



POLICY #37000

TIGERNIL STUDENT-ATHLETE REVENUE SHARING POLICY

Effective Date: September 23, 2025

Responsible Office: Intercollegiate Athletics & Finance

Division: President

I. PURPOSE

This policy establishes the rules and procedures governing the distribution of revenue-sharing funds to student-athletes at Grambling State University (“GSU” or “University”) which is also referred to as TIGERNIL. It ensures full compliance with the National Collegiate Athletic Association (“NCAA”), Southwestern Athletic Conference (“SWAC”), and applicable state and federal laws while safeguarding the integrity of GSU’s athletics programs.

II. STATEMENT OF POLICY

- A. GSU will administer a student-athlete revenue-sharing program (“TIGERNIL”) in accordance with NCAA, SWAC, and applicable laws. Distribution of funds will be limited to sports and student-athletes participating in programs that meet GSU’s revenue-generation thresholds. Participation in TIGERNIL is not guaranteed and may vary by sport, year, or funding availability. Sports not designated as revenue-generating have the opportunity to participate in revenue sharing payments when donations from outside entities or third-party organizations direct funding to that specific sport for the purpose of revenue sharing as approved by GSU.
- B. GSU retains sole discretion over the determination and distribution of revenue-sharing payments to student-athletes, in accordance with applicable NCAA, conference, and institutional policies.
- C. All student-athletes receiving revenue-sharing payments are required to complete mandatory compliance training on NCAA, conference, and institutional policies prior to participation in TIGERNIL. Participation in annual training sessions covering revenue-sharing policies, tax obligations, and compliance requirements is mandatory for all eligible student-athletes. Student-athletes must successfully complete these designated education programs to remain eligible for revenue-sharing distributions.

III. DEFINITIONS

- a. **Revenue Sharing:** The distribution of a portion of institutionally generated athletics revenues to eligible student-athletes in approved sports.

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- b. **Revenue-Generating Sport:** Football, Men's Basketball, and Women's Basketball.
- c. **Non-Revenue Generating Sport:** Cross-country, volleyball, soccer, bowling, indoor track, baseball, softball, tennis and outdoor track.
- d. **Eligible Student-Athlete:** A student-athlete who meets NCAA, SWAC, and GSU eligibility criteria and participates in a designated revenue-generating sport.
- e. **Distribution Period:** The timeframe in which revenue-sharing payments are disbursed, typically designated in the individual revenue sharing agreement.
- f. **Distribution Schedule:** The distribution schedule is the first Friday of the month as designated based on the season of the sport.

| FALL SPORT | WINTER SPORT | SPRING SPORT |
|---|--|-------------------------------------|
| <i>OCTOBER, NOVEMBER DECEMBER</i> | <i>NOVEMBER, JANUARY MARCH</i> | <i>FEBRUARY MARCH APRIL</i> |
| CROSS COUNTRY | MEN'S BASKETBALL | BASEBALL |
| VOLLEYBALL | WOMEN'S BASKETBALL | SOFTBALL |
| WOMEN'S SOCCER | BOWLING | TENNIS |
| FOOTBALL | INDOOR TRACK | OUTDOOR TRACK |

- g. **Athletic Season** shall mean, with respect to a particular sport, that segment of an academic year designated by NCAA as the official season for competition, during which intercollegiate contests, games, or matches may be conducted under NCAA Bylaws. For purposes of this definition, "Athletic Season" shall exclude preseason practice, off-season training, conditioning periods, and any other non-competition activities, except to the extent such activities are expressly included within the NCAA-defined championship or competition segment. For sports with championship and non-championship segments, only the championship segment will be designated as an "Athletic Season" for the purposes of this agreement.
- h. **Eligibility Period** shall mean the finite time span, as determined by the NCAA, typically five (5) academic years from the date of a student-athlete's initial full-time collegiate enrollment, during which the student-athlete may engage in intercollegiate competition in a particular sport. The Eligibility Period shall be measured and applied in accordance with the NCAA Bylaws in effect at the time of participation and may be modified, extended, or otherwise updated by the NCAA from time to time, including but not limited

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to circumstances involving redshirt seasons, medical hardship waivers, or other exceptions recognized under NCAA legislation.

