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A STUDY OF DIVISION I ASSISTANT FOOTBALL AND MEN'S BASKETBALL COACHES' CONTRACTS

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&

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I. INTRODUCTION

Collegiate athletics has become big business in America, generating billions of dollars each year. Division I-A¹ football and men's basketball are among the most popular sports in America, and they are the revenue generators in collegiate athletics. Central Broadcasting Systems (CBS) and the National Collegiate Athletic Association (NCAA) are currently under an eleven-year, \$6 billion contract for the television broadcast rights for the NCAA Men's Basketball Tournament.² Fox is paying \$330 million for the right to broadcast the Fiesta, Sugar, and Orange Bowls from 2007-2010 and the right to broadcast the college football national championship games from 2007-2009.³

With so much money spent on collegiate football and men's basketball, it appears that successful programs in these sports offer universities an opportunity to generate significant revenue. The collegiate athletic programs

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This article and its related study are dedicated to the fine work of Merritt J. Norvell, Jr., Ph.D. and the NCAA Coaching Academy, which is held annually and strives for diversity and excellence in college coaching.

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1. The terms "Division I" and "Division I-A" will be used interchangeably in this article. Division I-A refers to the top division in collegiate football; whereas, Division I is the top division in collegiate basketball. There is no Division I-A in collegiate basketball.

2. Steve Wieberg, *When NCAA Games Are on the Line, so Are Big Bucks*, USA TODAY, Mar. 21, 2006, at 1C.

3. Larry Stewart, *Fox Lands BCS Deal for \$330 Million*, L.A. TIMES, Nov. 23, 2004, at D4.

that generate the most revenue are usually those with powerhouse football programs. In 2005-2006, the five schools generating the most revenue were Ohio State, Texas, Virginia, Michigan, and Florida, in that order.⁴ However, it is debatable whether winning programs really earn universities more money or provide them with other tangible benefits. As of 2001, only 40 of 117 Division I athletic programs reported that their athletic departments were self-sufficient.⁵ Regardless, every school strives for successful programs, and in recent years, most Division I schools have significantly increased their athletic spending as they attempt to achieve success. From 1995-2001, spending on Division I intercollegiate athletics increased about twenty-five percent, while general university spending increased only about ten percent after inflation.⁶

The heart of any successful collegiate athletic program is good coaching. In order to create and maintain winning athletic programs, schools need the best coaches they can hire. Coaches are vital to the success of the athletic program in every aspect. They are responsible for coaching the team and ensuring the success of the student-athletes on and off the field. The coaches also recruit the athletes, and the talent of the recruited athletes obviously has a direct correlation to the on-field success of an athletic program.

Head coaches receive most of the credit and criticism for the success of an athletic program or the lack thereof. Head coaches are the face of each athletic program, and they are well compensated for the high-pressure and high-profile positions they hold. Numerous Division I football and men's basketball coaches earn over \$1 million per year. For example, some of the top earning men's basketball coaches include Florida's Billy Donovan, Marquette's Tom Crean, and North Carolina's Roy Williams, who make approximately \$3.5, \$1.65, and \$1.6 million per year respectively.⁷ In college football, salaries are even higher with at least fourteen head coaches making \$2 million or more per year, including four coaches who earn over \$3 million per year.⁸ College football coaches' salaries recently reached a new plateau with Nick Saban

4. *College Athletic Programs Ranked by Revenue*, SPORTS BUS. J., June 4, 2007, at 18.

5. MaryJo Sylwester & Tom Witosky, *Athletic Spending Grows as Academic Funds Dry Up*, USA TODAY, Feb. 18, 2004, available at http://www.usatoday.com/sports/college/2004-02-18-athletic-spending-cover_x.htm.

6. *Id.*

7. Andy Katz, *Donovan, Magic Work Out End of Fleeting Relationship*, ESPN.COM, June 7, 2007, <http://sports.espn.go.com/nba/news/story?id=2895999>; Robbi Pickeral, *\$2M Question: Where Does Cash Come From?*, NEWS & OBSERVER (Raleigh, N.C.), Apr. 12, 2006, at C1; Todd Rosiak, *Crean Gets Extension: He'll Guide Eagles Through 2016-'17*, MILWAUKEE J. SENTINEL, Sept. 20, 2006, at C1.

8. Bill Vilona, *Alabama's \$32 Million Man*, PENSACOLA NEWS J., Jan. 4, 2007, at 1A; *Highest Earning College Football Coaches of 2006-07*, COLLEGESPORTSREPORT.COM, Sept. 3, 2006, http://www.dopke.com/Archives_Pages/Coaching_Changes?DIACoachesComp2006.htm.

agreeing to a contract with the University of Alabama that will pay him \$4 million per year.⁹ Some of the other highest paid football coaches include Urban Meyer (\$2 million), Tommy Tuberville (\$2.231 million), and Steve Spurrier (\$1.75 million).¹⁰ However, it is important to remember that these salary figures include the coaches' entire compensation "package," which is further defined in Section III of this article. In addition to base salary, the package includes fringe benefits, outside income opportunities, and various perquisites. In addition to their lucrative contracts, head coaches also usually have lengthy contracts that provide them many legal protections.

While a head coach is the centerpiece of an athletic program, assistant coaches are also critical to the success of the program. Assistants perform numerous functions. For example, West Virginia assistant football coach Jeffrey Casteel's contract provides a list of ten duties, which includes coaching, budget administration, travel coordination, recruiting, media interviews, marketing of the football program, student-athlete discipline, tracking student-athlete academic progress, and compliance with NCAA, conference, and university rules.¹¹ Head coaches need competent assistants whom they can trust. Without quality work from top-notch assistants, athletic programs cannot be successful.

