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Request for Information:

Stabilizing College Sports and Preserving Opportunities for Athletes

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Compensation and Benefits

Q: Where is the balance between providing student-athletes with opportunities to earn compensation and preserve opportunities for student-athletes at all levels of competition?

A: The appropriate balance is achieved through negotiated, enforceable rules that establish minimum standards of treatment and ensure adequate investment in all sports and athletes. College athletes should be able to earn compensation and have their rights protected as young adults, while schools should operate within clear standards and a predictable financial model. The current patchwork system creates instability for both sides because it was shaped by litigation rather than intentionally designed to work for everyone. Collective bargaining is the only proven way to set fair standards, protect opportunities and create long-term stability, especially in an era of record growth in viewership and revenue across college sports. It would also force a more honest evaluation of athletic department budgets, where decisions about opportunities are often framed as scarcity issues despite continued spending on facilities, salaries and administrative growth. Collective bargaining through the chosen players association for college athletes is the only way to ensure athletes have a mechanism to be fairly treated and protected both now and in the future.

Q: Is the current "Name, Image, and Likeness" system working for today's student-athletes and schools?

A: No. The current NIL system is not working for athletes nor schools. It is inconsistent, confusing and built on a flawed distinction between legitimate endorsement deals and what are effectively pay-for-play arrangements.

In other businesses throughout the country, transactions between athletes or entertainers and brands were clearly understood as marketing, sponsorship or endorsement deals. "Name, Image and Likeness" is a term intentionally misused by the NCAA and its membership to mask endorsement deals and avoid triggering employment classification by labeling these payments as something other than what they often are: compensation tied to athletic performance.

That artificial distinction is the root of today's chaos. It has led to constant rule changes, weak and inconsistent enforcement and ongoing litigation. Schools attempt to hold athletes accountable to performance-based expectations, while simultaneously classifying payments as NIL licensing, often with egregious terms benefitting the schools. At the same time, athletes have lost scholarships, been pushed into the transfer portal to free up roster spots and even had compensation reduced or revoked due to on-field performance.

But if compensation is truly for the use of an athlete's name, image and likeness, then performance should not dictate whether that compensation is honored. An athlete's NIL does not (and should not) change based on a box score, and their rights and contractual protections should not either.

The long-term solution is collective bargaining: establishing clear, enforceable standards and a clean separation between compensation for athletic services and legitimate endorsement income. This is how schools can finally get what they truly want: the ability to hold athletes accountable for performance: touchdowns scored, field goal percentage, assists, goals; within a transparent and enforceable structure.

At the same time, athletes have clear, guaranteed rights to compensation for playing their sport, including the value of their scholarship (which, for some sports and athletes, may be adequate compensation). A CBA would also provide health protections and stability in the environment where they spend the majority of their lives as college athletes: training, traveling and competing within their sport. For those with true marketing and brand influence, it preserves the opportunity to earn additional NIL income separately from the school.

Q: Should federally provided student aid be offset by alternative guaranteed revenue sources such as NIL in order to preserve resources for students who need them?

A: No. NIL is not guaranteed and varies widely by athlete, sport, school and market. Student aid should not be reduced based on unstable commercial opportunities. Educational support should remain tied to academic and financial need, not to an athlete's ability to generate outside income.

Q: How does revenue sharing under the House Settlement affect schools' ability to comply with Title IX requirements?

A: Title IX should continue to prohibit sex-based discrimination. At the same time, Title IX should not be used to block athlete compensation altogether. Revenue sharing adds legal and operational complexity, but Title IX should not be affected.

Title IX is meant to protect equitable opportunities across all sports, not serve as a shield to lawfully impede on another gender's rights. Currently, it is being contorted as a reason to avoid compensating athletes, particularly those who generate profits for their schools. Too | Page 3 often, it has been used as a scapegoat instead of driving institutions to meet both their compensation responsibilities and their Title IX obligations.

If compensation systems are going to exist, they must operate under clear, negotiated rules. Collective bargaining is the most effective way to build that structure to create fairness, ensure compliance and address equity concerns in a practical and enforceable way.

