

**ATHLETES.ORG**

**COLLEGE ATHLETICS**

# **COLLECTIVE BARGAINING AGREEMENT FRAMEWORK**

DISCUSSION DRAFT | JANUARY 28, 2026

# Table of Contents

## INTRODUCTION

Foreword	4
The Long-Term Solution for College Athletics	7
Context & Key Facts	8
Benefits of Participating in the Collective Bargaining Process	11
Defining the Negotiable Terms in College Athletics	12

## COLLECTIVE BARGAINING AGREEMENT TERMS

Revenue Share & Payment Schedule	14
Compensation: Setting the Standard	15
Transfer Portal / Free Agency	17
Health, Wellness & Safety Standards	17
Grievance & Arbitration Process	19
Enforcement	19
Additional Considerations	19

## APPENDIX

Athletes.org Organizational Structure	23
Athletes.org Files Amicus Brief in House v. NCAA Case Requesting Clarification	26
CBA Comparison	28
Frequently Asked Questions	35

For additional context, the NFL Players Association's Collective Bargaining Agreement can be viewed online:

- <https://nflpaweb.blob.core.windows.net/website/PDFs/CBA/March-15-2020-NFL-NFLPA-Collective-Bargaining-Agreement-Final-Executed-Copy.pdf>

**ATHLETES.ORG**

# **INTRODUCTION**

# Foreword

College athletics stands at a crossroads; the current model is outdated, inequitable, fragmented and increasingly challenged by litigation. This continued threat only hinders the stability and growth of the entire industry. The revenue, profits, and donations received today are likely to be subject to future legal action.

However, while so many questions and concerns remain, there is a proven path forward: a structured partnership between college athletics teams and their athletes through collective bargaining.

Enclosed, you will find the initial framework and terms for a collective bargaining agreement (CBA) created by our team at Athletes.org (AO), the players association for college athletes, and our experienced legal counsel. Athletes.org has created this CBA with the direct input of current and recently graduated college athletes who stepped forward to represent the perspectives, opinions and experiences of more than 5,000 college athlete members and their peers. In order to create a sustainable solution factoring in the viewpoints of the industry, AO also organized multiple meetings with college athletic administrators, including conference commissioners, athletic directors, general managers and coaches to provide feedback on the terms presented in the document to strengthen the chances of mutually acceptable outcome.

The intention is that this Collective Bargaining Agreement would replace the fragmented NIL compensation model with a sustainable, enforceable structure for college athletics. By consolidating athlete compensation into a single income stream and shifting away from strictly NIL-based payments for athletic services, this framework establishes a fair and practical structure for athlete compensation and negotiations.

The proposed CBA includes clear terms for an agreement, comparisons to the standards set at the professional level, a breakdown of negotiable terms between athletes and a governing body alongside information on how this works in systems that already exist.

This document and its terms are not meant to cause conflict; rather, to lead the industry down the only path that results in sustainability: equitable partnership. Collective bargaining has transformed professional sports into the most successful leagues, and therefore partnerships, in the world. It can do the same for college athletics: to ensure fairness between athletes who contribute their blood, sweat, tears and the institutions that continue to seek stability, growth and prosperity in this ecosystem.

This CBA term sheet reflects what is possible in the college space today. While some of these terms are specific to college football, the sport that has driven the most change in the entire industry, many of these terms can be applicable to ALL college athletes. These terms are not just about the highest earners in the business, but represent an opportunity for fairness for college athletes who deserve the same rights afforded to coaches and administrators alike. AO is built and structured to represent athletes of all kinds. However, we anticipate the creation of separate CBAs for the highest level of college athletes in football, men's basketball, women's basketball and for Olympic Sports.

## WHY A CBA IS NEEDED NOW

- **Inconsistent Standards:** The way one school operates often differs dramatically from another, leaving athletes, administrators, and coaches vulnerable. A collective bargaining agreement establishes a national, clear, and enforceable baseline to provide stability across the system. It would also resolve the confusion caused by differing state laws by creating a uniform agreement between athletes and administrators, an approach successfully used in professional leagues to preempt inconsistent state regulations. Moreover, a CBA would produce a mutually agreed upon standard player contract, modeled after those in pro sports, ensuring consistency and transparency across all participating institutions. This standardized baseline would replace the

current patchwork of school-specific agreements that create unnecessary friction, inequity, and inefficiency throughout the college athletics ecosystem.

- **House Settlement Limitations & Future Litigation Risk:** The recent House settlement provided a solution resolving three lawsuits, but was never designed to be the model for how college sports should work long term. This settlement does not offer future legal protection, as Judge Wilken herself noted, and lacks the legal shield of the non-statutory labor exemption.
- **Eventual Congressional Support:** Proactively negotiating a CBA would give college athletics a clear structure and significantly improve the chances of earning bipartisan congressional support. One potential approach is a *non-employee collective bargaining* model that grants college athletes a special status while still classifying them as independent contractors rather than employees. This model preserves athlete rights while addressing a central concern of universities: employee designation.
  - For the avoidance of doubt, Athletes.org is neutral on the employment issue and chooses to serve athletes today and in the future, with the advocacy, support and benefits they deserve regardless of their employee status with universities, conferences, the NCAA or a third-party league/negotiating entity.
  - Further, this collective bargaining framework is applicable in a future model where college athletes are employees, a virtual certainty in absence of federal legislation; possible structures may include segmented leagues by sport whereby universal standards across any sport apply, alongside sport-specific negotiated terms of participation. AO's structure (membership segmented by sport and conference) enables fair, conflict-free, effective representation for all college athletes.

## CONSIDERATIONS

- In the professional leagues, CBAs have delivered stability, created partnership between athletes and teams, protected athletes and fueled billions in new revenue opportunities.
- Without players association representation, college athletes are unable to receive more lucrative group licensing deals. For example, the EA Sports College Football '25 deal paid out less than 1% of royalties to the NCAA's roughly 12,300 players, compared to the 10-15% negotiated by professional players' associations. The game became the highest grossing video game of all time generating over \$1.1 Billion in revenue. That is a difference of athletes earning ~\$7.8 million across the pool versus the potential \$110 million+ that could have been earned in royalties at a 10% royalty rate if negotiated by a players association with their interests in mind.
- Professional athletes in right-to-work states (e.g. Tampa Bay Buccaneers, Miami Dolphins, Jacksonville Jaguars, Carolina Panthers) are still represented collectively through their PAs to negotiate with the NFL and not their respective team. The same model can apply to colleges, thereby avoiding political roadblocks.
- Collective bargaining is not adversarial; it's a proven model that works exceptionally well at the professional level. Additionally, the data shows that athletes overwhelmingly want the same outcomes universities have publicly claimed to value: stability, quality education, health and safety and long-term commitments.

## BENEFITS FOR UNIVERSITIES

- Greater legal protection than current or proposed alternatives, including the House settlement, and continuation of the "Academic Foundation" model.
- An opportunity to preserve the "student-athlete" model while modernizing protections and compensation.

- Consolidation of revenue sharing into structured athletic services contracts, reflecting reality, reducing confusion and legal vulnerability tied to NIL, while providing added accountability for stakeholders on all sides.
- An enforceable framework that allows schools to invest confidently in their athletic programs while managing a predictable, sustainable business model that takes all factors into consideration and helps to handle both profits and losses.

## **BENEFITS FOR ATHLETES**

- A direct voice in shaping their experience through structured, enforceable agreements rather than informal promises or shifting policies.
- Greater legal protection against inconsistent standards, arbitrary restrictions or future changes that could reduce opportunities or compensation.
- Fair and transparent revenue sharing through athletic services contracts, eliminating the confusion and unfair penalties tied to NIL deals for injuries or poor athletic performance.
- Collective licensing power that secures market-rate royalties in video games, apparel and sponsorships, closing the gap between what pros currently earn and what college athletes currently receive.
- Health and safety safeguards that set enforceable minimum standards for medical care, training and player protection across all universities.
- Educational and personal stability by reducing litigation-driven disruption, ensuring athletes can focus on personal development, academics and competition.
- Access to a structured system with financial, legal, educational, and medical resources to protect and maximize their college athletics experience.

