker, George Fox University President

I think my main concern is really on the 4th item -- assigning the university all financial responsibility in the case of a student allegedly being exposed to or contracting COVID-19 in an athletics competition. For most of us, these restrictions will mean that we will not compete. Accepting full liability, as I understand

the statement, places institutions at significant financial risk. They should know that the "regular" students will be playing intramurals and will have signed a liability waiver. Thus, our capacity to run intramurals is also connected to liability. It would seem to me that one must distinguish between divisions here - Divisions I and II provide financial incentives in the form of scholarships and some pay. D3 does not. Why do we have to treat them differently from every other student?

Adam Puckett, George Fox University AD

This statement is very concerning. Here is a brief summary of my concerns:

- Precedence | With the expansion of medical expense liability to cover a communicable disease (COVID-19), it seems like it is not a far stretch to create medical expense liability for institutions for any student-athlete that contracts any communicable disease. Why would 1 communicable disease be covered and not another? What about long-term medical expenses related to concussions?
- Lack on insurance coverage Historically, the NCAA places the financial burden of any health care costs solely on student-athletes. While the NCAA and institutions do carry catastrophic injury insurance, that coverage is only an excess policy, subordinate to student-athletes' primary health insurance, and it will not cover student-athletes' health care costs if they are infected with COVID-19. My understanding is that the NCAA's catastrophic injury insurance coverage and our institution's insurance coverage specifically excludes illness or disease.
- The ability to trace COVID-19 directly back to a student-athletes' sports participation would be subjective and problematic. Most of our student-athletes "bubble group" outside of athletics is their athletic team. Their teammates are their roommates, their classmates and their friends. It would be difficult to determine with any level of confidence that a positive COVID-19 diagnosis is the direct result of student-athletes' sports participation.
- If this mandate is held up, I would expect the NCAA to come up with very public statements confirming that medical liability only extends to competition and not to internal directed practice or voluntary athletic activity (as indicated above).

Beck Taylor, Whitworth University President

- Preference for this language to be stricken altogether. If it remains, then it would effectively eliminate any non-conference competitions this fall. D3 schools cannot afford this provision. I prefer that the language make very clear that this provision applies only to competition with other institutions, and NOT for practices or other team-related activities.

Wim Wiewel, Lewis & Clark College President

I disagree with the fourth bullet point in principle. The NCAA is very demanding on D3 regarding differential treatment of athletes and non-athletes, and here they are proposing a potentially very large benefit for athletes that non-athletes would not get.

Stephen Thorsett, Willamette University President

I also agree with Wim. Even if we wished to provide differential benefits, as Allan Belton pointed out last week it is not clear that our insurance companies would allow it. And it remains troubling to me that it establishes a standard for benefits ("reasonable belief" of local health officials) which may be different from

the standard used by our insurers. I expect if that language is retained into the spring semester, we may decide we cannot compete in the spring. But it ought to be enough to point out that it is inconsistent with the NCAA's own principles.

Chuck Mitrano – Empire 8

Empire 8 has serious concern about requiring institutions to cover all costs related to COVID-19 treatment. While it has been suggested this would only apply if the institution engages in competition this fall it is very unclear in the language. It says participation and that is not just competition. Further, even though our institutions are not competing this fall, it sets a bad precedent for future seasons in which we hope to be competing. This is overreach and not a reasonable mandate to place on a member without much more significant discussion. A big part of this concern is for how long must a college cover health costs, especially since many of the effects of COVID could be long term. This issue is far too complex, and the info provided too vague to ask for agreement or support with haste.

Tom Hart – USA South

Below are pieces of feedback from three conference AD's: This whole area is fraught with issues. First, for Division III everything should be framed in permissive language. Opting out, eligibility and waivers should be as lenient as possible. Specific directives hinder institutions to make reasonable decisions based on their individual campuses.

I agree with these AD's that the BOG has out stepped their boundaries especially as it relates to #4. Way too vague and opens door for a variety of interpretations. If it must be in there, the statement "proof beyond a reasonable doubt" should replace "reasonable belief".