Q: How would the taxation of scholarships and other compensation, including education-related and non-education-related benefits, as income affect college sports, particularly the recruitment and retention of athletes of all income levels?

A: Taxing scholarships and education-related benefits as income would create confusion and financial strain, especially for lower-income athletes. It would make college sports less accessible and more complicated. If athletes are going to receive compensation, the system should be clear, standardized and easy to administer.

Please keep in mind that there are other students on campus who receive untaxed scholarships, financial aid or educational support while also holding a job as a student employee for the University or a W2 employee for a company separate from the school. There are parts of the system that have worked well for years. The push for Congressional intervention in college sports by the NCAA, Power Four conference commissioners and their members have created some false problems that have already been solved.

Q: How are revenue-sharing payments working for today’s student-athletes and schools? To what degree does revenue sharing reach all students playing the revenue sport? How would this arrangement be affected if students were classified as employees?

A: Revenue sharing is not working for college athletes or schools. Schools are frustrated by the inability to secure athletes’ services long-term, while athletes are being asked to give up meaningful rights under agreements that are framed as endorsement deals but function very differently in practice. Because of the intentionally ambiguous structure and language of these agreements, they are already being challenged across the country, including high-profile situations involving college football players Darrian Mensah and Demond Williams.

What is consistent across these agreements is that athletes are often required to relinquish rights that universities should not reasonably control. This includes restrictions such as requiring approval for third-party deals above a $600 threshold through the College Sports Commission, or preventing athletes from entering legitimate NIL deals that conflict with institutional sponsorships. For example, an athlete may be blocked from signing with Under Armour simply because their school has an existing relationship with Nike. This is not an issue at the professional level because players would not agree to have their rights limited for the sole benefit of the team's financial standing. As such, the standard player contract that has been created through a collective bargaining process draws clear lines on what rights the team has as a result of signing an athlete, and, just as importantly, where that line ends.

At the same time, revenue sharing does not reliably or equitably reach all athletes within so-called “revenue and non-revenue generating sports.”

Without standard protections and the ability to collectively bargain, the issues and confusion will persist, leading to more disputes, more instability and more time spent in court.

If college athletes were classified as employees, there would be clear, enforceable standards on both sides. Athletes would have the ability to collectively organize and bargain, and universities would benefit from defined rules and predictability. Through collective bargaining, both parties could establish minimum compensation, health and safety standards and additional benefits, while creating a standard player agreement that transparently protects both athletes and schools, because both sides would have a seat at the table in negotiating and agreeing to the terms

Q: Should revenue-sharing agreements following the House Settlement permit or require schools to

deposit funds into portable benefits accounts, such as retirement or health savings accounts, that follow student-athletes during competition and after they leave college?

A: This should be determined through collective bargaining. Schools can offer portable benefits, but they should not be required to do so without athlete input. There should be a standardized framework that still allows for flexibility and athlete choice in how they manage their finances. For example, professional football players are not required to contribute to a 401(k), but they have the option to do so, with a team contribution/match.

College athletes should have a direct voice in how their benefits are structured, and collective bargaining provides the mechanism to define if and how those benefits are included.

Q: What challenges do student-athletes face when filing taxes on NIL payments and revenue-sharing payments? Is current federal and state tax guidance sufficient?

A: Athletes face significant confusion around income classification, withholding, deductions, estimated tax payments and inconsistent reporting. Many are treated as independent contractors for NIL income, meaning no taxes are withheld, yet they are expected to understand quarterly estimated payments, self-employment taxes and what qualifies as a legitimate business expense, often without proper guidance.

The challenge is compounded by inconsistent documentation, including varying use of 1099 forms, lack of standard reporting across collectives and schools and unclear treatment of revenue-sharing payments. Athletes are left guessing whether those payments should be treated as wage income, business income or something else entirely.

State-by-state differences add another layer of complexity, especially for athletes who earn income across multiple states while traveling and competing. This creates potential multi-state filing obligations that most young athletes are not equipped to navigate alone. More challenges arise when state legislation affords certain athletes different benefits. As an example, multiple states have made 'NIL earnings' tax-exempt for college athletes in their states, forcing other states to reconsider their own legislative measures to recruit and retain college athletes.