We believe this approach represents the most practical, sustainable solution for college athletics today and for the future. It is also the one most likely to gain bipartisan support from Congress. We invite you to review the enclosed document closely. Your leadership and engagement will help shape whether college athletics remains fragmented and exposed, or becomes organized, fair and stronger going into the future.

We Impact Athletes To Impact The World,



**Brandon Copeland**

*Co-founder, Athletes.org (AO)*

On behalf of AO's over 5,000 member athletes.

# The Long-Term Solution for College Athletics

Administrators and athletes have expressed interest in establishing a long-term solution and structure that benefits the parties operating within its framework. For years many administrators have consistently relied on a hope that Congress will develop a bipartisan solution and step in to create this framework—an unlikely outcome. As many have noted, the only way to do this is through collective bargaining. The NCAA, its member conferences and institutions have consistently proposed rules for shaping the competitive landscape that ultimately limit a college athletes' earning potential by restricting their rights, which has raised antitrust concerns time and time again. In order for there to be a sustainable future for college athletics, the landscape must evolve to a true partnership where athletes are able to negotiate and agree to the terms of their participation through a collective bargaining process.

*See "Defining Negotiable Terms in College Athletics" on page 11 to review what terms should be collectively bargained v. what should be left to the schools to decide.*

## Who would the athletes negotiate with?

The same way the new enforcement entity, the College Sports Commission was created to oversee compliance with the House settlement, including Fair Market Value (FMV) standards, that entity, an entirely new one or a parallel entity would have to be formed to represent the institutions that agree to collectively bargain with their athletes. Participating schools would become members of this entity, which would serve as their official representative body in the same way the NFL represents teams' interests in negotiations with the NFLPA. For the college sports industry, Athletes.org (AO) would negotiate directly with this formed negotiating entity on behalf of the athletes.

## What if I am in a right-to-work state?

This structure would also allow schools in right-to-work states to participate similar to pro franchises in those locations. For example, although North Carolina and Florida are right-to-work states, players for the Carolina Panthers, Miami Dolphins, Tampa Bay Buccaneers, and Jacksonville Jaguars are still represented by the NFLPA. They benefit from the protections and structure of a national, multi-billion-dollar sports and entertainment industry, and they negotiate with the league—not their individual teams. In the college athletics context, this model functions similarly, ensuring that both schools and athletes participate in a regulated, sustainable system with minimal legal or political conflict.

## Context & Key Facts

**Fact:** The way you and your school operate is not how every school operates. A Collective Bargaining Agreement (CBA) exists to set a clear, consistent baseline, ensuring all schools meet minimum standards that create a safe, sustainable ecosystem for college athletics to thrive long-term.

**Fact:** College athletics has never been more popular, but is also facing record levels of litigation. Without a CBA, legal challenges will only grow, with new parties (including schools and coaches) being named in lawsuits.

**Fact:** In professional sports, a CBA is viewed as a valuable asset for all parties involved: leagues, athletes, media networks, partners/sponsors, fans, etc. The same can be true in college athletics.

**Fact:** Pro leagues negotiate with their players associations (which operate as 501(c)(5) unions), providing an effective structure as pro athletes are classified as employees. While college athletes are not currently employees, they can still be effectively served through a players association today. Athletes.org is a 501(c)(4) organization, providing them with the same organized voice, advocacy, support, benefits, and protections without requiring a formal union designation.

**Fact:** College athletes are not currently classified as employees. However, a CBA, as proposed in this document, could provide the framework for a non-employee model of collective bargaining. This would demonstrate to Congress that the NCAA and its members are responding to athlete concerns in a sustainable manner and no longer unilaterally suppressing their economic opportunities, strengthening the case for potential antitrust protections.

**Fact:** The House settlement aims to shield the NCAA and its member schools from specific future legal claims related to athlete compensation for the next ten years. However, it fails to address issues and claims that fall outside the narrow scope of the settlement which Judge Wilken noted herself. A CBA, by contrast, would create a more comprehensive, enforceable structure that proactively resolves disputes and defines athlete rights across a broader set of scenarios.

See Exhibit B: Athletes.org Files Amicus Brief in House v. NCAA Case Requesting Clarification.

**Fact:** In the NFL, the NFL Players Association (NFLPA) represents all NFL athletes and negotiates a single CBA with the league. Each team's ownership communicates its interests through the league, while players communicate theirs through the NFLPA. The resulting CBA outlines the terms and conditions all parties must follow, including grievance procedures and enforcement mechanisms.

**Fact:** The NFL and NFLPA operate as business partners in a multi-billion-dollar enterprise—the most popular sport in America, producing the highest annual revenue globally. Their agreement through the form of a CBA provides protection for all parties and sets the foundation for the league's long-term success through shared structure, accountability and legal protection.

**Fact:** When a player signs with an NFL team, they automatically become a member of the NFLPA. League contracts contain "recognition clauses" that acknowledge the players association as the sole representative of all



athletes, preventing fragmentation through multiple competing associations. This ensures that current and future athlete participants are subject to the terms of the current CBA.

**Fact:** Teams facilitate access for players associations to meet with athletes throughout the year to educate them on rights, benefits, and secure participation in exclusive group licensing agreements. AO would expect the same of schools participating in collective bargaining by logistically facilitating mandatory meetings between your athletes and AO.

**Fact:** Like professional players' associations, Athletes.org will collect membership dues and work to protect, consolidate, and maximize college athletes' group licensing rights, bringing greater value to both athletes and the broader industry through its for-profit sister company, Athletes Inc. This model mirrors pro player associations and their for-profit affiliates, such as NFLPA/NFLPI, NBPA/Think450, and MBLPA/MLBPI.

**Fact:** Players associations in pro leagues hold exclusive group licensing rights for their members' collective names, images, and likenesses (typically a deal with three or more players). These agreements ensure fair terms across the athlete marketplace and mitigate legal risk, often structured in coordination with the leagues themselves.

**Fact:** The covers of Madden, NBA 2K, and MLB The Show all display both the league and players association logos. That's because the for-profit arms of the players associations have long represented athletes in these negotiations-protecting their rights and ensuring their compensation is maximized. In college sports, no such structure exists today. As a result, athletes are leaving massive amounts of money on the table. Take EA Sports College Football 25 as an example. Because athletes lacked an independent organization to negotiate on their behalf, they accepted a deal of roughly \$600 and a free copy of the game, totaling just \$7.8 million across all players. That equates to less than 1% of game royalties.

Contrast that with the professional model: pro players associations have historically secured royalties in the range of 10-15% for their members. Had college athletes earned even a 10% royalty share, their collective payout would have exceeded \$110 million-more than 14 times what they actually received. Without a unified group licensing effort, college athletes remain vulnerable to exploitation by third parties, missing out on the kind of protections and financial opportunities their professional counterparts receive.

**Fact:** College football is the second-most popular sport in America based on ratings, but currently generates significantly less revenue than other major sports (three times less than MLB and six times less than the NBA). However, with proper structure and reduced legal exposure through collective bargaining, there is massive upside for all stakeholders. A true partnership between athletes and the conferences and/or institutions can create a legally sustainable future for college athletics and unlock new financial potential for revenue-generating sport athletes and the entire industry. Through enhanced organization, stability, and refinement, additional revenue can be generated to not only sustain non-revenue sports, but to invest deeper into them (if the school chooses to do so).

**Fact:** Collective Bargaining does not have to be an adversarial process. As the pro leagues and their players associations have shown, alignment and partnership can create lasting, equitable success for all involved.

Two recent examples highlight the benefits to the partnership mindset in this new era of college athletics. The addition of the NFL's 17th regular season game, as negotiated between the NFL and NFLPA, resulted in an incremental \$1 billion–\$1.5 billion per year in additional media revenue across all partners. The negotiated creation of the NBA's In-Season Tournament is estimated to have generated \$100M in incremental revenue growth for the league and PA.

**Fact:** Athletes.org (AO) is already representing more than 5,000 college athletes as their chosen players association. AO currently delivers benefits similar to those of pro-level PAs, and these will expand as AO gains formal recognition.

**Fact:** AO's long-term goal is to represent all college athletes across all sports. Achieving this will require collaboration on both sides. We have a clear, equitable structure for multi-sport representation, which has been shared with our athletes and is available for review under NDA for those interested in a collective bargaining process with AO.

