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2025 College Athletics Compliance Report: A Look at the Continued (R)evolution

A Setting House Finds its Foundation

Unpopular public service announcement: the payments contemplated by Unpopular public service announcement: the payments contemplated by the House settlement are not actually revenue sharing. They instead are additional house settlement are considered annual to be advected on a settlement of the "REVENUE SHARE" VS. "NIL" the House settlement are not actually revenue sharing. They instead an additional benefits up to a capped amount that schools can provide at their discussion. More: if our all valued a care description ways to be a additional benefits up to a capped amount that schools can provide at their discretion. Most, if not all schools, are choosing an NLL license as the mode there a Assisted a more statement of the mode the school of the school o their discretion. Most, if not all schools, are choosing at NIL license as the mechanism to make these additional payments. Although the pool common estudients because on recommon estimation the commonst estimate the mechanism to make these additional payments. Although the pool cap was calculated based on revenue categories, the payments college additions will receive are not shares of their institution's median for the cap was calculated based on revenue categories, the payments college athletes will receive are not shares of their institution's profits, for the for the burgers and construction and construction form and athletes will receive are not shares of their institution's promis few that have year-end profits, and may even come from nonfew that have year-end profits, and may even come from hon-institutional sources (e.g. donations from boosters for NLL payments, which would even assist the rest cost tradition to be a set of the second s Institutional sources (e.g., donations from boosters for NL paymen which would count against the pool cap). Institutions have begin entrained between Uncountere and and the source of t which would count against the pool cap). Institutions have begun electring into NIL licensing agreements with their college athletes by which college athletes with resource semanate contemplated be the transentering into NIL licensing agreements with their college athletes-by which college athletes will receive payments contemplated by the House automatic bottomics but open which to the output of the second which college athletes will receive payments contemplated by the House settlement, beginning July 1, 2025, subject to the settlement approval in subsymptor for the institution's language former trainer and the settlement of the settlement, beginning July 1, 2025, subject to the settlement approx exchange for the institution's license to use their name, image, and licenses. These second settlements exclude that the second settlements of the second second settlements of the second second settlements of the second seco exchange for the institution's license to use their name, image, and likeness. These agreements are not solely field to economic profits, or Wenters. These agreements are not solely tied to economic profits, or more likely losses, of the universities' athletics teams. In addition, as part more likely losses, of the universities' althetics teams. In addition, as part of the settlement and for the 10 years of the injunction, it is agreed that the additional measurement and the loss the additional termination of the settlement of the of the settlement and for the 10 years of the injunction. It is agreed that the additional payments are not related to the athletes' appearance in the second processing and the second sets (2001), which a second the additional payments are not related to the athretes appearant live sporting events, so-called broadcast NLL (BNIL). While the are sporting events, so-caused prosocast NL (BNIL). While the settlement damages are in contemplation of BNIL, the settlement month-alty in Alexandra these relation for and the information of the settlement damages are in contemplation of BNIL, the settlement specifically indicates that plaintiffs and the injunctive classes (i.e., college 2025 College Athletics Compliance Report

not pay-for-play or employment.

THIRD-PARTY AGREEMENTS, DISCLOSURES, Unfortunately, the approval of the settlement has solved only a minimal HIND-PARTY AUREEMENTS, US Unfortunately, the approval of the settlement has solved only a minimal number of issues potentially related to booster involvement in NIL and produced number of issues potentially related to booster involvement in NIL, and maybe not even those issues. Several other objections to the settlement maybe not even those issues. Several other objections to the settlement correctly point out that remaining restrictions conflict with state NIL correctly point out that remaining restrictions conflict with state NIL statutes that permit institutions to make immediate payments to college statutes that permit institutions to make immediate payments to collect subletes and others that outright prohibit NCAA enforcement of NIL reductions. It is unreduced for how the NCAA enforcement athletes and others that outright prohibit NCAA enforcement of NIL entrictions. It is unclear if, or how, the NCAA or the new "enforcement restrictions. It is unclear if, or how, the NCAA or the new "enforcement entity" will address contradictions between the settlement agreement and state how the settlement has referenced a contradiction state. entity" will address contradictions between the settlement agreement and state laws. The settlement has triggered a potential massive shift to AVAA benchman have been remaine a discinct lack of Australia and Society and So and state laws. The settlement has triggered a potential massive shift to NCAA legislation, but there remains a glaring lack of clarity as to which NCAA legislation, with the settlement achieve the settlement of the settlement o NCAA legislation, but there remains a glaring lack of clarity as to which NCAA tules will still be relevant or how those rales will be enforced. In a how more than the business former rales Company Strategy and a statement of the strategy of the of NCAA rules will still be relevant or how those rules will be enforced. In other words, have the Power Four (plus Oregon State University and Statistication State (Internation) Academic to the international to the state of the other words, have the Power Four Qhus Oregon State University and Washington State University) doubled their potential Vability from both Washington State University) doubled their potential liability from both a new enforcement entity and the current NCAA enforcement process for all values langers has NT 9 Access Interference should be a state of the state of a new enforcement entity and the current NCAA enforcement process for all other issues but NL2 As such, institutions should have a clear and entered the new order of the continuent according to the second for all other issues but NIL2 As such, institutions should have a clear understanding not only of the settlement agreement terms, NCAA rules, understanding not only of the settlement agreement terms. NCAA rules, and their state law, but also of their leadership's level of risk tolerance as and their state law, but also of their waterstup's level of this totel they establish and communicate new policies, procedures, and they establish and communicate new addition and addition and addition of a distance of a dista they establish and communicate new policies, procedures, and monitoring systems to coaches and athletes, and most significantly enter the communication of the system of t monitoring systems to coaches and athletes, and most significantly enter into commercial agreements with their college athletes that are allegedly and most for all or coaches and athletes and most significantly enter the second secon

Division 1 Men's Baserball Tournament i Football Playoff television contract negot

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actuaries) was not content the right of schools and television partners to televise live contents and insertation partners to televise twe contents are provide any portion of that review to the colle provise any portion or trait review to the cone sthlete participants during the 10-year terms structe participants corrige to stores in that this is settlement. The logic as it goes is that this I term will keep the NCAA and Power Four co together at least until the next round of NC tokenner är reast untur tile next round of NC Division I Men's Basketball Tournament a

"REVENUE SHARE" VS. "NIL" (CONTIN athletes) will not contest the right of schools an

Settling House Finds its Foundation - For Now

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Husch Blackwell's fifth-annual college athletics report provides a comprehensive guide of the major developments that are keeping athletic department leaders up at night. The NCAA's radical transformation—years in the making—is coming into focus, but uncertainties still await on the horizon.

Our downloadable report, "A Continued (R)Evolution of College Athletics," focuses on these key areas:

The House v. NCAA Settlement and NIL

Changes in Eligibility

Transgender Athletes

Budget Considerations

The Impact to Division II and III

What's Next for College Athletics

Download Report

You can also subscribe to Husch Blackwell's alerts to stay up to date on changes in college athletics law throughout the year.

Contact us

If you have questions about how the information in this report impacts you or your institution, contact Hayley Hanson, Jason Montgomery, TaRonda Randall, or your Husch Blackwell attorney.