Current federal and state guidance is not sufficient because the underlying system itself is unclear. That lack of clarity will continue to create compliance risks, unexpected tax liabilities and future disputes, particularly as revenue-sharing payments from schools become more common without a standardized framework for how they should be taxed.

As an independent association for college athletes, Athletes.org provides unbiased education and access to credible resources that help our members navigate these complexities.

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Protecting Paid Student-Athletes

Q: What health and retirement benefits do student-athletes have access to in the traditional retirement system?

A: In most cases, none through athletics itself. College athletes generally do not receive built-in retirement benefits simply for participating in sports. They do receive healthcare coverage while enrolled at their university, but policies for continued coverage of injuries sustained during competition vary widely by institution.

While the NCAA states that athletes are eligible for up to two years of post-eligibility medical coverage, Athletes.org's member athletes have consistently shared that this promise is not always upheld. This is especially true in today's environment, where athletes often transfer between schools. In those cases, institutions can dispute responsibility for injuries, leaving the athlete caught in the middle.

Recently, an AO member was facing bankruptcy (at just 19 years old!) after being left with $84,000 in medical debt when both her former and current universities refused to take responsibility for her injury. Because she was a women's basketball player good enough to make Team USA, that organization ultimately stepped in and covered the costs. If not, her financial future could have been permanently altered through no fault of her own.

She is not the first case, and without structural change, she will not be the last. This is exactly why a federally recognized players association and a collectively bargained agreement are necessary: to establish clear processes which will provide accountability and ensure athletes are protected, not left navigating these situations alone and vulnerable to the decisions and influence of the universities and the NCAA.

Q: How do student athletes typically receive information on retirement bene

A: They do not receive retirement benefits from their schools so there is no education on direct benefits.

Athletes have the ability to use their earnings however they see fit so they rely on their own research, family guidance, outside advisors or informal guidance. Some schools offer general financial literacy support through education sessions and workshops, but there is no uniform standard.

Athletes.org, as the independent players association, also supports athletes with resources and education for college athletes and their families.

Q: How are schools helping student athletes prepare for retirement?

A: Support varies widely by school. Some institutions provide financial literacy programming, but many do not provide any financial education nor meaningful retirement planning support.

Q: Should schools contribute to student-athletes' retirement savings? For example, should a portion of NIL revenue and direct payments to players be automatically dedicated to a tax-advantaged portable retirement account?

A: Schools should be permitted to contribute to athlete retirement savings, but whether those contributions are required, optional or automatic should be negotiated with athletes. Retirement benefits are traditionally defined through collective bargaining and should be handled the same way in the college space.

College athletes are adults. They should have a voice in how their compensation is structured and the freedom to make decisions about their own finances, like every other adult. While education and guidance are important, there is a clear line between supporting athletes and trying to manage their money for them.

It's also important to recognize that many athletic departments have not demonstrated consistent financial discipline themselves, often relying heavily on donor funding to operate. Assuming those same institutions are best positioned to dictate or manage how athletes handle what is often a once-in-a-lifetime financial opportunity is not a sound strategy.

The focus should be on equipping athletes with the knowledge and access to trusted resources so they can make informed decisions, while preserving their autonomy to do so.

Q: Should financial literacy education become mandatory for all student-athletes?

A: Athletes should absolutely have access to strong financial literacy education, especially as they navigate contracts, taxes and compensation. Whether it should be mandatory solely for athletes should be considered carefully, as these are life skills relevant to every student on campus and as such, requirements should pertain to all students.

At the professional level, the NFL requires a rookie education program that addresses key areas such as financial decision-making, boundary setting and navigating new income and visibility. A similar model, one shaped by athlete feedback, should be seriously considered in college athletics.

Q: To what extent do student-athletes encounter unclear or un-enforceable contracts?

A: Frequently. We surveyed Power Four college football players, and 38% reported being contractually promised compensation they never received from a university or its affiliated collective.

Athletes are often presented with agreements that include unclear payment terms, vague deliverables, overly broad or reaching exclusivity clauses, weak dispute resolution provisions, and little to no time for proper review. There is no standardized process to ensure these contracts are fair or that they protect the athlete's interests.