# Benefits of Participating in the Collective Bargaining Process

- Greater protection against future litigation than any current or proposed methods of operation, including the House Settlement terms.
  - As Judge Wilken stated in the settlement hearing on April 7th, 2025, the House Settlement does not grant defendants protection under the Non-Statutory Labor Exemption because it was not collectively bargained, meaning universities are still subject to litigation across every meaningful category including but not limited to - noted by Jeffrey Kessler.
    - Health and safety violations
    - Third Party NIL (Name, Image, and Likeness) restrictions
    - Institutional athlete compensation restrictions
    - *See Exhibit B: 'Athletes.org Files Amicus Brief in House v. NCAA Case Requesting Clarification'*
- A model that has historically gained antitrust exemption and would garner bipartisan congressional support.
- Empowering your athletes to speak into the terms of their participation in the most equitable possible way through negotiation.

**Note:** While the word “negotiation” might suggest a major divide between athletes and universities, the reality is quite the opposite. Survey data and discussions with our members consistently show that most athletes want the very same things universities claim to value: stability, longer-term commitments for themselves and their teammates, a quality education, and a healthy, safe environment to play in.

- Preserving the unique nature of college athletics (including athletes who are students).

**Note:** We recognize that a big part of what makes college athletics special is that its athletes are also active students and members of their campus communities. It's entirely possible to preserve what's unique and meaningful about college sports while also respecting athlete rights, including fair compensation, stronger protections for their health and safety with ongoing support toward their personal and professional development.

# Defining the Negotiable Terms in College Athletics

This document outlines how professional sports currently negotiate terms through their Collective Bargaining Agreements (CBAs) and presents Athletes.org's proposed structure for negotiating similar terms within a college athletics CBA.

## PROFESSIONAL CBA NEGOTIATION STRUCTURE

### Unilaterally determined by the league:

- Game rules (PA provides feedback, final decisions rest with ownership)
- Replay standards, officiating
- Playoff structure, seeding, number of teams
- International competition
- Broadcast/media/streaming/digital rights
- League-level advertising and sponsorships
- League trademarks and team intellectual property (IP)
- Physical infrastructure
- Team operations (pricing strategies, valuations, etc)

### Negotiated between a PA and the league:

- Minimum salaries & salary cap
- Revenue split
- Rookie pay scale
- Benefits
- Training camp and practice limits
- Injury protections & grievance process
- Post-career benefits & support
- Drug testing protocols and punishments
- Length of season (pre, regular, post)
- Off-season programs etc
- Workload limits (e.g. padded practices/week)
- Group licensing rights
- NIL use
- Access to financial audits of league
- Travel conditions
- Free Agency rules
- Draft and entry rules
- What counts as "revenue"
- Anti-cap circumvention

## PROPOSED COLLEGE ATHLETICS CBA NEGOTIATION STRUCTURE

### Terms applicable to all athletes:

- Drug testing protocols
- Gambling policies
- Practice time
- NIL use
- Group licensing rights
- Transfer portal rules and windows
- Academic resources (including time allocation)
- Grievance process
- Collegiate athletics eligibility (JUCO, etc) - once determined, athletes cannot change
- Community and charitable participation (player appearances)
- Agent representation requirements
- Data ownership - monetization & privacy rights

### Sport-specific terms:

- Travel conditions
- Sport-specific practice conditions (fully padded, etc)
- Revenue sharing, salary caps, spending floors
- Bonus eligibility (e.g. postseason compensation)
- Draft and entry rules
- What counts as "revenue"
- Anti-cap circumvention

### School/conference-controlled terms:

- Living conditions (on campus/off campus)
- Academic eligibility
- Graduation requirements
- International eligibility
- School-wide policies (sexual harassment, domestic violence, etc.)
- Media rights
- School and conference IP

**ATHLETES.ORG**

# **COLLECTIVE BARGAINING AGREEMENT TERMS**

The following are some (but not all) categories on which Athletes.org members seek alignment with their conference and university counterparts. Coming together to collectively decide on terms for each will create a truly sustainable model for the industry's future.

## Revenue Share & Payment Schedule

**Note:** The House settlement provides an initial framework that all sides should be able to agree upon. AO intends to use these agreed-upon amounts for the first four years of the CBA, looking to revisit in year five.

- Schools agreeing to collectively bargain through their respective entities (i.e. CSC) will utilize a single, templated standard athlete agreement that will be created and mutually agreed upon by the players association (AO) and the negotiating entity for compensation coming directly from the school to the athlete.
  - For the avoidance of doubt, the standard athlete contract will serve as the minimum terms across multiple categories.
- This CBA replaces the outdated “patchwork” system with a sustainable, enforceable framework for college athletics. Compensation from educational institutions to athletes for team participation will be consolidated into a single income stream. These standard agreements will pay athletes for their athletic services, rather than only for NIL rights, creating a clear and equitable foundation for negotiations between the governing entity and the players’ association.
- The majority of issues within the current environment stems from the industry's disingenuous position that institutions are paying athletes for use of their name, image, and likeness (NIL) but then treating the contracts as if they are athletic services contracts, leading to practices such as imposing fines or adjusting remuneration due to underperformance or injury. A critical examination of most NFL and NBA rosters reveals that only a limited number of players possess large NIL or marketing value, yet the prevailing industry assertion is that an entire college roster holds that value. This Collective Bargaining Agreement (CBA) aims to supersede the existing fragmented system, thereby establishing a sustainable and enforceable framework for the future of collegiate athletics.
- Alston and cost of attendance payments can be integrated into the total revenue share disbursed to athletes, rather than being issued as a standalone check. However, it is imperative to note that Alston and cost of attendance payments will remain a component of an athlete's overall compensation package and are explicitly detailed as a separate line item within the athlete's compensation documents (financial aid agreements and standard athlete service contracts).
- Multi-year agreements can be structured for bonus compensation following the closure of a collectively bargained and agreed upon transfer portal window.
- Each school can choose a payroll schedule that aligns with how they currently pay the majority of their lead athletics and administrative staff (e.g., athletic directors and coaches). However, the total payment amount and the overall time frame will be mutually agreed upon by the players’ association and the negotiating entity.
- Full payment for the agreed compensation will be paid in the window designated in the standard athlete contract. A structured payment schedule helps prevent payments from being issued to athletes who are no longer providing athletic services to a university, reducing the risk of unnecessary disputes.

# Compensation: Setting the Standard

## Revenue Share Cap & Minimum Spending Floor

- School-specific revenue-sharing percentage is based on the pro rata revenue driven per sport per conference. Annually on a mutually-agreed upon date, the compensation cap and minimum spending floor will be determined per conference and per sport.
  - For example, an SEC football program would be required to spend a mutually-agreed upon minimum (X) on its football team for the 2027 season. A Big Ten football program would be required to spend Y, Big 12 (Z) and ACC (W). For the avoidance of doubt, the men's and women's basketball teams in these conferences could have different requirements from the football teams and each other based off of the pro rata revenue driven per sport per conference. While teams have the ability to go above the minimum, the floor ensures a consistently high level of competition, benefiting all parties as the industry continues to grow.

## Minimum Program Spending Requirement

- **Annual Spending Obligation:** Each Member Institution shall allocate and expend, in cash, no less than 89% of its Athletes' Program Compensation Budget ("APC Budget") on direct athlete compensation, measured over a rolling four-year compliance period ("Compliance Period").
  - **Four-Year Averaging:** Compliance with the Minimum Program Spending Requirement shall be determined by calculating the institution's average annual cash spending on athlete compensation over the applicable four-year Compliance Period. An institution may underspend in a given academic year provided that, by the conclusion of the four-year Compliance Period, its cumulative spending equals or exceeds 89% of the total APC Budget designated for that period.
  - **Institutional Flexibility:** Institutions may defer, accelerate, or redistribute compensation expenditures across years within the Compliance Period, including the rolling-forward of unused portions of the APC Budget, so long as total spending meets or exceeds the 89% threshold when the Compliance Period closes.
  - **Failure to Comply (Shortfall Distribution):** If an institution fails to satisfy the Minimum Program Spending Requirement by the end of a Compliance Period, it shall be required to directly distribute the full amount of the shortfall to the athletes who were rostered during the relevant four-year period, in accordance with a distribution formula established jointly by AO and the institution.
  - **Transparency & Reporting:** Institutions shall provide Athletes.org with annual accounting records demonstrating APC Budget allocations, actual spending, and any rolled-forward balances, for purposes of monitoring compliance. Designate the minimum compensation per sport per athlete.
- The minimum compensation per sport per athlete will be determined through CBA negotiation.
  - The negotiating entity and the players association will come to an agreement on a maximum amount that can be paid per sport per position to incoming freshman and athletes competing in their first year within the revenue sharing college athletics program.
  - Compensation will include academic and athletic benefits such as cash value of scholarships/tuition, comprehensive medical benefits, and room & board. Consequently, while some sports will feature a cash compensation revenue share in addition to the aforementioned academic and athletic benefits, certain sports and athletes may have their compensation exclusively comprised of these listed benefits.

