

CHAPTER 5 - STUDENTS

Name, Image, and Likeness (NIL)

5.801

The Sarasota County School Board recognizes the importance of maintaining amateurism in high school athletics. Compliance with this policy does not ensure maintenance of eligibility under the eligibility standards of other athletic organizations, such as, but not limited to, the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletics (NAIA), National Junior College Athletic Association (NJCAA), or the governing body for a particular sport. Student-athletes are encouraged to communicate with those organizations to ensure any activity associated with Name, Image, and Likeness (NIL) complies with eligibility standards. Student-athletes and their families are encouraged to seek legal counsel and tax advice when considering NIL activity.

- I. **Name, Image, and Likeness (NIL):** A student-athlete may profit from the use of their own name, image, and likeness, subject to compliance with this policy and Florida High School Athletic Association (FHSAA) bylaws. Permissible activities include, but are not limited to, commercial endorsements, promotional activities, social media presence, product, or service advertisements.
- II. **Name, Image, and Likeness Agreement:** An NIL agreement is a fully executed, written contract that allows for student-athletes to profit from or be compensated for promoting, partnering, or representing an approved FHSAA organization. An NIL agreement is limited to a student-athlete's high school period of athletic eligibility and shall not extend beyond a student-athlete's high school graduation date.
- III. **Use of School, District, or FHSAA Markings:** Student-athletes are prohibited from making any reference to and will not otherwise use or authorize others to use the uniforms, logos, mascots, insignia, or identifying marks of the Sarasota County School District, a District school, the FHSAA, any other member school event, game, or championship while engaging in any NIL activity. Student-athletes shall be prohibited from monetizing their name, image, and likeness with the use of their school's uniform, equipment, logo, name, proprietary patents, products, and/or copyrights associated with a District school either in public, print, or on social media platforms, unless granted authorization by prior written consent of the Superintendent or designee.
 - a. Student-athletes may not endorse or promote any third-party entities, goods, or services during school/district-sponsored activities or FHSAA activities.
 - b. Student-athletes may not reference school, district, or FHSAA accolades, activities, or championships in NIL activities for which they are compensated.

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- IV. **Prohibited NIL Engagements:** Student-athletes are prohibited from engaging in any NIL activities involving the following categories of products and services:
- a. Adult entertainment products and services;
 - b. Alcohol, Tobacco, vaping, and nicotine products;
 - c. Cannabis products;
 - d. Controlled substances;
 - e. Prescription pharmaceuticals;
 - f. Gambling, including sports betting, the lottery, and betting in connection with video games, on-line games, and mobile devices;
 - g. Weapons, firearms, and ammunition; and
 - h. NIL Collectives.
- V. **Representative of a School's Athletic Interest:** No school or district employee, athletic department, staff member, or representative of a school's athletic interests, including athletic boosters and booster clubs, may form, direct, offer, provide, or otherwise engage in any activity outlined in this Policy or FHSAA Bylaw 9.9.
- VI. **NIL and Recruiting:** NIL activities shall not be used to pressure, urge, or entice a student-athlete to attend a school for the purpose of participating in interscholastic athletics. An NIL agreement shall not be used as a guise for athletic recruiting.
- VII. **Student Transfers:** A student-athlete who transfers in season from one FHSAA member school to another shall be prohibited from securing an NIL Agreement that season, unless he/she meets one of the provisions outlined in FHSAA bylaw 9.3.2.2
- VIII. **NIL Collectives:** NIL Collectives include, but are not limited to, groups, organizations, or cooperative enterprises that exist to collect funds from donors, individuals, or businesses to:
- a. help facilitate NIL deals for student-athletes;
 - b. facilitate payments to or transfer funds to student;
 - c. create ways for athletes to monetize their NIL;
 - d. otherwise promote NIL for schools or student-athletes.

NIL Collectives shall not include school sanctioned team fundraising.

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- IX. **Violations:** Any violation by a student-athlete may result in escalating sanctions, as stipulated by the FHSAA:
- a. For a first offense, the student-athlete shall receive a formal warning. If applicable, the student-athlete shall immediately terminate/modify the NIL agreement, remove any advertisement, promotional activity, or endorsement, and return any awards, gifts, or other compensation.
 - b. For a second offense, the student-athlete shall be ineligible to compete in any District or FHSAA member school interscholastic athletics, in any sport, for a period of one year from the date of discovery.
 - c. For a third offense, the student-athlete will be ineligible to compete in any District or FHSAA member school interscholastic athletics in any sport for the duration of the student-athlete's high school career.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

FHSAA Bylaw 9.9

HISTORY:

**ADOPTED:
REVISION DATE(S):
FORMERLY: NEW**