Unfortunately, universities have most often presented these unclear agreements to athletes behind closed doors and without athlete representation or family present, with the pressure and expectation to sign immediately at the risk of losing a roster spot or having an offer rescinded.

This is a predictable outcome in a market without consistent protections or enforcement. Collective bargaining is the most effective way to establish baseline contract standards, ensure transparency and create mechanisms to hold all parties accountable.

Q: Should there be a standard contract to protect student-athletes from unscrupulous agents?

A: Yes, there should be a standard contract to protect college athletes from unscrupulous agents, however this is one of many protections that should exist.

First, a standard player representation agreement for athletic services between an agent and an athlete should be established. Second, a separate standard agreement governing relationships with marketing, endorsement or true "NIL" agents. These roles are distinct and should be treated as such.

This is an important distinction in the professional leagues. For example, Patrick Mahomes is paid money by the Kansas City Chiefs to perform on the field and throw touchdowns to Travis Kelce. He is not paid for his NIL by the Chiefs. Companies like State Farm, Whoop and Adidas pay him for his name, image and likeness separate from what he is paid from the Chiefs. Those are separate negotiations and for some athletes require separate representation. The same should be true in college athletics and there should be separate agreements that set the standard in those relationships to protect all parties.

Also, a standard contract governing any agreement between athletes and university affiliates (such as collectives or third parties involved in marketing or NIL deals) should be considered. While many leaders in college athletics call for the elimination of collectives, it's important to recognize that collectives were created to serve universities by facilitating payments to athletes that schools and coaches actively recruit and seek to attract. They are not operating autonomously; they function as extensions of the institutions directing them. That relationship requires clear standards and protections for athletes and the third party entering into them.

Finally, there should be a standardized player contract or agreement between athletes and their schools that establishes baseline protections across key areas such as health coverage, rights usage, NIL and compensation. Within that framework, both sides should retain the ability to negotiate specific terms, such as compensation, without undermining the overall structure.

Without standardized contracts established through collective bargaining, the system will continue to fragment, leaving both sides exposed to misaligned incentives, inconsistent expectations, and limited enforcement when breaches occur.

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Eligibility and Academic Experience

Q: Given recent federal and state court cases challenging the NCAA's authority, what power does the NCAA, or another governing body, still have to set eligibility limits?

A: The NCAA's authority to unilaterally determine, set and enforce eligibility rules has been significantly limited, and rightfully so. Any durable eligibility system that can withstand legal scrutiny, particularly under antitrust law, must involve the negotiation and agreement of the athletes whose earning potential is being restricted.

In practice, that means college athletes - through a chosen players association - must have a seat at the table to provide input, negotiate and agree to any rules that limit their opportunities.

Athletes are not opposed to enforceable eligibility standards, in fact, quite the opposite. What they are opposed to is rules being imposed without their involvement. Historically, those unilateral decisions have prioritized the interests of the NCAA over the athletes, despite athletes being central to the multibillion-dollar industry's success.

Collective bargaining is the most effective path forward to establish rules that are legitimate, enforceable and less vulnerable to ongoing legal challenges.

Q: What authority should college sports governing bodies have to set academic eligibility limits?

A: These should be agreed to through a collective bargaining process. Input should be from the schools, athletes and the ultimate governing body responsible for enforcement.

What should also be considered is the amount of athletes who are unable to pursue the degree of their choice because of academic rigor conflicting with the athletic training, practice and intersquad competition demands. We have member athletes who often share their experiences being forced to work towards a degree they have no interest in. This is frequently done to control the athlete using their eligibility or playing time wielded against them, so they often have no other course of action.

Q: What authority should college sports governing bodies have to set limits on how many years a student-athlete may compete?

A: Competition eligibility limits should be negotiable terms, not unilateral mandates. Athletes.org has more than 5,200 members and there is strong consensus around creating enforceable eligibility rules. These rules need to be collectively bargained to stand up to antitrust scrutiny and other legal issues.

Q: What authority should college sports governing bodies have to set limits on transferring and eligibility after transferring?

A: Transfer rules should not be dictated unilaterally. They should be negotiated with athlete representation and include clear standards and predictable enforcement. Collective bargaining is the right mechanism to achieve that.