### **Third-Party NIL Compensation**

- No caps on true marketing (NIL) and brand deal compensation. Cap circumvention policies like those that exist in pro leagues to be determined and agreed upon by both the negotiating entity and the players association.

### **Fair Market Value System**

- CSC's Fair Market Value System to be removed. Cap circumvention and enforcement mechanism to be determined and agreed upon by both the negotiating entity and the players association.

### **Collectives/Boosters**

- Subject to cap circumvention rules that apply to all third party NIL compensation.

### **Postseason Incentive Pay:**

- A mutually agreed-upon percentage of the performance-based bonuses awarded to schools and conferences for advancing to the additional games will be shared among the athletes who participate in those game(s). Participation is for anyone on the roster of the team for the respective game(s).

### **Players Performance Incentive Pay Pool**

- An incentive pool available to all athletes on a roster regardless of their class year in addition to their rev share compensation.
- Each athlete shall receive a bonus payment for every play that athlete participated in during the regular season and postseason, payable on a mutually agreed-upon date. Participation means being physically on the field of play during an official game play.
  - Algorithm for per play compensation amount to be agreed upon by the negotiating arm and the players association.

### **Veterans Performance Incentive Pay Pool**

- An incentive pool available solely to athletes classified as "veterans" in addition to their rev share compensation and players' performance compensation.
- Each athlete classified as a veteran shall receive a bonus payment for every play in which they participate during the regular season and postseason. Payments will be made on a date mutually agreed upon by the players' association and the negotiating entity. For purposes of this agreement, "participation" is defined as being physically on the field during the official play of a game.

### **Veteran Classification**

- Athlete(s) who have played at their school for two (2) consecutive, calendar years. For the avoidance of doubt, in year 3 at the University you would be eligible to receive this benefit.
- This will provide a financial incentive to encourage athletes to consider staying at their institutions because the Veterans Performance Pool will be eligible for fewer athletes to share in and is still tied to performance by participating in plays.

**Data:** 85% of our polled A4 football players said they were in favor of a model that incentivizes multi-year commitments and the pursuit of their degree at 1 single institution.



# Transfer Portal / Free Agency

- The transfer portal window (which is college athletics' version of free agency) and the penalties for tampering will be determined and agreed upon by both the negotiating entity and the players association.

## Health, Wellness & Safety Standards

### Practice Time & Game Time

- The current participation rules (shown below) will be thoroughly examined, then negotiated, determined and agreed upon by both the negotiating entity and the players association.
  - The current rules state:
    - **During the Playing Season**
      - Weekly Maximum: 20 hours of Countable Athletically Related Activities (CARA).
      - Daily Maximum: 4 hours of CARA.
      - Days Off: At least one day off per week from all CARA and required athletically related activities (RARA).
    - **Outside the Playing Season (During the Academic Year)**
      - Weekly Maximum: 8 hours of CARA.
      - Days Off: At least two days off per week from all CARA and RARA.
    - **Vacation Periods and Between Terms**
      - Weekly Maximum: Up to 20 hours of CARA are allowed.
      - Days Off: At least one day off per week from all CARA and RARA.
      - Important Note: Travel days to and from a competition site do not count as days off from CARA, according to some interpretations of the rules.
- Athletes.org (AO) will have the ability to visit teams and have access to all facilities with 24 hour notice. The school will make all areas available and accommodate Athletes.org and its staff as needed.
- If an athlete reaches out with any health or safety concern, then Athletes.org will have immediate access to all areas necessary at the school and accommodate Athletes.org, its staff or affiliates as needed.

### Injured Reserve Designation (IR)

- Athletes who sustain long-term or season-ending injuries during official team activities—including games, practices, strength and conditioning sessions, or team-sanctioned travel—shall be eligible for designation to the "Injured Reserve" list, subject to confirmation by the medical staff and Athletes.org's independent review process.
- Athletes on Injured Reserve shall be entitled to:

- **Continued Access to Medical Coverage:** Full access to medical treatment, rehabilitation, and mental health services for the duration of the injury and at least five (5) years post-eligibility, consistent with existing post-eligibility care provisions.
- **Long-term or life-long medical injuries:** A long term injury is defined as a condition that permanently or significantly impairs your ability to function, often preventing you from working for an extended period, typically at least a year. These will be covered by the negotiating entity via appropriate insurance policies.
- **Compensation Protection:** Percentage of guaranteed compensation to be determined and agreed upon by both the negotiating entity and the players association.
- **Roster Protection:** Athletes placed on Injured Reserve may not have their scholarship revoked, academic resources reduced, or team access limited solely due to injury. Their eligibility clock shall pause during any IR designation exceeding 30 consecutive days, subject to review.
- **Appeal Rights:** Athletes may appeal an IR decision or lack of designation through AO's grievance process. All IR determinations shall be communicated to the athlete in writing within 5 business days of injury confirmation.
- **Tampering and Misclassification Safeguard:** No athlete shall be coerced into medically retiring or withdrawing from their team in lieu of proper IR designation. Any such coercion or pressure to avoid financial obligations will trigger immediate AO review and corresponding penalty in accordance with the enforcement section of this agreement.

### **Right to a Free Second Medical Opinion**

- All athletes shall have the right to obtain a second medical opinion at no cost to the athlete. Upon injury, a school-affiliated physician shall provide the initial diagnosis and recommended course of treatment. The athlete shall then have the option to consult an independent physician selected from a mutually agreed-upon network curated by Athletes.org (AO) and the participating university.
- If there is a discrepancy between the two medical opinions, the athlete shall retain the right to determine their course of treatment, subject to review by a joint medical panel made up of one physician designated by AO, one by the university, and a third neutral medical expert jointly selected by both parties.
- Schools may recommend providers but may not condition access to athletic participation, medical care, or compensation on the athlete's decision to seek or decline a second opinion.

### **Concussion Protocols**

- Return-to-play protocol will be determined and agreed upon by both the negotiating entity and the players association.

### **Travel Standards**

- To be agreed upon by both the negotiating entity and the players association.

### **Post-eligibility medical insurance**

- At least five (5) years of medical protection post collegiate athletic career for any injuries sustained during their collegiate athletic career and/or in preparation for their participation in college athletics while officially enrolled as a student in good standing at the respective university.

- Schools will have the ability to go beyond this amount of coverage if they choose to do so. (ie. University of Notre Dame elects to provide ten years of medical protection to their athletes).
- The five years of medical protection will be the responsibility of the last university an athlete was enrolled in and participated in any official athletic activity, including but not limited to workout, practice, scrimmage or game.

### **Mental Health Resources**

- School to provide free access to at least one male and female independent suite of certified mental wellness professionals including psychiatrist and therapist.

### **University Staffing Requirements**

- To be determined and agreed upon by both the negotiating entity and the players association.

## **Grievance & Arbitration Process**

- Independent Arbitration via an organization such as FAIR (Forum of Arbitration & Independent Resolution), AAA (American Arbitration Association) or similar mutually agreed-upon entity.
- Grievance process led independently by AO with full cooperation from the university.

## **Enforcement**

- To be determined and agreed upon by both the negotiating entity and the players association.

## **Additional Considerations**

### **Redshirt rules**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **Drug Testing Protocols**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **Gambling Policies**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **JUCO-related eligibility**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **Standard commitments an athlete makes to the university**

- These commitments (e.g., charitable appearances or signing a set number of memorabilia items for exclusive school or commercial use) will be addressed in the standard athletic services contract.