Hard to believe we must try and turn these lemons into lemonade:

Tom - My thoughts are in red. Thanks for the opportunity to give some feedback.

- All student-athletes must be provided an opportunity to opt out of participation due to concerns about contracting COVID-19. **What does opportunity mean? Is this a letter from the athletic department stating the student-athlete is not required to participate? I would suggest if the student-athlete opts to not participate then the NCAA consider waiving the use of a full-time semester.**
- Appropriate eligibility-related accommodations must be made for student-athletes who opt out of participating this fall or those whose seasons are interrupted or cut short due to COVID-19. [Note: the Division III governance structure has already [addressed](#) this issue.] **I think this plan is workable, but I do suggest the NCAA consider waiving the use of a semester also if the student-athlete chooses not to participate.**
- While statements of personal commitment to health and safety are acceptable, member schools may not require student-athletes to waive their legal rights regarding COVID-19 as a condition of athletics participation. **I understand but I do think if we give them an opportunity to opt out there is an assumed risk that the student-athlete takes on. I am sure legal will not agree but I think if you give them an option to opt out you should be allowed to have them sign a waiver. This one is not a deal breaker but worth considering.**

- Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials **reasonably believe** were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or non-championship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term. **I would like clarification on this one. The way I read this is if we practice only or do voluntary strength and conditioning sessions then this would not apply since we are not playing outside competition. If that is the case it is better than I understood this earlier. I think the NCAA is going too far diving into the insurance piece but that is an opinion only. If this is the standard, then this would put golf and tennis out of competition this fall also. I am also suggesting the NCAA use the word sports competition instead of sports participation. That would help make the distinction between practice and outside competition. Who would serve as a "local health official" to "reasonably believe" the virus was related to athletic participation? Who would be the person to make that determination? "Reasonably believe" cannot be a factual determination of how and where a student-athlete contracted the virus.**

I reasonably believe I got the virus from a friend who is a firefighter, but I also reasonably believe I got the virus from a restaurant we went to, because we both began having symptoms at the same time. In other words, who knows.

Another USA South AD:

While statements of personal commitment to health and safety are acceptable, member schools may not require student-athletes to waive their legal rights regarding COVID-19 as a condition of athletics participation. **I believe that this is an important component to ensure that everyone knows their rights to opt out and to participate (could you have a video addressing all the concerns as well as the proper prevention methods to go with a thorough explanation form which the student-athlete signs). I feel that everyone already has the right to proceed with legal action, so this is only to confirm that student-athletes understand the possible risks (short term and long term). This is definitely treating students and student-athletes differently and penalizing those who participate in a sport.**

Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or non-championship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term. **This should fall under each institution's current guidelines for all illnesses. We should not separate out illnesses.**

Another USA South AD:

Just finished a morning staff meeting so unfortunately, I was not able to give you feedback about the latest directives from the NCAA by Noon. I am sure the one that is the most damaging and impactful is this one:

- *Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or nonchampionship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term.*

This directive is wrought with issues. First, covering COVID-19 related medical expenses of infected student-athletes is impractical for most DIII institutions, whether it is a hundred dollars or a million dollars. What other industry is placing this type of open-ended burden on those it governs? Furthermore, it is ludicrous to ask or expect local health officials to be responsible for determining a link between a S-A contracting the virus due to sports-related competitive contact, when contact tracing could indicate any number of possibilities for the transmittal. So, to render a verdict that says, 'we think these individual/individuals contracted the virus due to athletics contact, is in the category of 'hearsay or speculation' and therefore unprovable.

I know we are looking to offer options/solutions, but this slippery slope is not one that schools can responsibly navigate as the exposure could be tremendous. Sadly, I think this also paints the medium and low contact/risk sports like golf with the same brush. I just think the Board of Governors needs to protect its member institutions in a far better way than this dangerous directive. In saying that, my hunch is this is just another fence narrowing tactic rather than just declaring that DIII schools cannot compete against or with outside competition in the fall semester.

I may not be understanding this correctly but at least wanted to offer my initial reactions to this particular directive.