- i. **Minimum Academic Standards** shall mean the ongoing academic criteria established under NCAA Bylaw 14, as supplemented by institutional and conference policy, which a student-athlete must satisfy after initial full-time collegiate enrollment to remain eligible for practice, competition, and financial aid. Such standards shall include, without limitation, (i) maintenance of satisfactory progress toward a baccalaureate degree as defined by the institution and the NCAA, (ii) fulfillment of credit-hour and grade-point average benchmarks at the conclusion of each term or academic year, and (iii) compliance with any additional academic metrics prescribed by the NCAA, the applicable athletics conference, or the institution.
- j. **Name, Image, and Likeness (NIL) Arrangements** shall mean any agreement, contract, endorsement, sponsorship, appearance, representation, or other commercial activity entered into by a student-athlete, or on the student-athlete's behalf, whereby the student-athlete receives, or has the right to receive, compensation, remuneration, or other consideration in exchange for the use of the student-athlete's name, image, likeness, or personal attributes. Such compensation or consideration may include, without limitation, (i) direct monetary payments; (ii) non-cash benefits or tangible items of value (including, but not limited to, goods, services, discounts, equipment, or in-kind exchanges); and (iii) equity interests, deferred benefits, or other nontraditional forms of compensation. All NIL Arrangements shall be (a) fully disclosed by the student-athlete to the institution no later than seven (7) calendar days before the effective date of the NIL Arrangement in the manner and timeframe prescribed by the institution, its athletics conference, and/or the NCAA; (b) subject to applicable NCAA, conference, institutional, and state laws or policies prohibiting pay-for-play and impermissible recruiting inducements; and (c) governed by the NCAA's interim and future policies, as may be amended, supplemented, or otherwise modified by the NCAA from time to time.
- k. **Morals Clause** shall include but is not limited to the following:
 1. **Standard of Conduct.** The student-athlete shall conduct himself/herself in a manner consistent with the values, mission, and policies of GSU, the SWAC, and the NCAA, and shall refrain from conduct that is unlawful or reasonably likely to bring disrepute, contempt, scandal, or ridicule upon the student-athlete, the Institution, the SWAC, or the NCAA, or that would offend generally accepted community standards.
 2. **Alignment with GSU Policies.** The student-athlete shall comply with the behavioral standards, rules, and regulations set forth in the Grambling State University Student Handbook and Code of Student Conduct, as well as applicable local, state, and federal law.
 3. **Prohibited Conduct.** Prohibited conduct includes, but is not limited to:

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- a. Use, possession, or distribution of illegal drugs or misuse of alcohol in violation of university policy or law;
 - b. Sexual misconduct or other non-consensual sexual behavior;
 - c. Illegal gambling;
 - d. Felonious conduct or commission of any crime of moral turpitude;
 - e. Using or authorizing use of the student-athlete's Name, Image, and Likeness (NIL) in connection with any of the foregoing or any other prohibited category under institutional or NCAA policy.
4. **Institutional Response.** In the event of a violation of this Clause, the Institution will follow the disciplinary processes outlined in the Grambling State University Code of Student Conduct. Sanctions may include educational programming, counseling, probation, or suspension from specific activities, with suspension or termination from the team or loss of benefits reserved for serious or repeated violations.
5. **Notification and Self-Reporting.** The student-athlete shall notify the Institution and the Office of Student Conduct in writing within **seven (7) calendar days** of learning of any incident, allegation, charge (criminal or institutional), or other potential violation of this Clause.
6. **Updates and Continuity.** The student-athlete acknowledges that Grambling State University's Student Handbook and related policies may be amended from time to time and agrees to abide by the version in effect at the time of any conduct subject to review.
1. **Minor Violations** include, but are not limited to:
 1. **Attendance or Punctuality Failures:** Missing or arriving late to:
 - a) Team meetings
 - b) Film sessions
 - c) Strength & conditioning sessions
 - d) Rehabilitation or treatment appointments
 - e) Tutor appointments
 - f) Study hall sessions
 - g) Advising appointments
 - h) Scheduled classes
 - i) Class registration
 2. **Uniform or Apparel Infractions:** Wearing improper or non-approved apparel during team activities, including, but not limited to, non-Adidas apparel during team-sanctioned events, practices, or travel.
- m. **Academic Violations:** Includes final course grades of D or F, course withdrawals ("W"), or dropping below minimum GPA required for eligibility.
- n. **Serious Misconduct** includes, but is not limited to, violations outlined in the Grambling State University Code of Student Conduct, including:
 1. **Criminal Behavior:** Violations of local, state, or federal law, including theft, assault, drug-related offenses, or weapons possession.