**Note:** This would replace the NIL agreement given there are a handful of commitments in standard pro player contracts that are granted/afforded to the teams and negotiated in the CBA.

- Deals that fall outside of this scope would be for marketing (NIL) purposes and be a separate arrangement between athlete and the school/third party.

### **Data Rights & Privacy**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **Eligibility**

- A maximum of five (5) years of eligibility from the date of first enrollment in a certified college or university. An age limit for participation in college athletics (e.g., 25 years old) will be determined and agreed upon by both the negotiating entity and the players' association.

### **Universal Athlete Language and Terms**

- Standard player agreement between the athlete and the University to be determined and agreed upon by both the negotiating entity and the players association.
- Standard collective agreement between the athlete and any school-affiliated collective to be determined and agreed upon by both the negotiating entity and the players association.

### **Athlete Representation & Representatives (Agents)**

- Standard athlete representation agreement to be determined and agreed upon by both the negotiating entity and the players association.

### **Renewal Framework**

- The initial Collective Bargaining Agreement (CBA) Term is four (4) years.
- Negotiations/Renewal discussions can begin 24 months prior to expiration.

### **Disclosures and Reporting**

- Transparent and comprehensive athletics revenue reporting (akin to reporting requirements included in House settlement terms) to be determined and agreed upon by both the negotiating entity and the players association.
- Health, Safety & Wellness Incident Reporting.

### **Player Transition Services**

- Player Transitions, Development and Success Services will not be removed. The negotiating entity and players association will set the required minimum level of programming and support that schools will be responsible for providing. These services include but are not limited to:
  - **Freshmen Orientation:** Provides incoming players and families with their proper onboarding resources to college sports.
  - **Continuing Education:** Provides players and former players with financial assistance and individualized plans for completing undergraduate, graduate, or certification programs.

- **Professional Development:** Offers a variety of offseason training experiences, career tours, and workshops in fields like media, business, and coaching. These are often in partnership with other companies and organizations.
- **Financial Education:** Includes unbiased educational programs and seminars to help players with financial planning and decision-making.
- **Personal Development:** Supports players with resources for personal, psychological, and physical well-being.

### **Player Discipline & Fine Schedule**

- To be determined and agreed upon by both the negotiating entity and the players association.

### **Academic Eligibility & Requirements**

- Eligibility requirements will remain in the hands of the schools. However, these requirements will not be utilized for roster manipulation and Athletes.org has the right to intervene if roster manipulation can be proven. Enforcement to be determined and agreed upon by both the negotiating entity and the players association.
- Reduction of constraints that prohibit athletes from pursuing a degree of their choice.

### **Academic Resources / Availability Minimums**

- Tutors and career development resources to be agreed upon by both the negotiating entity and the players association.

### **Agency Certification & Registry**

- Agents representing college athletes will need to take an examination, complete a background check process and become certified. Parents and legal guardians will have the right to represent their athlete without completing the certification process.
- Athletes.org's agency registry will be used to confirm representation and to control fee regulations and certification requirements for agents.

**ATHLETES.ORG**

# **APPENDIX**

# Athletes.org Organizational Structure

## AO LEGAL AND LABOR RELATIONS TEAM

### • Jim Quinn

- Trial, arbitration, and mediation lawyer with 45+ years of experience.
- Counseled and represented players associations in the MLB, NFL, NBA, NHL, and Major League Soccer.
- Paved the way for free agency within the Professional Leagues

### • Mit Winter

- College Sports Law Attorney
- Represents universities, athletes, agents, and businesses operating in the college sports/NIL space. Previously represented the NCAA and Division I conferences. Former Division I basketball player at William & Mary.
- Recognized by On3 Sports as one of the Top 25 most influential people in NIL.

### • Dechert LLP

- Large, multinational law firm that specializes in sophisticated financial transactions and high-stakes litigation matters.
- Has represented athletes, players' associations, professional teams, and other sports clients.
- Other firm clients include corporations, financial institutions, and high-net-worth individuals around the world.

### • Groom Law Group

- One of the nation's leading law firms focused on employee benefits, retirement, health, and executive compensation.
- Advises players associations on benefits, compensation, and compliance matters.
- Expertise includes structuring health plans, retirement benefits, and long-term compensation programs for athletes.

### • Ice Miller

- National law firm specializing in helping businesses, investors, and state and local governments deploy their capital, solve complex problems, and make smart business decisions..
- Team of more than 350 lawyers and legal professionals.

### • Gary Shipman

- Managing Partner at Shipman, Wright & Moore, LLP
- 45+ years as a nationally renowned commercial and class action litigator
- Certified contract advisor and agent with NFLPA and NBPA; his clients have included coaches and athletes

## **AO BOARD OF DIRECTORS**

- **Jim Cavale**, *Co-Founder & Chairman, Athletes.org*
- **Mit Winter**, *College Sports Attorney*
- **Sandy Barbour**, *Interim AD Utah State, Former AD, Penn State, Cal, & Tulane*
- **Teri Smith**, *Chief Operating Officer, NFLPA*
- **Jason Ranne**, *President and COO, Wasserman Media Group*
- **Amy Huchthausen**, *Former America East Commissioner*
- **Omari Hardwick**, *Actor, Entertainer, Former UGA Football Player*
- **Jim Boenheim**, *Former Syracuse Men's Basketball Coach, Naismith Hall of Fame*
- **Kirk Berger**, *Counsel, National Basketball Players Association*
- **Reggie Love**, *Apollo Global Mgmt., Sr. Advisor, Personal Aide to President Obama*
- **Roman Harper**, *SEC Network College Football Analyst, 2x Pro Bowler, SB XLIV Champion*

## **AO ADVISORY COUNCIL**

- **Amobi Okugo**, *Owner & Founder, A Frugal Athlete*
- **Teal Henderson**, *Founder & CEO, Bones Investment Group*
- **Jessica Holtz**, *Co-Head, Basketball Creative Artists Agency*
- **Jason Belzer**, *Venture Partner, Sequence Equity*
- **Kevin Malast**, *Partner, VP of Talent, Legend Agency*
- **John Mellody**, *NFL Health and Safety Consultant*
- **Amber Sabathia**, *Agent, CAA*
- **Will Thomas**, *VP Financial Advisor, Bernstein Private Wealth Management*
- **Malcolm Jenkins**, *Retired NFL Player & CEO, Malcolm Inc.*
- **Mason Ashe**, *Counsel & Industry Advisor, Ashe Sports and Entertainment Consulting*
- **Kai Cunningham**, *Co-Founder & Managing Partner, Limited Ventures*
- **Tonia Bottoms**, *Managing Director & Senior Managing Counsel, Pershing, a BNY Mellon company*



## **AO EXECUTIVE & ADVISORY COMMITTEES**

Athletes.org's Executive and Advisory Committees are made up of A4 and G6 athletes, and designed to help establish national minimum standards for college athletes. The newly-announced AO Executive Committee members who will help guide AO's efforts in protecting and advancing athlete interests are:

- **Justin Wodtly**, *Arizona State University, Football*
- **Chief Borders**, *University of Nevada, Las Vegas (UNLV), Football*
- **Jada Brown**, *Vanderbilt University, Women's Basketball*
- **Angelina Vasquez**, *University of Southern California (USC), Track and Field*

These committees are developed based on how the NFLPA operates, but with a structure adjusted to be well informed at the college level for national, conference and school level decisions, which can be further segmented into decisions per sport.

More information is available for review under NDA.

# Athletes.org Files Amicus Brief in House v. NCAA Case Requesting Clarification

March 27, 2025

On behalf of its more than 4,000 members, and for college athletes everywhere, Athletes.org (AO) filed an Amicus Curiae brief requesting clarification on the impending settlement on House v. NCAA. The brief, filed in the United States District Court Northern District of California, included input from legal experts such as Jim Quinn and Gary Shipman.

Athletes.org, the players association for college athletes, represents current and former players in the college ranks; including some of the named plaintiffs in House who, as members, previously wrote to the Court to emphasize the necessity of fair representation in collegiate athletics decisions and rule-making.