Erin Cummings – Atlantic East

- Do student-athletes have to sign something to show they are opting "in" to fall participation? If they do not, how do we verify that they understand they can opt out?
- If a student opts out of practice/competition this year, are they still entitled to their two semesters and year of eligibility back? We know that as long as they do not play more than 50% of the max, they get it but what if they choose not to play at all? What about the people who choose to go virtual or stay close to home and go to a community college? Will they get 2 semesters and a year back?
- In permitting the student-athletes to opt out, do they get a choice? "I feel comfortable playing but not lifting" for example. Are we even permitted to ask why they are opting out? I would only want to ask if they were opting out of one and not all, but I am not sure we can ask.

I am assuming the second directive (about eligibility-related accommodations) is being addressed by D3 due to the awarding of two semesters and an additional year as long as they do not participate in more than 50% of the maximus?

If our insurance company is secondary and does not cover the expenses of something they cannot prove was transmitted through athletics participation, how can we assure the coverage? Our students are back on campus, in dorms and in the classrooms, how can we prove one way or another that it was the athletics participation that caused the virus? And in that, how can we expect our insurance company to comply?

Pamela Samuelson – Little East

First, thanks so much for your willingness to take on the feedback on behalf of our members. LEC members have expressed the following thoughts:

- The NCAA BOG is becoming increasingly disconnected from DIII. Mandates - and timing of the release - demonstrates a disregard for what is happening on DIII campuses. SA's were set to arrive

on some of our campuses shortly after the mandates were communicated, thinking that they would have some type of fall athletics experience. Confusion surrounding mandated testing and responsibility for medical expenses left our members with the potential scenario where SA's arrive on campus, and then the next week, take part in a mass exodus as they learn that there will be no practice or competition at all this fall. The timing of the announcement was critical, as many institutions are already challenged with enrollment. Our members have expressed the concern that the input of DIII AD's is not a part of any decisions made by the BOG. Some DIII institutions are struggling to survive these days and decisions made by the NCAA governance should at least understand the challenges and take them into account or at least acknowledge that they exist.

- While it is a positive that it appears the responsibility for medical expenses is lifted if a school is not competing against outside competition, the mandate for competition is still an extreme hardship for schools. Some of our members do not have a secondary policy to cover SA's medical expenses and those that do, the policy does not cover COVID-related expenses. This mandate could be devastating to institutions if it prohibits them from competition. Side note - our AD's knew weeks ago that secondary insurance does not cover COVID expenses, but BOG did not know or acknowledge knowing of it?
- What medical conditions are the institutions responsible for and for how long? A lifetime?
- If it is indeed accurate that institutions are not responsible for COVID-related medical expenses for SA's, this should be clearly spelled out in writing.

Andrea Savage, NESAC

I am following on your email to Joe Onderko and subsequently his email to the DIII Commissioners with the opportunity to provide feedback regarding the Board of Governors directives. The directive related to medical expenses in particular has raised significant concern. I know Joe sent you some responses last night and I would like to add the response below to those you have already received to be shared with the BOG for their meeting later this week.

Tim Ryan
Ashmead White Director of Athletics
Bowdoin College

Thank you for providing Bowdoin an opportunity to provide concerns with the recent directives issued regarding student athlete well-being concerns relating to COVID-19. The guidelines that you shared with us on Friday afternoon include the following:

We did some additional homework on our end and found that sickness is not included in our policies for athletes, which would present challenges. The comments below were put together by Jim Kelley, our Risk and Procurement Manager, as Jim oversees our relationship with our insurance providers and works closely with our Head Athletic Trainer to distribute information to students, process claims, etc.

Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g.,

championship segment or nonchampionship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term.

We are exceptionally concerned with the financial impact this could have on our college. We have no coverage under our existing athletics policies to cover virus/sickness rather they cover sports injuries. Further, we do not believe the NCAA offers this coverage at the \$90,000 attachment point. The state does not allow accident medical policies to cover sickness. If a student is deemed to have contracted the disease as a result of the student-athletes' sports participation we will have an uninsurable exposure.

