

AP 5700 Intercollegiate Athletics

Chaffey College Athletics is a member of the California Community College Athletic Association (CCCAA) and is governed by the rules of the CCCAA constitution and bylaws. The college will provide an athletic program and kinesiology curriculum based on the most recent constitution and bylaws of CCCAA.

The program will be committed to nondiscrimination and providing equitable athletic opportunities, benefits, and resources available to all students. The commitment promotes an atmosphere within its athletic competition that is free from sexual harassment or discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.

An annual Equity in Athletics Disclosure (EADA Report) which provides information on Chaffey's intercollegiate athletics program will be submitted to the Department of Education by the Superintendent/President.

Name, Image, Likeness, and Athletic Reputation

The District will not prevent a student participating in intercollegiate athletics from either earning compensation as a result of the use of the student-athlete's name, image, likeness, or athletic reputation (collectively, "NIL"), or from obtaining professional representation by duly licensed athletic agents or attorneys. However, a student-athlete may not enter into a contract that provides compensation to the student-athlete for their NIL if the contract conflicts with a provision of this administrative procedure.

A. NIL Compensation, Agreements, and Implications

1. The District will not provide a prospective or current student-athlete with compensation in relation to the athlete's NIL. The Athletics Department, staff members, or boosters may not compensate or arrange compensation to prospective or current student-athletes for their NIL.
2. Student-athletes may earn compensation for their NIL from a third party, as long as such compensation:
 - a. is provided in exchange for services, activities, intellectual property, appearances, or other value actually provided by the student-athlete and
 - b. is NOT being provided in exchange for athletics performance.

Agreements related to such compensation are referred to as "NIL Agreements."



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3. Compensation associated with NIL may only occur for work actually performed. The student-athlete is responsible for ensuring compliance with this requirement.
 - a. Athletic performance may enhance the student-athlete's NIL value, but athletic performance may not be the sole consideration for NIL compensation.
 - b. NIL compensation must be commensurate with the fair market value of the goods, services, and/or money exchanged.
 - c. Examples of impermissible compensation:
 - \$100 payment to a soccer player for each goal scored
 - \$10,000 payment to a basketball student-athlete for Player of the Year award
 - Free use of a car or other goods without providing work/service in exchange for tangible items
4. Student-athletes may not enter into an NIL Agreement where that agreement's terms are in conflict with an existing or future Athletics contract with certain athletically-related industries, including but not limited to:
 - a. Athletic Apparel
 - b. Athletic Equipment
 - c. Sports Drinks and Beverages
5. Any Athletics contract entered into, modified or renewed on or after September 1, 2021 will not prevent a student-athlete from using their NIL for a commercial purpose when the athlete is not engaged in official team activities.
6. Student-athletes should consider other implications of NIL activities and compensation and seek appropriate guidance:
 - a. Pell Grant awards or need based financial aid could be impacted based on compensation earned from NIL activities. Those questions should be directed to the Financial Aid Office.



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- b. Any compensation for NIL activities may raise tax implications for student-athletes. Student-athletes should seek guidance from a licensed tax professional.
- c. International student-athletes should consult with government agencies and/or seek professional representation for guidance related to visa and tax implications of NIL activities to ensure such activities do not jeopardize visa status.

B. Disclosure and Review Requirements

1. A student-athlete who enters into a contract providing compensation for use of the student-athlete's NIL must disclose the contract to the Director of Athletics.
 - a. Student-athletes are required to disclose any and all NIL Agreements via the Name, Image, and Likeness Disclosure within the Spry mobile app. Disclosures should be submitted in advance of signing an NIL Agreement.
 - b. Student-athletes should provide any draft agreement to the Director of Athletics immediately and well in advance of competition in order to avoid potential eligibility issues.
 - c. Student-athletes should refrain from finalizing agreements until after the District has completed the review for conflicts and responded.
2. The District will review the draft agreement to determine if there are conflicts, including with existing Athletics contracts related to athletic activities and/or teams and respond, typically within five business days.
 - a. The District will review all NIL agreements for CCCAA and District compliance purposes only. Until the review is complete, Athletics makes no representations as to the NIL activity's impact on the student-athlete's CCCAA eligibility.
 - b. If there is a conflict, the District will identify the conflicting provisions and the Director of Athletics will notify the student-athlete, or the student-athlete's legal representative, if any, so that the student-athlete may try to negotiate a revision of the opportunity or contract to avoid the conflict. If revisions continue to violate these requirements, the student-athlete may



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not contract with the third party. Any revision is subject to additional review by the District.

C. Restrictions

1. Student-athletes may not use their NIL to promote gambling, alcohol products, tobacco products, adult entertainment, substances banned by the NCAA, or products or services that are illegal or not consistent with the District's mission and policies.
2. Student-athletes may not engage in NIL activities during required team activities or while representing the District in any capacity, including during countable athletically related activities, Athletics Department promotional activities, or travel related to athletics competition. Student-athletes may not miss class or any portion of a class to participate in NIL activities.

Examples of times when a student-athlete may not engage in NIL activities:

- a. During practice times
 - b. During competition
 - c. At any time during travel for an away competition
 - d. During team promotional/fundraising activities
 - e. During class or other academic expectations
3. Student-athletes are not permitted to sell or trade any equipment, apparel, awards or complimentary admissions provided to them by Athletics at any time, including as part of NIL activities.
 4. Student-athletes may not use Chaffey Community College District or Athletics Department marks, trademarks, or logos in connection with NIL activities without prior written permission of the Dean of Athletics. Any proposed use of protected marks must be requested through the disclosure process before the activity occurs. Use of marks will not be approved for use with an outside company unless the company is a sponsor.
 5. The use of Athletics Department facilities for NIL activities will require approval in advance and will involve location agreements, including liability forms and



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applicable rental fees. Rental and liability agreements will be coordinated with Athletics Facilities.

6. Filming or recording on campus will require approval in advance from the Marketing and Public Relations Office. The process for obtaining approval will be provided upon request by the Director of Athletics.

D. Student-Athlete Representation

1. Student-athletes may secure representation (licensed California agent or California lawyer), ONLY for NIL purposes and NOT for future professional athlete contract negotiations, consistent with NCAA bylaws and state law.
2. An agent representing a student-athlete for purposes of securing compensation for their NIL must be licensed in the state of California.
3. An attorney representing a student-athlete for purposes of securing compensation for their NIL must be a licensed member of the State Bar of California.

Also see BP/AP 4300 titled Field Trips and Excursions.

References: Education Code Sections 66271.6, 66271.8, 67360 et seq., 67456, and 78223;
20 U.S. Code Sections 1681 et seq.;
California Community College Athletic Association (CCCAA) Constitution and CCCAA Bylaws

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(Replaces former Administrative Procedure 5.2.1)

Revised: 5/16/23, 7/18/24