"It is important to get real clarity around the House Settlement for all the parties affected by its outcome, specifically the athletes expected to be held to its terms," said Co-Founder of Athletes.org, Brandon Copeland. "While the settlement is a start of positive change for college athlete compensation, it is only that – a starting point. There are still many concerns that need to be addressed as we take the next step into this new era of college athletics to make it a safe and sustainable ecosystem for every party who contributes to its success – especially as universities place even more emphasis on revenue growth creating misalignment with college athletes' holistic development."

Athletes.org recognizes that the proposed settlement is a necessary first step in the right direction of addressing long-standing injustices that have existed within college athletics; but that does not mean that the proposed settlement solves these issues. The proposed settlement signals a necessary shift from the restrictive, outdated model that has governed college sports for more than 150 years.

"Our members have asked us to get this clarity," said Copeland. "They want this brief filed to make sure that college athletics leadership realizes that while this settlement is a positive first step, it is not, in fact, a collectively bargained agreement."

The amicus brief stresses that the proposed settlement is not a replacement for collective bargaining for college athletes, and that this settlement does not ensure that minimum standards protecting college athletes are met.

"In the pro ranks, athletes have tools and resources to protect them, and in the college space it should be the same," said Copeland. "Unfortunately, the system does not protect college athletes due to the self-regulating nature currently in place. With more lawsuits currently being filed against schools, conferences, and the NCAA, we are advocating for a better way. We want to ensure a sustainable future for college athletics—one without constant litigation and with safeguards for progress in college athlete compensation."

Other key highlights of the brief, written to raise concerns and ask for more explanation, include:

- The fact that vital health and safety standards for college athletes are not addressed.
- Because of the lack of collective bargaining, the settlement is not protected under the non-statutory labor exemption that shields professional leagues from certain antitrust claims.
- Future litigation is a certainty – as the settlement does not protect from future lawsuits.
- Agreements and contracts with college athletes are being misused due to the lack of clarity from the settlement.

"AO members are hopeful that these concerns will be heard and considered by the Court before the proposed settlement is approved," Copeland said. "AO athletes are organizing and amplifying their voices together in order to make sure every athlete is treated fairly now and in the future."

Athletes.org, "The Players Association for College Athletes," is a voluntary membership organization whose membership includes more than 4,000 current and former college athletes. AO exists to educate, organize and represent college athletes as their chosen players association in an attempt to ensure their seat at the table in the ever-changing landscape of college sports.

# CBA Comparison

This document introduces key topics in college sports and outlines Athletes.org's proposed structure and solutions. Each proposal is paired with a side-by-side comparison to the current structures used in professional sports leagues, highlighting proven models. The proposed solutions in this document are specific to college P4 football. Structures for the rest of college athletics will be developed using these as a foundational guide.

*Any source cited within the table is pulled directly from the respective league's Collective Bargaining Agreement.*

## REVENUE SHARE

**AO's Proposal:** House settlement provides the initial bands and framework. Up to 22% revenue share in Year 1 increasing for four years. Agreement to be revisited in Year 5.

*Compare to:*

<b>NFL (NFLPA)</b>	Players receive 48% of league revenue starting in 2021, potentially rising to 48.5% depending on media revenues.
<b>NBA (NBPA)</b>	Players receive approximately 49-51% of Basketball-Related Income (BRI). (Article VII, Sec. 12)
<b>MLB (MLBPA)</b>	Players receive 48-52% of total league revenue depending on various factors like revenue sharing and competitive balance tax. (Article XXIII - XXIV)
<b>NHL (NHLPA)</b>	Players receive exactly 50% of Hockey-Related Revenues (HRR), adjusted through escrow. (CBA Art. 50)
<b>MLS (MLSPA)</b>	No fixed revenue share percentage; compensation tied to league-defined salary budgets.
<b>WNBA (WNBPA)</b>	The WNBA utilizes an incremental revenue sharing model. This means that players only receive a share of revenue that goes above a certain target set by the league. If the WNBA surpasses its revenue target, players may receive up to 50% of that shared revenue.

## MINIMUM COMPENSATION

**AO's Proposal:** School-specific revenue-sharing percentage is based on the pro rata revenue driven per sport per conference.

Annually on a mutually-agreed upon date, the compensation cap and minimum spending floor will be determined per conference and per sport. For example, an SEC football program would be required to spend a mutually-agreed upon minimum (X) on its football team for the 2027 season. A Big Ten football program would be required to spend Y, Big 12 (Z) and ACC (W). For the avoidance of doubt, the men's and women's basketball teams in these conferences could have different requirements from the football teams and each other based off of the pro rata revenue driven per sport per conference. While teams have the ability to go above the minimum, the floor ensures a consistently high level of competition, benefiting all parties as the industry continues to grow.

Compensation includes the value of scholarship/tuition, medical benefits, room & board. The minimum compensation per conference, per sport, per athlete to be determined and agreed upon by both the negotiating entity and the players association.

Compare to:

<b>NFL (NFLPA)</b>	Minimum salary: \$610,000 (rookie) to \$1,050,000 (7+ credited seasons) in 2020; increases annually. (Art. 26, p.171)
<b>NBA (NBPA)</b>	The Minimum Annual Salary for a player with 0 years of service for the 2023-24 Season shall be \$1,119,563. (Article II, Section 6; Exhibit C)
<b>MLB (MLBPA)</b>	For the 2024 season: The minimum Major League salary shall be \$740,000. (Article VI, Section 2(a))
<b>NHL (NHLPA)</b>	For the 2024-25 League Year, the Minimum Paragraph 1 NHL Salary shall be \$775,000. (Article 11.12)
<b>MLS (MLSPA)</b>	For the 2024 League Year: Senior Minimum Salary: \$89,716; Reserve Minimum Salary: \$67,360. (Article 10.3, 10.4)
<b>WNBA (WNBPA)</b>	The Minimum Base Salary for a First Round Draft Pick in the 2024 Season shall be \$76,535. (Article V, Section 7(b), Exhibit 5)

## CAP CIRCUMVENTION

**AO's Proposal:** No caps on true NIL deal flow/brand compensation. Athletic services cap circumvention enforcement rules to be determined and agreed upon by both the negotiating entity and the players association.

Compare to:

<b>NFL (NFLPA)</b>	Payments strictly capped; circumvention via undisclosed agreements, side letters, deferred payments prohibited with penalties (fines, draft pick losses). (Art. 14, p.127)
<b>NBA (NBPA)</b>	Teams limited by Salary Cap rules; circumvention methods can include trade exceptions, mid-level exceptions, and sign-and-trade provisions. (Article VII, Sec. 6)
<b>MLB (MLBPA)</b>	Teams limited by Competitive Balance Tax (luxury tax); circumvented by deferred compensation, signing bonuses, incentive clauses, or structuring deals to minimize taxable payroll. (Article XXIII)
<b>NHL (NHLPA)</b>	Salary Cap limits strictly enforced; circumvention through undisclosed bonuses, agreements prohibited with severe penalties. (Art. 26.3)

<b>MLS (MLSPA)</b>	Salary budgets capped annually; circumvention via performance bonuses, General Allocation Money (GAM), Targeted Allocation Money (TAM), separate marketing agreements. <i>(Art. 10.1-10.3, Art. 6)</i>
<b>WNBA (WNBPA)</b>	Strict salary cap enforcement; explicit anti-circumvention rules prohibit undisclosed payments or side deals, with clear penalties for violations. <i>(Article VIII, p. 134-140)</i>

## GUARANTEED CONTRACTS

**AO's Proposal:** Athletic Services Contracts are not guaranteed. Guarantees are negotiated and may include injury, performance or skill clauses to protect the athlete and the University.

*Compare to:*

<b>NFL (NFLPA)</b>	Guaranteed contracts not mandated; negotiated individually for signing bonuses, roster bonuses, salary guarantees for injury, skill, or salary-cap termination. <i>(Art. 4, p.177)</i>
<b>NBA (NBPA)</b>	Contracts are generally fully guaranteed, with some exceptions for specific injuries, skill conditions, or other individually negotiated terms.
<b>MLB (MLBPA)</b>	MLB contracts are generally fully guaranteed, especially for veteran players. Exceptions may occur but typically only under individually negotiated circumstances.
<b>NHL (NHLPA)</b>	Contracts are typically fully guaranteed. Exceptions include buy-outs, compliance buy-outs, and contract breaches.
<b>MLS (MLSPA)</b>	Contracts guaranteed after one MLS Service Year; mandatory guaranteed contracts for Homegrown Players under 19.
<b>WNBA (WNBPA)</b>	Teams may have up to 6 protected (guaranteed) contracts per season; contracts can be protected for skill, injury, or illness.

