

HUSCH BLACKWELL

Rights, Risks, and Regulation: The New Era of College Sports

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Part of the Issues in Higher Education Webinar Series

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Agenda

- New 5-for-5 Eligibility Model
- Athletics Enforcement Woes – Sports Gambling
- CSC and NIL Enforcement
- Protect College Sports Act
- New F-1 Visa Regulations



NCAA Age-Based Eligibility Model – Divisions I and II

Five-Year Period of Eligibility. Eligibility for practice and competition shall be limited to five years. The five-year period of eligibility begins with the earlier of the following:

- a) First regular, full-time academic term in which the individual enrolls full-time in and attends classes at any collegiate institution (e.g., two-year college, NAIA, international institution)
- b) The start of the regular academic year immediately after the individual's 19th birthday.



NCAA Age-Based Eligibility Model – Divisions I and II

Division	Previous Eligibility Rule	New Age-Based Eligibility Rule
I/II	Counted seasons of competition.	Based on a continuous five-year eligibility period.
DII	10 semesters/15 quarters (full-time) of eligibility (Division II only).	No longer applicable.
I/II	Included multiple waiver options.	Limited exceptions written into the rules.
I/II	Could vary by sport or circumstance.	Applies a consistent framework across all Divisions I and II sports.

5-for-5 Litigation – High School Class of 2022

Case	Terms of the Injunction	To whom does this apply?	Limits of the Injunction
<i>Borovicanin v. NCAA</i> (State Court, OH) <i>*Injunction stayed (Aug. 17, 2026)</i>	- Plaintiffs cannot be excluded from the 5-for-5 model. - NCAA shall recognize plaintiffs as eligible for 26-27. - Plaintiffs can enter Portal at any time.	24 named MBB Plaintiffs (HS Class of 2022)	Seasons of competition, House roster and NIL caps and Rule of Restitution are NOT enjoined.
<i>Washington v. NCAA</i> (State Court, TN)	- Plaintiffs cannot be excluded from the 5-for-5 model. - NCAA shall recognize plaintiffs as eligible for 26-27. - Plaintiffs can enter the Portal Aug. 3-10. - No enforcement Rule of Restitution or ghost transfer rule.	19 named MBB Plaintiffs (HS Class of 2022)	No requirement for schools to provide roster spots, scholarships, or admissions.
<i>Wisne v. NCAA</i> (Federal Court, CO)	- Plaintiffs cannot be excluded from the 5-for-5 model. - NCAA shall recognize plaintiffs as eligible for 26-27.	Certified Class (Any HS Class of 2022 Division I SA who competed in 4 seasons by 25-26)	Seasons of competition, House roster and NIL caps, transfer portal rules, and Rule of Restitution are NOT enjoined.

Practical Implications for 5th Year Injunction Athletes



Athletics Aid: Aid cannot be reduced/cancelled solely due to losing an eligibility extension waiver. (D1 Bylaw 15.3.4; D2 Bylaw 15.5.4*)



NIL Contracts: Schools may add language to institutional NIL agreements related to ability to terminate due to changes in eligibility status due to litigation, pending injunctions, etc.



Misc. Eligibility Issues — The 5-for-5 eligibility cases do not address rules related to participation on professional teams, signing agent contracts, etc. (NCAA Bylaws 12.2 -12.3)

Key Ongoing Issue: Continued state interference in collegiate athletic governance.

Athletics Enforcement Woes and Sports Gambling

- **Sorsby v. NCAA:** Texas court granted temporary injunction allowing Texas Tech QB Brendan Sorsby to play despite being deemed permanently ineligible for sports gambling.
 - June 2026: NCAA formally appealed to the Court of Appeals for the Seventh District of Texas;
 - June 18, 2026: Sorsby filed a motion to dismiss his own case and declare for the NFL Draft.
- **The Big 12 v. Texas Tech (June 14, 2026):** Big 12 filed suit against Attorney General Paxton and Texas Tech University (incl. Athletic Director Kirby Hocutt) in response to the AG's demand that the Big 12 not prohibit Sorsby's participation.

Key Ongoing Issue: Continued state interference in collegiate athletic governance.

NIL & The College Sports Commission



Introduction to the College Sports Commission (CSC) as the Designated Enforcement Entity

- The NCAA and the defendant conferences — ACC, Big Ten, Big 12, Pac-12, and SEC Conferences — entered into a settlement agreement in the *House*, *Hubbard*, and *Carter* cases.
- The Designated Enforcement Entity (DEE) is the entity responsible for interpretation and enforcement of NCAA bylaws adopted based on the *House* settlement — e.g., roster limits, and institutional and noninstitutional name, image and likeness (NIL) agreements.
- Participating institutions must agree that the designated enforcement entity (i.e., the CSC) has the authority to enforce NCAA Bylaws adopted as part of the settlement pursuant to NCAA Division I Bylaw 23, which became effective July 1, 2025.