2. **Violations of University Policies:** Breaches of the Code of Student Conduct, Residential Life Handbook, or GSU Catalog.
3. **Disruptive Behavior:** Conduct that significantly disrupts the academic or administrative processes of the University.
4. **Substance Abuse:** Use, possession, or distribution of illegal drugs or controlled substances on University property or at University-sponsored events.
5. **Sexual Misconduct:** Sexual harassment, assault, or misconduct as defined by the University's Sexual Misconduct Policy.
6. **Hazing:** Acts endangering mental or physical health for initiation or admission into any student organization, team, or group.
7. **Aggressive Behavior:** Intimidation, threats, abuse, or conduct creating fear, bodily harm, or property damage.

Note: Serious Misconduct may result in suspension, expulsion, or other disciplinary actions by the University.

- o. **Other Violations:** shall include but are not limited to Loss of Good Standing, Suspensions, NCAA violations, or withdrawal from the Institution or Team.
- p. **Fine Schedule** shall include but is not limited to below:

| Triggering Event | Fine (% of Gross Revenue Share) | Notes |
|--|---------------------------------|---|
| Minor Violations – First Offense | 1% – 3% | Determined by Head Coach / Compliance Office |
| Minor Violations – Repeated Offenses | 5% – 10% | Escalated if same conduct recurs within the same season |
| Academic Deficiency (GPA below eligibility threshold) | 5% – 15% | Based on severity and duration |
| Final Course Grade of “D” | 5% per D grade | Per academic term; capped at 20% per academic term |
| Final Course Grade of “F” | 10% per F grade | Per academic term; capped at 30% per academic term |
| Course Withdrawal (“W”) After Drop/Add Period | 5% per W | Per academic term; capped at 20% per academic term |
| Loss of Good Standing (disciplinary probation, code of conduct breach, but not dismissal) | 10% – 25% | Reviewable by Athletic Department |
| Suspension from Competition (team or | 25% – 50% | Applied per suspended event/period |

| Triggering Event | Fine (% of Gross Revenue Share) | Notes |
|--|--|--|
| NCAA-imposed suspension) | | |
| Withdrawal from Institution or Team (voluntary or involuntary) | Forfeiture of 100% of unpaid revenue share | May require pro-rata calculation for partially completed seasons |
| Serious Misconduct or NCAA Violation (major infractions, criminal activity, doping, impermissible benefits) | Forfeiture of 100% of unpaid and future revenue share; repayment clause may be triggered | Subject to institutional review and NCAA rules |

q. **Additional Fine Structure Definitions & Provisions:**

1. **Progressive Discipline:** Fines escalate for repeated violations within the same academic year.
2. **Grade-Based Fines:** Deductions apply at the end of each academic term based on final posted grades. Fines based on summer grades will be assessed on the first payment of the agreement.
3. **Notice & Cure:** Athlete receives written notice of violation and has a short period to remedy (if applicable) before fines are assessed.
4. **Appeal Rights:** Athlete may appeal fines to a designated panel (e.g., Compliance Office + Legal Counsel).
5. **Automatic Offsets:** All fines are deducted at source from future revenue share distributions.