## INJURED RESERVE COMPENSATION

**AO's Proposal:** Create The Injured Reserve Designation (IR). Athletes who sustain injuries during official team activities—including games, practices, strength and conditioning sessions, or team-sanctioned travel—shall be eligible for designation to the “Injured Reserve” list, subject to confirmation by the medical staff and AO's independent review process. Athletes on Injured Reserve shall be entitled to:

- **Continued Medical Coverage:** Full access to medical treatment, rehabilitation, and mental health services for the duration of the injury and up to five (5) years post-eligibility, consistent with existing post-eligibility care provisions.
- **Compensation Protection:** At minimum, 50% of their remaining guaranteed compensation under their agreement for the current season shall be paid during the IR period. Schools may exceed this threshold but may not drop below it.

- **Roster Protection:** Athletes placed on Injured Reserve may not have their scholarship revoked, academic resources reduced, or team access limited solely due to injury. Their eligibility clock shall pause during any IR designation exceeding 30 consecutive days, subject to NCAA and CBA-aligned review.
- **Appeal Rights:** Athletes may appeal an IR decision or lack of designation through AO's grievance process. All IR determinations shall be communicated to the athlete in writing within 5 business days of injury confirmation.

*Compare to:*

<b>NFL (NFLPA)</b>	Injury guarantees individually negotiated.
<b>NBA (NBPA)</b>	Injured players receive full compensation as per guaranteed terms, unless negotiated otherwise. (Article II, Sec. 4)
<b>MLB (MLBPA)</b>	A player placed on the Major League Injured List shall receive his full Major League salary for the duration of his period on the List. (Article XIII)
<b>NHL (NHLPA)</b>	Players on IR receive their full contracted salary while injured. (CBA Art. 15.6)
<b>MLS (MLSPA)</b>	Players receive full compensation through contract term if guaranteed; Semi-guaranteed receive compensation to Dec 31 if injured. (MLS CBA Art. 18.1-18.3).
<b>WNBA (WNBA)</b>	Players receive their full remaining salary for the season if injured during service and unable to play, subject to specific conditions. (Article V, p. 27-29)

## POST-CAREER HEALTH INSURANCE COVERAGE

**AO's Proposal:** 5 years of medical protection post collegiate athletic career for any injuries sustained during their collegiate athletic career and/or in preparation for their participation in college athletics while officially enrolled as a student in good standing at the respective University.

5 years of medical protection will be the responsibility of the last University an athlete was enrolled in and participated in any official athletic activity, including but not limited to workout, practice, scrimmage or game.

*Compare to:*

<b>NFL (NFLPA)</b>	The NFL Player Health Reimbursement Account is available to eligible former players for a maximum period of ten (10) years... following the last season of credited service for which the player is eligible.
<b>NBA (NBPA)</b>	Five years post-career medical coverage if vested (3 credited seasons), plus NFL Player Insurance Plan benefits. (Art. 58, p.312)
<b>MLB (MLBPA)</b>	Retired players receive continued health coverage based on years of service, with eligibility for ongoing MLBPA-sponsored benefits. (Article XIII, Sec. J)

<b>NHL (NHLPA)</b>	Players with sufficient games played (160+ NHL games) eligible for post-career medical/dental insurance continuation if self-paid. (CBA Art. 23.8)
<b>MLS (MLSPA)</b>	Players with 6+ MLS Service Years who retire voluntarily receive 2 months paid COBRA health benefits. (CBA Art. 22.7)
<b>WNBA (WNBPA)</b>	Each Player shall be eligible to participate in the Medical Plan for up to three years after her Final Season; includes fertility benefits... (Article XXVI, Section 1)

## PRACTICE TIME RULES

**AO's Proposal:** To be determined and agreed upon by both the negotiating entity and the players association.

Compare to:

<b>NFL (NFLPA)</b>	One padded practice/week during regular season (max 14 weeks), regulated duration/intensity and mandatory bye-week off days. (Art. 24, p.168)
<b>NBA (NBPA)</b>	Limits include max 3.5 hours per day during season, with restrictions on full-contact practices; offseason activities voluntary. (Article XXII, Sec. 6)
<b>MLB (MLBPA)</b>	No more than 7 consecutive days without an off-day, with detailed rules on workout and training session length in Spring Training and regular season. (Article V, Sec. C; Article XIV)
<b>NHL (NHLPA)</b>	Limited to maximum daily on-ice practice (e.g., training camp max 3 hrs/day); mandatory days off stipulated. (CBA Art. 16.8)
<b>MLS (MLSPA)</b>	Detailed guidelines regulated by league's Joint Advisory Committee; training camp length limited, days off required. (MLS CBA Art. 13.3-13.4)
<b>WNBA (WNBPA)</b>	Practice rules set clearly for training camp and regular season, with limitations on daily practice length and mandatory rest periods. (Article XIV, p. 153)

## ACCESS TO THE PLAYERS ASSOCIATION

**AO's Proposal:** Unlimited player access to AO for representation, grievances, disciplinary hearings, etc.; no specified access limitations.

Compare to:

<b>NFL (NFLPA)</b>	Unlimited player access to NFLPA for representation, grievances, disciplinary hearings, etc.; no specified access limitations.
--------------------	--



<b>NBA (NBPA)</b>	Players have unlimited access to NBPA representatives for assistance, grievances, and other support needs.
<b>MLB (MLBPA)</b>	Players have unrestricted access to MLBPA representatives for grievances, disciplinary hearings, and advisory purposes.
<b>NHL (NHLPA)</b>	No limit specified; players have open and continuous access to NHLPA support.
<b>MLS (MLSPA)</b>	No restrictions specified; continuous access implied for player consultation, grievances, etc.
<b>WNBA (WNBPA)</b>	Players have ongoing, unrestricted access to Players Association representatives and assistance; no stated visitation limitations.

## AGENCY CERTIFICATION

**AO's Proposal:** Athletes.org (AO) will be responsible for registering, verifying and certifying agents. Colleges agree to work exclusively with an athlete's registered representative (i.e. parent/legal guardian or registered agent).

*Compare to:*

<b>NFL (NFLPA)</b>	The NFLPA regulates agents. All contract advisors (agents) must be certified by the NFLPA, complete an exam, hold a postgraduate degree (e.g. J.D. or MBA), and follow the NFLPA's Regulations Governing Contract Advisors. Violations can result in suspension or decertification.
<b>NBA (NBPA)</b>	The NBPA certifies agents. To represent players, agents must be approved by the NBPA, pay annual dues, complete a background check, pass a certification exam, and adhere to strict ethical guidelines outlined in the NBPA Regulations for Player Agents.
<b>MLB (MLBPA)</b>	Agents must be certified by the MLBPA. Certification requires an application, agreement to union rules, and regular participation in MLBPA agent meetings. The MLBPA can fine, suspend, or decertify agents who violate rules.
<b>NHL (NHLPA)</b>	NHLPA certifies player agents under its Regulations Governing Player Agents. Agents must apply, pass a written exam, and attend agent meetings. They must also adhere to standards for conduct, fees, and player dealings.
<b>MLS (MLSPA)</b>	MLS players can be represented by agents certified by FIFA or the USSF (U.S. Soccer Federation). The MLSPA does not independently certify agents but recommends players work with those in good standing with the league and/or federation.
<b>WNBA (WNBPA)</b>	WNBPA does not operate a certification program. Most agents are certified through NBPA, or have relationships with FIBA or other governing bodies. Contract negotiations are governed by the terms in the WNBA CBA, but agent regulation is handled externally.