What Can the CSC Investigate and Enforce?

- The CSC has the authority to investigate alleged violations of NCAA rules arising from the settlement agreement, including non-institutional (i.e., third-party) NIL contracts which student-athletes are required to report to the designated clearinghouse, “NIL Go”.
- The CSC is also responsible for prescribing penalties for violation determinations and serving as the party seeking enforcement of any penalties contested through neutral arbitration.
- Areas subject to CSC enforcement authority under Bylaw 23.2.1:
 - (a) Penalties for violations of roster limits;
 - (b) Penalties for violations of the student-athlete benefits cap;
 - (c) Penalties for violations of third-party NIL agreements; and/or
 - (d) Penalties for other bylaws established pursuant to the settlement agreement.

CSC Investigations: Standards, Procedures, and Cooperation Obligations



Institutions, student-athletes, and individuals/entities associated with institutions are required to cooperate fully with investigations in accordance with Bylaw 19.2.1, including by timely providing requested information.

- Failure to fully cooperate, as determined by the CSC, may be considered a separate rules violation and may subject a party to further disciplinary action.
- **Negotiated Resolution:** An enforcement matter may be resolved by mutual agreement of all parties, including the CEO of the CSC.
- The institution, involved individuals, and the CSC may submit a written agreement at any time after the conclusion of the CSC's investigation.

CSC Penalty Authority: Institutions and Athletics Personnel

If the CSC concludes that a violation of settlement-related rules occurred, the CSC CEO has sole authority to prescribe one or more of the following penalties:

- Competition limitations.
- Financial penalties — including fines, withholding of monetary distributions, or loss of postseason revenue sharing.
- Benefits cap restrictions — limitations on student-athletes who may receive revenue share payments during a specified period.
- Roster reductions, transfer reductions, scholarship reductions, and suspensions.
- Recruiting restrictions and public or private reprimands.

Failure to fully implement or adhere to a prescribed penalty may be considered a separate rules violation, subject to further disciplinary action.

How the CSC Determines the Severity of Penalties

Factors Leading to Higher Penalties (Bylaw 23.2.4.1):

- Premeditation or deliberate intent to violate rules; the nature and seriousness of the offense.
- Egregious, pervasive, or frequent misconduct; severity of harm caused or advantage gained in competition or recruiting.
- Intentional or blatant disregard for NCAA bylaws or CSC regulations, including the CSC's policy on cooperation; concealment or failure to voluntarily report violations.
- Failure to timely and appropriately remediate violations; failure to fully cooperate with an investigation.

Factors Leading to Lower Penalties (Bylaw 23.2.4.2):

- Prompt and voluntary self-disclosure of violations; full and prompt cooperation with investigations.
- Timely and appropriate remediation of violations; acknowledgement and acceptance of responsibility; self-imposed meaningful corrective measures or penalties.
- The adequacy and effectiveness of the institution's compliance program.

How the CSC Can Penalize Student-Athletes

If a NIL contract or payment is “not cleared,” by the CSC, the student-athlete may: (1) revise the deal and resubmit it to NIL Go; (2) cancel the deal and refund any impermissible compensation already received; or (3) appeal through a neutral arbitration process.

- If the student-athlete continues with the deal as submitted, CSC may declare a student-athlete ineligible for practice and/or competition.



The Neutral Arbitration Process: Rights, Procedures, Costs, and Finality

Who Can Contest a CSC Decision?

- A student-athlete or institution may contest CSC decisions using the neutral arbitration process.

Who Presides?

- A neutral arbitrator is appointed with the authority to resolve disputes regarding any decisions of or penalties prescribed by the CSC. Arbitrators' decisions shall be final and binding on the parties.

Timeline:

- The arbitrator has 45 days from the commencement of proceedings to reach a final, written decision.

Stay of Penalties During Arbitration:

- Penalties connected to violation(s) being contested will be paused during the arbitration process. Only the arbitrator may lift the stay of penalties for good cause.

Arbitrator's Powers:

- The arbitrator may order the production of documentation and call witnesses.

Arbitration: Representation, Costs, and Arbitrator Appointment

Right to Counsel:

- Student-athletes have the right to be represented by counsel of the student-athlete's choice.

Responsibility for Costs:

- An institution that elects to use the neutral arbitration process is responsible for paying the arbitrator's fees and expenses.
- An institution may pay for the attorney's fees and costs of a student-athlete's representation, which includes arbitrator's fees.

Arbitrator Selection:

- *House* Class Counsel and Defendants selected neutral arbitrators, whose decisions shall be final and binding. If Class Counsel and Defendants cannot agree on an arbitrator, they will choose the arbitrator under the alternate striking method from a list non-conflicted arbitrators to be provided by JAMS from its Sports Law Practice Group.