We urge the NCAA and more specifically Division III to reconsider this directive in consultation with insurance professionals who fully understand the nuances of student-athlete coverage. This blanket directive may have unintended consequences that may limit future athletics offerings at some colleges.

DICK KAISER, SLIAC

Here are the primary concerns from the athletics administrators and campus leadership personnel of the SLIAC as it relates to the recent BOG release:

1. The first big red flag was the insurance piece. Here are the concerns: Does the insurance piece only potentially come into play when a team/school participates against outside competition? ... or is it meant to cover all practices and athletics activities on an institution's campus, even if they are not planning any outside competition? The SLIAC institutions are waiting on allowing any type of practicing or working out for any of their S-A's why we are waiting for a clarifying statement from the NCAA. These are campuses that have students on the ground at school right now that are not being allowed to do anything athletic related until this clarity is provided.
2. Second part of the insurance issue, is the BOG insurance statement about insurance meant to be S-A specific and not extend to family members? Every one of our schools in the SLIAC has secondary insurance for the S-A, but none have nor will ever have extended coverage for a family member that might get COVID. Nearly every school has talked to their insurance providers and none will cover COVID costs as a specialty item.
3. What exactly is "surveillance testing" as it relates to the risk levels of sports?
 - a. Is there an expectation of doing surveillance testing for teams that are not competing against outside competition? ... or ... Is the surveillance testing only an expectation of teams that are competing against outside competition?
 - b. In a low risk sport like tennis or golf, is surveillance testing doing temperature taking, questions about how an individual is feeling and who have they been in contact enough... or ... is there an expectation to actually do some type of PCR, saliva, etc. testing on 25% of the S-A prior to contests vs. outside competition?
 - c. In medium risk sports, how is surveillance testing defined? Is it the same classification as a low risk sport? Is a sport like cross country, which is currently classified as medium risk due to the start and finish lines, able to be moved to low risk when the starting policy and finish line are significantly changed to alleviate close contact of runners?

Dan - As you can see, the two biggest issues for the SLIAC is a clarification of the insurance issue and surveillance testing. If the insurance issue does not get changed or become so less all encompassing, athletics in the SLIAC will probably be out of business. And with surveillance testing, the conference needs specific guidelines/definition or the allowance to require what is safe as it pertains to the safety measures to be employed by the conference within the various risk levels of sport.

Thank you for your efforts for clarity. A lot of schools, including almost all of the SLIAC institutions, are patiently waiting for the next correspondence as we have students on campus chomping on the bit to be able to do athletics related activities.

Michelle Walsh, Division III Management Council

Feedback on each item:

- All student-athletes must be provided an opportunity to opt out of participation due to concerns about contracting COVID-19.

Comments: Yes, totally agree. This one seems like a no-brainer, pardon the phrasing.

- Appropriate eligibility-related accommodations must be made for student-athletes who opt out of participating this fall or those whose seasons are interrupted or cut short due to COVID-19. [Note: The Division III governance structure has already addressed this issue.]

Comments - Yes, done. There is still some noise about postseason inclusion in this, but I feel strongly we made the right decision in this regard. Reaching postseason play means we have gotten to the latter half of the season, which is how we look at medical hardship waivers as well. I cannot recall if scrimmages were exempted from the 50% or not; if not, this would be one I would consider changing.

- While statements of personal commitment to health and safety are acceptable, member schools may not require student-athletes to waive their legal rights regarding COVID-19 as a condition of athletics participation.

Comments: Divisions must develop rules providing that member schools will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation. The directive applies to any student-athlete who participates in any competition (e.g., championship segment or nonchampionship segment competitions, scrimmages and practices combining teams from two different institutions) during the 2020 fall term.

The last two items are the ones that are difficult for me. They both sound and feel like “the right thing to do” but as with most things where we use that phrase, the devil is in the details. What makes COVID different from injuries that occur in a sporting environment is that preventing the transmission of COVID requires a great deal of personal responsibility on the part of student-athletes, both within and outside practice. If the college and a coach put rules in place but a student-athlete opts not to follow all the rules (this could be something simple like taking a sip of water from someone else’s water bottle) and this ends

up as the way that a student contracts COVID, having the college cover medical expenses seems problematic. The more likely scenario, though, is teammates socializing after hours and that becomes a method of transmission...could a local health official reasonably believe that transmission is the result of student-athlete athletics participation since transmission was between teammates but outside of practice?

