

Form Name: NJCAA Committee Proposal Submission Form
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NJCAA Committee Proposal Submission Form

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Submitting Committee Eligibility

Proposal Title/Topic Amateur Status/Compensation and Employment

Type of Proposal Bylaw Change

Proposed Effective Date of Proposal August 1, 2026

Rationale for Proposal

Express or implied permission to use Name, Image, and Likeness (NIL) would constitute a contract. Generally, express or implied permission exists where the student-athlete expressly agreed to NIL use or reasonably should have known use was going to occur. A student-athlete cannot prevent others from using their NIL rights without approval, though they may seek legal remedies to address the issue after the fact. The NJCAA sanctioning a student-athlete for another individual or employer's unauthorized use of their NIL is not a legally defensible (or sensible) position to take.

Recommendation strikes D.3.a.iii.

Please specify the NJCAA Handbook section(s) affected

Article V, Section 4.D.1.a.iii

Current NJCAA Handbook Language

D. Compensation and Employment:
1. Criteria Governing Compensation to Student-Athletes
a. Compensation for any work performed may be paid to a student-athlete:
i. Only for work actually performed;
ii. At a rate commensurate with the going rate in that locality for similar services;
iii. In instances where the student-athlete does not have a contract or agreement (oral or written) for name, image and likeness activities, an employer shall not use the athletics reputation of a student-athlete employee to promote the sale of the employer's product or services.

**Proposed NJCAA Handbook
Language**

- D. Compensation and Employment:
- 3. Criteria Governing Compensation to Student-Athletes
 - a. Compensation for any work performed may be paid to a student-athlete:
 - i. Only for work actually performed;
 - ii. At a rate commensurate with the going rate in that locality for similar services;
 - iii. In instances where the student-athlete does not have a contract or agreement (oral or written) for name, image and likeness activities, an employer shall not use the athletics reputation of a student-athlete employee to promote the sale of the employer's product or services.

**Please attach any supporting
documentation here. (Optional)**

<https://njcaa.formstack.com/admin/download/file/19293916194>

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SUBMITTED BY: NJCAA Eligibility Committee

RATIONALE

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Recommendation strikes D.3.a.iii.

CURRENT

D. Compensation and Employment:

1. Criteria Governing Compensation to Student-Athletes

- a. Compensation for any work performed may be paid to a student-athlete:
 - i. Only for work actually performed;
 - ii. At a rate commensurate with the going rate in that locality for similar services;
 - iii. In instances where the student-athlete does not have a contract or agreement (oral or written) for name, image and likeness activities, an employer shall not use the athletics reputation of a student-athlete employee to promote the sale of the employer's product or services.

RECOMMENDATION

D. Compensation and Employment:

3. Criteria Governing Compensation to Student-Athletes

- a. Compensation for any work performed may be paid to a student-athlete:
 - i. Only for work actually performed;
 - ii. At a rate commensurate with the going rate in that locality for similar services;
 - iii. ~~In instances where the student-athlete does not have a contract or agreement (oral or written) for name, image and likeness activities, an employer shall not use the athletics reputation of a student-athlete employee to promote the sale of the employer's product or services.~~

APPROVED

NJCAA Eligibility Committee, January 9, 2026

EFFECTIVE DATE

August 1, 2026