The current transfer portal structure reflects inconsistency and selective enforcement. When Xavier Lucas transferred from Wisconsin to Miami outside of the designated window, Wisconsin and the Big Ten pursued legal action. Lucas counter sued. At the same time, the NCAA publicly stated that athletes can unenroll and enroll at another institution at any time because they understood that enforcement of a transfer portal window violates antitrust law by unilaterally forcing athletes to comply with a rule that no other student is restricted by.

Since then, new proposals have emerged aimed at steering athletes into narrow transfer windows that are more convenient for schools, without regard for academic calendars or the realities athletes face. In some cases, athletes are effectively forced to make transfer decisions during postseason competition.

Without collectively bargained rules, similar to free agency and trade windows at the professional level, these restrictions will remain vulnerable to legal challenge and difficult to enforce under antitrust law. The inconsistency is further highlighted by the fact that coaches are allowed to leave programs midseason with no structural or rule changes proposed, a disparity that is unlikely to withstand scrutiny in the long term.

Q: Do college sports governing bodies have the ability to restrict former professional athletes from returning to college athletics after competing professionally? To what extent should college sports governing bodies have this ability?

A: They currently do not. They should ultimately have the ability to do so and they only will have that right through a collective bargaining process where the athletes agree to those rules through their chosen players association in partnership with them.

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Student-Athlete Status

Q: In what ways would classifying student-athletes as employees benefit student-athletes? In what ways would it hurt student-athletes?

A: Employment status would benefit athletes by providing clear labor rights, access to benefits and enforceable bargaining power. While it would introduce new realities and administrative complexity into college sports, those challenges would be addressed through defined, consistent processes rather than ongoing uncertainty.

Athletes.org believes that employment classification for college athletes is inevitable. Whether it applies to all athletes or only certain groups remains to be seen. However, there is a window for a non-employee collective bargaining model: one that would require targeted congressional action to ensure enforceability. Regardless of the classification, collective bargaining must be central to any legislative solution shaping the future of college sports.

Athletes.org has also created a discussion draft, the "Save College Athletics Act," as an opportunity to discuss this idea further.

Q: If schools were obligated to treat student-athletes as employees, how would that impact the number of scholarships or spots on teams available for schools to offer prospective students?

A: That depends on how schools choose to allocate resources, but claims that athlete rights would automatically require widespread cuts are intentionally misleading. Athletic departments have long prioritized spending on perks, salaries, facilities and expansion over the benefits, support and compensation of the athletes who generate the revenue.

The real issue is not whether schools can afford to protect athletes, it is whether they are willing to adjust their budgets like any other multibillion-dollar business to evolve with the times and remain competitive.

Framing congressional intervention as a necessity is, in reality, asking Congress to limit one group's rights in order to give schools a pass on managing their budgets properly and eliminating unnecessary spending. Something that even minimal scrutiny would reveal across most Power Four institutions.

Collective bargaining provides a path to negotiate these tradeoffs in a way that is fair, transparent, and sustainable for the entire industry.

Q: If schools were obligated to treat student-athletes as employees, what would the impact be on non-revenue generating sports? What obstacles would schools encounter complying with Title IX requirements?

A: Those questions depend on how this era of college sports is structured and how schools choose to manage their budgets, roster sizes and future investments. The current uncertainty exists because there is no negotiated framework that sets minimum investment standards per sport per conference based on factors like revenue generation, conference affiliation or popularity of sport in that region.

A collectively bargained structure would allow schools and athletes to address compensation, roster sizes, benefits and equity in a more durable and transparent way. It would also bring clarity to the distinction between revenue generation and profitability because technically, any sport that sells even a single ticket generates revenue, but that does not mean it operates at a profit.

Q: If student-athletes are designated as employees, who is their employer?

A: There are several potential models. The employer could be the individual institution, the conference, the NCAA or a newly formed central governing entity.

Athletes.org believes a strong and viable approach is the creation of a central governing entity or bargaining unit that represents participating institutions in the collective bargaining process. This structure would allow schools to achieve what they are ultimately seeking: greater legal protection, a more predictable revenue model, defined cost structures (such as a salary cap) and enforceable rules around areas like transfers.