I think the original language from the Board of Governors also said something along the lines of not wanting to pass on any costs to family members as well... I would want to be very careful about unintentional effects of that kind of language. Does that mean if the student-athlete transmits COVID to other family members that the college pays for COVID care for family members?

If the Board of Governors feels strongly that there needs to be some effort to pay medical bills as a result of sport participation (which it sounds like they do), then I think we need to define this more narrowly and talk about it in cases of negligence and/or lack of adherence to the NCAA resocialization standards. I would also narrow the scope of this phrase "local health officials reasonably believe were the result of student-athletes' sports participation" to ensure that we are restricting this to directed activities with the oversight of a staff member; a local health official should not have the purview to define this as broadly as "since they are on the same team, this was the result of sport participation"... that absolves students of responsibility for personal behavior during the times they are not under direct supervision. I would also provide clear definition on where medical expenses can/cannot extend to family members as previously noted. Just trying to think of all the parallels that could come up in a scenario like this...

At Vassar, our secondary insurance provider has advised they will not cover COVID-related expenses. If we were required to provide coverage for medical expenses as a result of athletics participation for practice, it is entirely possible we would shut everything down. If this is prevalent across other NCAA institutions, would the NCAA be able to assist in lobbying insurance companies to provide this coverage in secondary or other policies?

Very tough subjects. Please feel free to let me know if I can be of further assistance.

NADIII AA EXECUTIVE BOARD COMMENTS

Keri Alexander Luchowski
Executive Director, North Coast Athletic Conference

On behalf of the Executive Board of the National Association of Division III Athletic Administrators (NADIII AA), thank you for your invitation to provide feedback to the Division III Administrative Committee (AdCom) regarding the Division III interpretation of the recent NCAA Board of Governors (BOG) directives regarding student-athlete well-being issues in the fall 2020 season.

I have pasted below the comments and questions from our Board on behalf of our membership. There are grave concerns over both how we got this point and how it seems we may be moving forward in ways that could irreparably damage Division III institutions and their athletics programs.

We join with the Division III Commissioners Association to strongly urge AdCom to work to find a path forward that will protect the health & safety of our student-athletes, while at the same time allow the conferences the autonomy and confidence to make independent decisions regarding athletically related activities on our campuses.

We also join them in asking you to be an advocate within AdCom for change and flexibility on behalf of the Division III membership, who clearly have significant concern that the current BOG directives, meant primarily for NCAA Division I, have the potential to unnecessarily cause significant harm to our Division III campuses and student-athletes.

NADIII Board Questions and Concerns:

1. I feel this change to medical expenses only being competition is the ONLY way schools could continue to practice, so I am in favor of it.

For the BOG to be so ill-informed to have made a statement such as the original one is very disappointing; what is more disappointing is that likely the BOG wasn't ill-informed but instead did not even consider the different ways the divisions do business. From our vantage point, it feels like everything thus far has been done to appease Division I in some fashion. Announcements are made and then we all must scramble to adjust since the plans do not meet our reality.

D3 institutions do not have a secondary insurance policy that would cover COVID, and we don't have primary insurance policies on athletes—some schools don't even sell primary insurance to students as an option, so athletes have to have their own insurance to play. Not only that, but the statement set us up for long-term liability. So yes, in the short term changing it to be only competition will allow schools to practice this fall, and is a change that has to be made, but I am concerned about what the statement means for all of us, including the Association, moving forward.

The move to Health and Safety consensus practices has really put many D3 schools in a tough place. And then, in the biggest health and safety moment of our lives the “guidance” from the NCAA has been disjointed, confusing, and tardy. That has been disenfranchising to say the least.