- r. **Revenue-Sharing Agreement:** The formal written arrangement between GSU and its student-athletes that outlines the terms and conditions under which student-athletes receive a portion of revenues generated from collegiate athletic programs, events, or related commercial activities. Student-Athlete TIGERNIL agreements shall specify the manner, timing, and amounts of revenue distribution, while ensuring compliance with applicable rules and regulations, including NCAA, SWAC policies and conference guidelines. It also clarifies that such revenue sharing is a form of permissible financial support and does not create an employer-employee relationship between the student-athlete and the institution in accordance with this policy. TIGERNIL agreements are confidential student educational records.

IV. APPLICABILITY

This policy applies to student-athletes at GSU who participate in NCAA-recognized sports designated as eligible for revenue sharing by the University and NCAA Bylaws. It does not extend to sports, teams, or activities not identified as revenue-generating under the University's criteria.

V. ELIGIBILITY CRITERIA

To receive revenue-sharing funds, a student-athlete must:

1. Be enrolled full-time at GSU during the distribution period.
2. Maintain good academic standing as defined by the University and the NCAA.
3. Be listed as an academically and athletically eligible participant on the official roster of a sport designated as revenue-generating.
4. Comply fully with NCAA, SWAC, and institutional codes of conduct, amateurism rules, and financial aid regulations.

VI. TERMINATION TRIGGERS

GSU reserves the right to terminate or withhold revenue-sharing payments under the following circumstances:

1. Graduation of the student-athlete.
2. Exhaustion of the NCAA eligibility period.
3. Serious misconduct or violation of the University's student-athlete code of conduct.
4. Violation of customary "morals clause" obligations.
5. Violations of GSU, SWAC, or NCAA rules or regulations.
6. Failure to maintain minimum academic grade requirements as defined by GSU and the NCAA.
7. Failure to maintain the minimum required credit hours for full-time status as defined by the University and the NCAA.
8. Withdrawal from GSU and/or the team.
9. GSU discontinues the student-athlete's sport.
10. Provision of written notice of intent to transfer or entry into the NCAA Transfer Portal.

Revenue-sharing payments will cease immediately upon the effective date of any termination trigger listed above.

VII. NON-EMPLOYMENT STATUS OF STUDENT-ATHLETE

- A. Participation in TIGERNIL Student-Athlete Revenue Sharing Policy does not establish an employment relationship between the student-athlete and GSU, the NCAA, the SWAC, or any affiliated entity.
- B. In accordance with NCAA rules and SWAC policies, student-athletes are considered students first and foremost, and their participation in intercollegiate athletics is an educational and extracurricular activity, not employment. Any revenue received under this policy is provided as an educationally related benefit or form of permissible financial support consistent with NCAA and SWAC regulations. Specifically:
 1. Revenue sharing does not classify the student-athlete as an employee under federal, state, or institutional law.

2. Student-athletes receiving revenue under this policy **are** not entitled to employee wages, benefits, or protections, including those under the Fair Labor Standards Act (FLSA), the National Labor Relations Act (NLRA), or state labor codes.
 3. This policy is designed to remain in full compliance with NCAA amateurism standards, NIL (Name, Image, and Likeness) rules, and any applicable SWAC governance.
- C. GSU affirms that the primary purpose of the student-athlete's role is academic and developmental. Revenue-sharing mechanisms are not compensation for athletic performance, but rather recognition of the evolving landscape of collegiate athletics and student-athlete rights within permissible regulatory frameworks.

VIII. PAYMENT & TAXATION

1. Payments will be made fixed equal payments based on the student-athletes sport season.
2. Payments may constitute taxable income; student-athletes are solely responsible for reporting and paying any applicable taxes. It is the responsibility of each student-athlete to comply with all tax laws and obligations related to income earned through the revenue-sharing program.
3. Payments are independent of NIL arrangements and will not affect institutional financial aid except as required by federal or state law.