Under this model, the central entity would employ the athletes, addressing concerns schools may have around employment classification (particularly in varying state environments) while creating consistency across the system.

That entity would negotiate at the national level on behalf of its member institutions, with Athletes.org organizing and representing college athletes as their chosen players association.

For more details on how this structure could be implemented, please reach out to TheHill@athletes.org.

Q: If student-athletes were classified as employees and engaged in collective bargaining, what would be the appropriate bargaining unit? With which 'employer' would a bargaining unit bargain?

As noted above, the bargaining unit would negotiate with a central governing entity representing participating institutions.

Athletes.org envisions a single players association, led by an Executive Committee of current college athletes at the national level, responsible for negotiating baseline standards that apply across all sports such as minimum healthcare coverage (e.g., five years post-eligibility), core rights protections and fundamental benefits.

Beyond those baseline standards, the model must recognize economic realities. While all athletes deserve fair treatment, not all sports generate the same level of revenue. A one-size-fits-all approach has contributed to the current imbalance in college athletics. A more effective structure allows for sport-specific representation and negotiation.

Under this framework, athletes would be organized by sport to advocate for their specific interests within the broader system. This would result in separate collective bargaining agreements, for example, one for football, one for men's basketball, one for women's basketball and one for Olympic sports - with flexibility to further refine categories as needed.

While some may view a single players association representing multiple sports as a conflict, this structure is both practical and proven. Athletes.org has worked directly with athletes across sports to establish guardrails that ensure fair representation, and there is strong alignment that this approach creates the best outcomes for the entire ecosystem.

A useful parallel is professional sports: multiple teams with competing interests operate under one league structure because collective bargaining provides stability, shared standards, and long-term growth for all participants.

The alternative, multiple players associations with competing agendas across sports, schools and regions, would create fragmentation and make it nearly impossible to reach durable, industry-wide agreements.

Q: Should student-athletes be permitted to collectively bargain as non-employees? If so, over what terms should they be allowed to collectively bargain?

A: Yes. Congress could permit non-employee collective bargaining for college athletes, but it must come with clear legal protections that give the outcome real enforceability (as seen in AO's discussion draft, the "Save College Athletics Act").

That bargaining should cover the full scope of the college athlete experience, including compensation, health and safety protections, practice rules, eligibility, transfer rules, academic support, schedules and time demands, group licensing, benefits, discipline, dispute resolution and standardized contract terms.

However, the critical issue is not just what is negotiated, it's whether those terms can be enforced. Without congressional recognition or protection, any collectively bargained framework risks being undermined by antitrust challenges or inconsistent application. For the system to work, both athletes and schools need a structure with real "teeth": binding agreements, clear enforcement mechanisms and protection from constant legal disruption.

Congress should not grant an antitrust exemption in advance of a true collective bargaining process and agreement, particularly in a non-employee model. Doing so would risk entrenching the very issues that created the current system, allowing one side to benefit from legal protection without addressing the underlying problems. Providing an exemption before the ecosystem is properly structured and negotiated would likely cause more harm than good, and create a path for continued imbalance rather than meaningful reform.

Whether athletes are ultimately classified as employees or operate under a non-employee model, collective bargaining must be central. It is the only proven way to create rules that are transparent, enforceable, and durable while aligning incentives and enforceable protections across all parties in a multibillion-dollar industry.

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More information from Athletes.org:

AO's Collective Bargaining Agreement Framework: https://www.athletes.org/cba/

AO's Draft Discussion Bill: https://www.athletes.org/savecollegeathletics/

AO's Reaction to House Settlement: https://www.athletes.org/news/athletes-org-acknowledges-approval-of-house-v-ncaa-settlement-as-a-necessary-first-step-in-new-era-of-college-athletics/

AO on SCORE Act: https://www.athletes.org/news/the-score-act-is-detrimental-to-all-college-athletes-and-all-college-sports-athletes-org-details-why/

AO on Most Recent Executive Order: https://www.athletes.org/news/this-eo-aims-to-rewind-the-clock-athletes-org-responds-to-executive-order-on-college-sports/