2. What does opting out of participation due to COVID look like at DIII? Do we need to have some kind of formal process? Student-athletes opt out all the time in DIII, by simply leaving teams. Why would this be different? Do we need them to opt-in? But if they do, how does that not look like they are waiving their legal rights?
3. One of the overriding philosophies of DIII is that we treat our student-athletes similarly to the general student body. Our student-athletes do not have separate living spaces, separate dining spaces, separate classes, etc. They are fully integrated into campus life. As a result, how will we be able to pinpoint where a student may have been infected with COVID-19?
4. How do we define "reasonable belief of local health officials"? Some institutions are in areas without any local health boards/governance at all, while others have limited access due to lack of resources. Will this "reasonable belief" even match up with the processes and information required by insurance carriers?
5. What is the framework for coverage of costs related to infections? This seems to be an excellent sound bite, but not well thought out in practice. How long are institutions to cover expenses? How far into the future should we expect a call because of some issue traced back to COVID-related damage?

6. Most carriers are saying that they do not offer infectious disease coverage, and if they currently do, policies will exclude that option as they are renewed. Additionally, carriers are saying that COVID-19 is an illness, not an injury. This all leaves schools in a precarious financial position - at a time when the stability of many institutions is already quite fragile.
7. Institutional gap insurance policies generally cover athletic injuries — not illnesses. The directive of the BOG to develop rules covering costs associated with the COVID-19 illness would run counter to well-established and well-vetted standing institutional policies.

Also, several institutions have suggested that the BOG is overstepping its authority with regard to directives such as the coverage of all medical costs related to COVID-19. I think that is a real concern that should be addressed. We do not do that for any other such circumstance including things like concussions, orthopedic injuries, eating disorders, etc.

Suggesting another more limited direction, it would seem reasonable to require institutions to cover all COVID-19 testing procedures for student-athletes related to their participation in athletics as well as permissive (but not required) legislation to allow for coverage of related isolation quarantining costs.

One last thought: Has the BOG discussed the establishment of a fund to cover any long-term consequences of COVID-19 infections that may be attributable to athletic participation similar to long-term assistance that has now become part of the settlement of concussion-related class action litigation?

8. Athletics are voluntary. We in D3 do not hold any scholarships over the heads of the athletes where the athletes would feel like they need to compete. If they CHOOSE to compete then that is that. It should not place liability on the shoulders of an institution. ESPECIALLY if they are following the SSI guidelines.
9. This seems to set a precedent to cover infectious or communicable diseases. Is that what we are trying to do? This statement on COVID alone could prevent a majority of DIII institutions from competing, let alone the application to any other diseases.
10. What will be different in the spring? Hopefully, testing will improve, however the virus will still be here. How are we to even consider competing if this statement is in place? This effectively puts Division III out of the athletics business.

SARAH FEYERHERM, MANAGEMENT COUNCIL

My only question is around where this may lead us in the spring. For fall, since no Division III institution in my sphere is planning on any competition, the last bullet point is probably moot. But as we may eventually move into a scenario where competition could start up again in the spring if we take reasonable precautions, that provision (if it went beyond this fall) could be used as a reason for Division III institutions to not engage in any competition.

So, I would only be interested ultimately in the detail behind that -- Colleges responsible only for costs not met by the student-athlete's health insurance? Or are they talking about "health costs" beyond the student-athlete's personal costs? Like costs for isolation, transportation, etc.?



Maureen A. Harty
Executive Director
College Conference of Illinois and Wisconsin
30 N. Brainard Street #402
Naperville, IL 60540

17 August 2020

Members of the NCAA Board of Governors
c/o Mr. Dan Dutcher, Vice President of DIII
PO Box 6222
Indianapolis, IN 46206

To members of the Board:

On behalf of the College Conference of Illinois and Wisconsin, I write to express our concerns with the NCAA Board of Governors' mandate that NCAA DIII member institutions cover COVID-19 related medical expenses arising from athletics participation. The timing and vague guidance given in this mandate has caused great concern for our member institutions and is not a sustainable model for DIII athletics.