Arbitrator Term:

- Arbitrators shall serve a term of three (3) years, unless terminated earlier by agreement of Class Counsel and Defendants.

CSC and NIL Disputes – “Associated Entities”

- **CSC Arbitration involving University of Nebraska Football Student-Athletes:**
“Multimedia rights (MMR) Partners are Associated Entities.
- **April 20, 2026:** class counsel filed a motion asking the *House* Court for an order declaring:
 - (1) MMRs are not “Associated Entities or Individuals” as defined in the Injunctive Relief Settlement (IRS), and thus not reviewable by the CSC.
 - (2) Third-party brand sponsors are not “Associated Entities or Individuals” merely because a school was involved in arranging an NIL agreement between a sponsor and Class Member.
- **June 25, 2026:** Magistrate Judge denied the motion.
- **Aug. 4, 2026:** Judge Wilken upheld the decision.

Post-House Disputes

NCAA, CSC SCORE KEY WIN IN ASSOCIATED ENTITIES SPAT

BY MICHAEL MCCANN, DANIEL LIBIT

JUNE 25, 2026 4:33PM

CSC Approves Reworked \$7.5M Deals for Nebraska Student-Athletes

By [Callan G. Stein](#), [Michael S. Lowe](#) & [Christopher M. Brolley](#) on August 3, 2026

College
Sports
Commission

Story by **yahoo!sports**

Class-action lawsuit filed against NCAA, power conferences and College Sports Commission over House settlement

Ex-Football Stars Sue NCAA, Conferences For Lost NIL Pay

SPORTS

In NIL case, judge's decision about 'associated entities' will loom large in college spending

DOJ urges judge of House case to modify \$20.5M cap on school-athlete revenue sharing



The battle over how to in
DESIGN BY GRACE HUGHES, PHOTO



Ili (USC) and Mirer (Stanford) vs. NCAA & CSC



- **June 6, 2026, Complaint:** The *House* settlement violates California's NIL law – the Fair Pay to Play Act – and other state laws that prohibit restrictions on college athletes' ability to earn NIL Compensation.
- **Issues/Allegations:**
 - Whether the settlement's restrictions on NIL compensation are an antitrust violation; and
 - Whether the Settlement improperly preempts state NIL laws.
- **Next steps:** Sept. 11, 2026: deadline for Defendants to respond to the Complaint.

More NIL Disputes – Williams & Elliott v. NCAA

- **Who:** Current NFL players, Jameson Williams and Ezekiel Elliott filed separate suits against the NCAA and applicable conferences (Big Ten and SEC for Williams, Big Ten only for Elliott) alleging that the conferences continue to profit from players' NIL without compensating them for the use.
- **What:** Plaintiffs allege violations of:
 - Sherman Act and Cartwright Act (state antitrust law);
 - Unfair Practices Act; and
 - Lanham Act
- **Why/How:** Williams and Elliott's claims are outside the scope of *In re College Athlete NIL* ("House") class – (e.g., not part of the certified class and/or alleging violations of laws not addressed by the *House* Court, such as state laws.

Federal Regulations



Protect College Sports Act of 2026

Area	Core Provision
House Payments	New “retention fund” and a specific pool cap for women’s & nonrevenue sports; and adopt the House definition of Associated Entities.
Athlete Agents	Agent fees capped at five percent of endorsement contract value
Scholarships	Grants-in-aid cannot be revoked based on athletic performance, injury, or roster management
In-Season Coach Transfers	FBS coaches cannot leave their current employment and assume new coaching duties at a new school mid-season
Transfers	One penalty-free transfer; second transfer with one-year eligibility loss
Eligibility	Maximum of five calendar years of intercollegiate eligibility
Super Leagues	Conferences that report more than \$700 million in revenue capped at 19 members and limited realignment
Broadcasting	Antitrust exemption for joint media rights entity meeting statutory requirements
State Law Preemption	Federal law supersedes conflicting state NIL, transfer, and eligibility regulations
Employee Status	Act is neutral on student athlete employment status

New 4-Year Limit on F-1 Visas



Old “Duration of Status” Rule: international students (F-1 and J-1) could stay in the U.S. until they finish their program of study.

New rule: Effective Sept. 15, 2026

- **Fixed Admission Caps:** Nonimmigrant students (F visas) and exchange visitors (J visas) will be admitted for the length of their specific program, not to exceed four years.
- **Mandatory Federal Extensions:** Students must formally apply for an Extension of Stay (EOS) directly through U.S. Citizenship and Immigration Services (USCIS).
 - Those requesting extensions are subject to biometric vetting, background checks, and fraud screenings.
- **Reduced Departure Grace Period:** Reduced from 60 days to 30 days.
- **Program Change Restrictions:** Strict limitations on students’ ability to change their degree/major.

Questions