## LEAGUE ENFORCEMENT

**AO's Proposal:** To be determined and agreed upon by both the negotiating entity and the players association.

*Compare to:*

<b>NFL (NFLPA)</b>	The NFL Commissioner has broad authority to fine teams, strip draft picks, or impose other penalties for violations of the CBA, salary cap rules, tampering, or player safety violations. Examples include fines over \$1 million and forfeited draft picks for tampering or illegal contact.
<b>NBA (NBPA)</b>	The NBA Commissioner may fine teams, suspend personnel, take away draft picks, or rescind trades for CBA or league rule violations. Penalties are also issued for tampering, salary cap circumvention, and failure to meet media obligations.
<b>MLB (MLBPA)</b>	MLB teams may be fined, lose international bonus pool money, draft picks, or face contract voids. Penalties are administered by the Commissioner's Office, typically for tampering, improper scouting practices, or contract violations.
<b>NHL (NHLPA)</b>	The NHL Commissioner can fine teams up to \$250,000 and take other disciplinary actions (e.g., contract rejection, forfeiting draft picks) for rule violations including salary cap circumvention or improper transactions.
<b>MLS (MLSPA)</b>	The MLS Commissioner may impose fines, roster penalties, or suspension of team personnel for rule violations. Tampering, improper disclosures, or salary budget violations often trigger sanctions.
<b>WNBA (WNBPA)</b>	The WNBA League Office can fine teams, strip draft picks, or suspend coaches/execs for violations of league rules, salary cap, or conduct policy. Enforcement is less formalized in the CBA, but major penalties have included six-figure fines and pick forfeiture.

## PLAYERS ASSOCIATION ENFORCEMENT

**AO's Proposal:** To be determined and agreed upon by both the negotiating entity and the players association.

*Compare to:*

<b>NFL (NFLPA)</b>	Can file grievances or system arbitrations against clubs or the NFL for violating the CBA. If a club is found in violation, consequences can include repayment of money to the player, contract reinstatement, or reversal of actions (e.g., illegal termination).
<b>NBA (NBPA)</b>	Uses arbitration panels to challenge violations by teams or the league. The union can compel the league to reverse fines, reinstate contracts, or pay damages.
<b>MLB (MLBPA)</b>	Enforces the CBA through formal grievance and arbitration procedures. Arbitrators can void transactions, award back pay, or require specific performance by clubs.
<b>NHL (NHLPA)</b>	Files grievances or appeals on behalf of players when teams or the NHL violate CBA terms. Arbitration decisions can include monetary awards or contract adjustments, but disciplinary power lies with neutral third-party arbitrators.
<b>MLS (MLSPA)</b>	Holds the league accountable through binding arbitration and dispute resolution. Remedies can include reinstatement of benefits, back pay, or reversal of transactions.
<b>WNBA (WNBPA)</b>	Can trigger binding arbitration when clubs or the WNBA violate contract terms or CBA provisions.

# Frequently Asked Questions

## **What is a Collective Bargaining Agreement?**

A Collective Bargaining Agreement (CBA) is a legally binding contract between an employer and a labor association to negotiate a formalized set of rules and terms for labor, including but not limited to wages, health and safety standards and working conditions. In the sports space, a CBA is between a professional league and the players association to formally agree to rules and regulations that affect the players every day.

## **What are the primary benefits of a CBA? How would one benefit college sports?**

The benefits of a CBA include, but are not limited to: legally binding terms, establishing clear rules and guidelines, and legal and governmental protection for all parties. In the case of college sports, a CBA would help establish a system where athletes rights are no longer unlawfully suppressed and universities, conferences and the NCAA are not under constant legal duress.

## **Why is a CBA necessary for college athletics?**

Currently, operational standards vary significantly across institutions, creating inconsistencies in all critical categories, contract language, compensation structures, medical care and more. A CBA establishes uniform national standards that all participating schools must meet, ensuring stability, equitable treatment and mutually agreed upon accountability measures regardless of institution.

## **Doesn't the NCAA already do this?**

The NCAA is a membership organization, whose members are institutions and schools, not the athletes themselves. Historically, the NCAA has had a poor track record of creating and upholding standards pertaining to athlete rights and protections, due mostly to a conflict of interest between athlete rights and school interests such as revenue generation. That track record has led to, among other things, multiple antitrust violations, as deemed by the Supreme Court. At this moment in history, the NCAA is not in a place to enforce any rules and regulations over athletes or its member institutions without risking another lawsuit.

## **Who wrote this CBA and why were they involved?**

Current and former college athletes along with AO's executive and labor relations teams led the development of this CBA framework. Along the way, conference commissioners, athletic directors, general managers and experienced leaders from across professional sports lent their expertise and perspectives to develop this document. AO selected leaders with varied perspectives and experience within the college space to consider the issues and a solution to be mutually agreed upon, and possible, within the space. These leaders chose to participate because they believe that AO is the organization best suited to represent college athletes and believe that collective bargaining is the only legitimate path forward for college sports.

## **How does the CBA impact Title IX?**

This CBA was created to protect athlete rights without crossing into areas covered by federal law or school finance decisions. This CBA focuses on what athletes should be able to control: rules regarding compensation, health and safety among others. Title IX and sport funding are federal rules and school decisions.

## **Does the CBA apply to all sports?**

The initial framework, while primarily focused on football to start, has language pertaining to every college athlete already (including post-eligibility insurance, among other things). This document also establishes a framework that can be applied to other sports and offers a guide for other sports and its athletes to negotiate standards and

terms applicable to their specific sport. The long-term objective is to adapt this model into comprehensive representation of all college athletes across all sports, with equitable structures developed for each.

### **Will the CBA negatively impact Olympic/non-revenue sports?**

No. The CBA framework is designed to enhance revenue generation across the entire collegiate athletics ecosystem. This will result in an improved organizational structure and reduced litigation exposure which can generate additional revenue to support non revenue generating and Olympic sporting athletic programs. It is important to note that funding for Olympic sports is purely at the discretion of the schools.

### **Does a CBA require athlete employment status?**

Not necessarily. Athletes.org maintains a neutral position on employment classification. In the future, courts could deem college athletes to be employees of their institutions or conferences Or, as we have proposed as an alternative, Congress could provide college athletes with a special status that would afford them more expansive labor rights without them being deemed employees.

Regardless of the employment status of college athletes, a CBA is still enforceable like any other contract. The only difference between an agreement under our framework, and a standard CBA, is that currently players would not have the administrative protections employees enjoy in the marketplace, such as those offered by the EEOC, the FLSA, or the NLRA/NLRB. Nor would an agreement under this framework be afforded the non-statutory labor exemption that CBAs between labor unions and employers enjoy. What the AO CBA would provide is an agreement where college athletes had a seat at the table and actively participated in the creation of the terms and conditions of their participation in college athletics.

### **What about right-to-work states?**

A CBA would still be effective in a right-to-work state, just like in the NFL or another professional league. Professional athletes, in certain sports, are employees that have agreed to a CBA in their respective leagues. In right-to-work states, these athletes continue to benefit from collective representation through their players associations.

### **How does the CBA differ from the House settlement?**

While the House settlement represents an initial step toward athlete compensation, it is just a settlement of three consolidated lawsuits. This settlement was never intended to establish a long-term framework for college sports. House does not provide comprehensive legal protection from future litigation or establish enforceable health and safety standards the way a CBA does in professional leagues. A CBA creates a sustainable long-term framework with robust legal protections unavailable through settlement agreements alone.

### **How does the CBA affect Name, Image and Likeness opportunities?**

The CBA does not impose caps on authentic NIL and brand partnership compensation and distinguishes between athletic performance-based compensation and NIL compensation. This distinction is critical for the future of college sports. In this CBA, athletes retain the ability to pursue marketing opportunities (NIL) independently. The CBA also establishes a transparent revenue-sharing framework from institutional sources while implementing protections against exploitative practices.

### **Who represents athlete interests in CBA negotiations?**

Athletes.org serves as the players association representing college athletes. AO currently represents more than 5,000 college athlete members and is supported by experienced legal counsel with decades of experience advising professional sports players associations.

**Is this the final version of a CBA?**

No. This document is a framework and representation of what collective bargaining could look like at the collegiate level, and does not include every item that will be negotiated in a CBA. It was created to illustrate that there is a proven, viable solution that can save college athletics.

**What does AO hope comes from this CBA framework release?**

That current NCAA, conference and school leadership proactively pursues this route working directly with the college athletes who drive value for their universities and surrounding communities rather than continuing to seek alternative routes that bypass college athlete partnership and leave the industry overwhelmed by chaos. We hope this demonstrates that a CBA is not only possible, it is inevitable, and fortunately that is beneficial to all parties involved.

**ATHLETES.ORG**