The DIII philosophy is founded on the principle that *“athletics participants are not treated differently from other members of the student body”*. This mandate blurs that line as we are being asked to treat student-athletes differently than the rest of the student body for an illness that can be contracted through interaction with others. And while the current mandate applies to fall 2020 competition, we are extremely concerned that these requirements will extend to winter and spring, as it will be difficult to rescind them once confirmed.

Our members have been planning for a safe return to campus for months, and our student-athletes are being welcomed back to campus in the same manner as all students. They are not being isolated in student-athlete housing or dining halls. All students are attending the same orientation program and will begin their in-person classes in the coming weeks.

Our specific concerns include:

- Since our student-athletes are interacting with the rest of the campus population on a regular basis, it would be extremely difficult to prove that an individual contracted COVID-19 from participation in athletic activities.
- The mandate requires that the responsibility to determine the root of the infection is on a local health official who has not witnessed any of the student's interactions with others.
- Some have interpreted this mandate to mean that if student-athlete engages in athletically related activities and contracts COVID-19, then the institution has an obligation to cover that student's medical expenses.
- Little is known about the long term effects of this virus at this time and yet this mandate is requiring institutions to pay for medical bills with no end date.

- Some legal experts on our campuses have noted that this could be interpreted as a benefit commonly found in an employer/employee relationship which is well outside the scope of DIII athletics.
- Without a repeal of this mandate or further specific guidance, DIII institutions may be faced with frivolous claims that they do not have the time or resources to defend.

The member institutions of the CCIW strongly believe that DIII institutions should continue to abide by their campus policies for all students who contract COVID-19 and provided student-athletes are regularly interacting with the rest of the campus community, they should not be held liable for any potential medical expenses.

Please let me know if I can provide any additional information on this matter.

Respectfully submitted,



Maureen A. Harty
Executive Director

CCIW Council of Presidents Members

Steven Bahls, Augustana College
Cindy Gnadinger, Carroll University
John Swallow, Carthage College
Troy Van Aken, Elmhurst University
S. Georgia Nugent, Illinois Wesleyan University
James Reynolds, Millikin University
Troy Hammond, North Central College
Mary Surridge, North Park University
Phillip Ryken, Wheaton College

Augustana College • Carroll University • Carthage College • Elmhurst University
Illinois Wesleyan University • Millikin University • North Central College
North Park University • Wheaton College



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August 18, 2020

Dan Dutcher
Vice President for Division III
NCAA
P.O. Box 6222
Indianapolis, IN 46206-6222

Dear Mr. Dutcher,

In response to your memo on Friday, August 14, 2020, secondary medical insurance coverage for student-athletes has never been a requirement for Division III membership. It is believed that COVID-19 is an illness and not an injury, which is the feedback that many institutions are receiving from insurance providers, not to mention what is the expectation for the length of potential coverage?

Will our institutions be required to provide care for the next 5, 10 or 15 years after a student-athlete has graduated or left their respective institution? If absorbing COVID-19 medical costs becomes a standard operating procedure, all Division III institutions will be faced with decisions that could be catastrophic and potentially leave some campuses without athletic programs. I encourage the Division III leadership team and various committees to strongly consider the financial implications their decisions could have on intercollegiate athletics.

I appreciate the opportunity to provide the Division III Administrative Committee feedback on this extremely important issue.

Respectively,

A handwritten signature in black ink, appearing to be 'DH' with a stylized flourish.

Danielle Harris
Commissioner



August 17, 2020

Via Email

Mr. Dan Dutcher
Vice President for Division III
The National Collegiate Athletic Association
700 W. Washington Street
P.O. Box 6222
Indianapolis, IN 46206-6222

Dear Mr. Dutcher:

In accordance with your August 14, 2020 email, the undersigned Presidents of the Presidents' Athletics Conference submit this response to the NCAA's August 5, 2020 directives regarding Fall 2020 sports and championships. Of particular concern is the requirement that member schools "will cover COVID-19-related health costs related to infections that local health officials reasonably believe were the result of student-athletes' sports participation."

This requirement attempts to establish a liability standard that is not only beyond the authority of the NCAA and likely legally unenforceable, but also potentially exposes member institutions to an untenable and unacceptable level of risk.