IX. COMPLIANCE OVERSIGHT

The Athletics Compliance Office will oversee the implementation, administration, and ongoing monitoring of the revenue-sharing program to ensure full compliance with all governing rules and policies, including those set forth by the NCAA, the Southwestern Athletic Conference (SWAC), and the institution.

Key responsibilities of the Athletics Compliance Office include:

1. Policy Alignment: Ensuring the revenue-sharing framework aligns with NCAA bylaws related to student-athlete compensation, name/image/likeness (NIL), and amateurism standards.
2. Pre-Approval Processes: Reviewing and approving all revenue-sharing agreements or distributions to confirm compliance prior to execution.
3. Ongoing Monitoring: Conducting regular reviews and audits of revenue-sharing activities to detect and prevent non-compliance.
4. Education and Training: Providing annual and as-needed training to student-athletes, coaches, and administrative staff on revenue-sharing compliance requirements.

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5. Reporting and Enforcement: Investigating any alleged violations and coordinating appropriate reporting to NCAA or SWAC offices as required.
6. Recordkeeping: Maintaining detailed records of all transactions, agreements, and correspondence related to the program.

The Athletics Compliance Office will collaborate with other institutional units at the university to ensure a transparent, accountable, and equitable revenue-sharing process.

X. REVENUE SHARE REDUCTIONS, SUSPENSIONS, AND RELATED CHARGES

- A. Student-Athletes are expected to behave with respect for GSU, themselves, and others. As an institution of higher education, GSU is committed to fostering personal and professional development through mandatory training and education. When a student-athlete fails to meet the obligations to their team, the department, or the University, they will be held accountable through the department's implementation of revenue share reductions, suspensions, and athletics charges.
- B. Student-athletes will be notified VIA email. This initial email will notify the student-athlete of the anticipated charge/reduction/suspension and the appeals process. A follow-up email will provide the student-athlete with access to the Charge/Reduction/ Suspension Notification and Appeals Form. The form specifies the activity; date; amount of the associated charge/reduction/suspension; terms of the suspension, if applicable; and launches the appeals workflow.

XI. APPEALS

- A. Student-athletes will have an opportunity to appeal charges. Through the appeals process, they will receive an email notification indicating the behavior which triggered the charge/reduction/suspension and will have an opportunity to appeal the decision. This written appeals process constitutes a hearing for NCAA purposes and does not include charges assessed for missed tutor or learning specialist appointments. For all other assessed charges, payment reductions, and revenue share agreement or payment suspensions, appeals will only be considered if submitted through the established Teamworks workflow process and will not include direct, third-party communications from attorneys, representatives/agents, parents, advisors, etc. The appeals process is triggered when the student-athlete receives an email with the subject line: "ACTION REQUIRED: Charge/Reduction/Suspension Notification".
- B. Student-Athletes will have seven calendar days to complete and submit the appeals form through the Teamworks workflow. Failure to submit an

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appeal will automatically result in the application of the previously identified charge/reduction/suspension. The appeals committee will have seven calendar days to render a decision. If the appeal is denied, the charge/reduction will be added to the student-athlete's University account or withheld from the next payment. Revenue share payment and agreement suspensions will be implemented immediately upon issuance of the appeals committee's decision. All decisions of the appeals committee are final. Please note that charges/reductions accumulate throughout the academic year and reset at the end of each academic year. (e.g. spring semester).

XII. ACCREDITATION

GSU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate, baccalaureate, master's, and doctorate degrees. GSU also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of GSU may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

XIII. POLICY REVIEW

This policy will be reviewed annually by the following divisions: Intercollegiate Athletics, Finance, University Compliance and the Office of the Vice President of Administration & Business Affairs. to ensure continued compliance with NCAA, SWAC, state/federal law, and institutional priorities.

XIV. REVISION/REVIEWED