The health and safety of our students and campus communities are a top priority for all PAC schools. Our institutions have worked tirelessly to plan for the 2020-2021 academic and athletic year and implement health and safety measures recommended by the CDC, NCAA and state and local health officials. In accordance with that guidance, the PAC has moved competition in fall medium and high contact sports to the spring semester pending further review and has been working on plans to move forward in the fall semester with low contact sports typically played in the spring (or dual seasons), including golf, tennis and track and field. Not only has this required extensive planning in a short period of time, it has also required our students to be patient and flexible as decisions were made regarding fall athletics offerings.

If the NCAA's requirement regarding the payment of medical expenses is implemented, it will effectively result in no Division III institution being able to provide any athletic competition experience for students in Fall 2020, including low contact sports, due to the unreasonable liability exposure it creates for institutions. This requirement appears to be a hasty and short-sighted

Mr. Dan Dutcher

August 17, 2020

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decision which will adversely affect our students who are preparing for the fall with the knowledge that the PAC is working on plans for competition. The rule is further problematic in that it creates a gross inequity between student-athletes and their non-student-athlete peers. All students face a risk of COVID-19 transmission by participating in any school-related activity. This rule, however, would provide a heightened insurance protection for only student-athletes. We cannot support such inequitable treatment of our students.

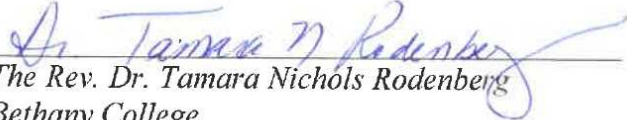
Our institutions remain committed to taking all reasonable measures to protect all of our students. Unfortunately, the current pandemic has created a challenging landscape that we are all trying to cautiously navigate, as we balance our students' health, safety and educational interests with the risk of the transmission of COVID-19.

In light of these concerns, we respectfully request that Division III exempt low contact sports competition from the NCAA medical expense payment requirement for Fall 2020.

Respectfully submitted:

PAC Member Institutions (see attached Presidential signatures)

Mr. Dan Dutcher
August 17, 2020
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The Rev. Dr. Tamara Nichols Rodenberg
Bethany College

Mr. Dan Dutcher
August 17, 2020
Page 4

A handwritten signature in cursive script that reads "David Finegold". The signature is written in black ink and is positioned above a horizontal line.


Dr. David Finegold
Chatham University

Mr. Dan Dutcher
August 17, 2020
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Father Dave Pivonka, TOR
Franciscan University

Mr. Dan Dutcher
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A handwritten signature in black ink, appearing to read "Calvin L. Troup". The signature is written in a cursive style with a large initial "C" and a long horizontal stroke at the end.

Dr. Calvin L. Troup
Geneva College

Mr. Dan Dutcher
August 17, 2020
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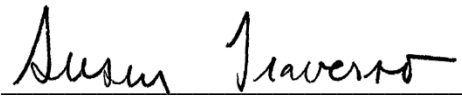
The Honorable Paul J. McNulty
Grove City College

Mr. Dan Dutcher
August 17, 2020
Page 8

A handwritten signature in black ink, appearing to read "Paul R. Taylor", with a long horizontal flourish extending to the right.

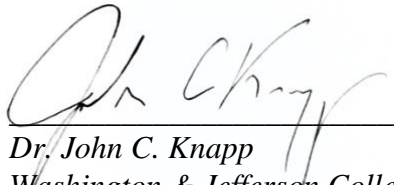
Father Paul R. Taylor, O.S.B., Ph.D.
Saint Vincent College

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Dr. Susan Traverso
Thiel College

Mr. Dan Dutcher
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A handwritten signature in cursive script, appearing to read "John C. Knapp", written over a horizontal line.


Dr. John C. Knapp
Washington & Jefferson College

Mr. Dan Dutcher
August 17, 2020
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A handwritten signature in cursive script that reads "Douglas G. Lee".

Douglas G. Lee, Esquire
Waynesburg University

Mr. Dan Dutcher
August 17, 2020
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Dr. Kathy Brittain Richardson
Westminster College