In recent years, there has been increased recognition of the importance of good assistant coaches. Pay to assistants has increased, and many assistants are now given written contracts that provide them some legal protections. However, many assistants still do not receive the recognition and protection they deserve. Their skills are crucial for the athletic program and the university as a whole, yet many do not receive adequate legal protections. Many assistants are highly paid employees in a volatile industry, and therefore, they should have written employment contracts that provide sufficient legal protection. Even those assistants who are not highly paid should receive a written employment contract because the continuity of their jobs is still very uncertain.

This article will identify the current legal rights and contract protections of Division I-A football and men's basketball assistant coaches regarding many important aspects of their employment, including compensation, perquisites, incentives, outside income, form of contracts, term of contracts, and termination provisions. This article will also explain what changes should be made to improve the legal rights and contract protections of assistant coaches.

9. Vilona, *supra* note 8.

10. *Highest Earning College Football Coaches of 2006-07*, *supra* note 8.

11. EMPLOYMENT CONTRACT BETWEEN WEST VIRGINIA UNIVERSITY AND JEFFREY A. CASTEEL (June 30, 2005).

Finally, this article will illustrate why all assistant coaches should have written contracts that resemble the written contracts usually given to head coaches.

The information in this article was derived from a study of assistant coaches' contracts. The contracts and other information used for the study were received through public universities' responses to open record requests. Open record requests can be made for any government documents that are available for public review. Because coaches at public state universities are state employees, their contracts are available for review through open record requests. Generally, contracts for coaches at private schools are not available for public review. Therefore, all of the contracts included in this study are from public universities.

The information came from fifty-three schools representing ten of the eleven conferences with Division I-A football and men's basketball.¹² All of the schools included in the study compete in football and men's basketball at the Division I-A level. Most schools provided information for both sports; however, some did not. Additionally, some schools do not have written employment contracts for some or all of their assistant coaches.

The open record requests were made during 2006 and early 2007. The information in this article reflects what was contained in those contracts and the other materials received in response to the open record requests. Additionally, this article includes information derived from newspaper articles and various other sources. Note that some of the information might no longer be accurate. For example, some coaches may have received new contracts and/or pay raises since we received this information. Other coaches might no longer be in the positions reflected herein. Regardless, all of the information reflects assistant coach employment information for the last two years and is current enough for purposes of this article.

II. ASSISTANT COACH COMPENSATION

Quality assistant coaches are in high demand in collegiate athletics, and the salaries paid to football and men's basketball assistant coaches have risen rapidly in recent years. Coaches' salaries have also increased at a much faster pace than sports revenues at universities. Average coaching compensation at Division I schools increased eighty-nine percent from 1997 to 2003, while sports revenues rose only sixty-six percent during the same period.¹³ The

12. No contracts or other information were received from Mountain West Conference schools.

13. Curtis Eichelberger, *Coaches' Pay Surge Roils Colleges: \$230,000 to Train Runners*, BLOOMBERG.COM, Mar. 29, 2005, <http://quote.bloomberg.com/apps/news?pid=nifea&&sid=aC2XHZdyzqN8#>.

inflation of assistant coaches' salaries at some universities has been even more dramatic. Current Purdue University (Purdue) head men's basketball coach Matt Painter earned \$190,000 during the 2004-2005 season, while he was still an assistant coach under Gene Keady.¹⁴ His \$190,000 salary marked a 154% increase from the \$74,880 Purdue paid its top assistant in 2000.¹⁵ Former University of Texas A&M defensive coordinator Carl Torbush earned \$250,000 for the 2004 season, which was an eighty-five percent increase over what Texas A&M had paid its top assistants only five years earlier.¹⁶

Assistant coach salaries have skyrocketed because top assistants are being pursued like never before, and therefore, head coaches and universities are forced to outbid the competition in order to assemble high quality coaching staffs and retain their coaches.¹⁷ The competition for assistant coaches includes other universities and professional teams. Some top assistants make lateral moves, taking the same or similar assistant coaching positions at other universities that offer increased compensation. For example, Mack Brown persuaded Gene Chizik to join his staff at Texas in January 2005.¹⁸ Chizik made the move from Auburn to Texas because Brown offered "him a \$295,000 salary and the title of assistant head coach."¹⁹

Assistant coaches are also leaving their positions to take head coaching positions at other universities. Being a head coach is likely the ultimate goal of most coaches; consequently, it is difficult for a university to retain an assistant who has been offered a head coaching position. Additionally, the coach will usually be compensated significantly better as a head coach, even if the coach is moving to a smaller program. It has become difficult for coaches at top programs to retain their top assistants because the smaller Division I programs have come calling to hire these assistants as their head coaches. Tom Izzo, the men's basketball coach at Michigan State University (MSU), is a prime example of this. In twelve years as the head coach at MSU, Izzo has seen six assistants move on to head coaching positions at other Division I programs.²⁰

If assistants are not lost to other universities, programs still face the possibility of losing assistants to professional teams. Some professional head

14. *Id.*

15. *Id.*

16. *Id.*

17. David Jones, *Assistants Striking It Rich*, FLA. TODAY, May 26, 2005, at D1.

18. *Id.*

19. *Id.*

20. Jeff Shelman, *Understated Izzo Spawns Underrated Coaches*, ESPN.COM, Nov. 9, 2005, <http://sports.espn.go.com/espn/print?id=2216439&type=story>.

coaches search for assistant coaches in the collegiate ranks. Moving on to become an assistant in the National Football League (NFL) or National Basketball Association (NBA) is generally a career advancement for collegiate assistant coaches; therefore, keeping these coaches in college is difficult. Additionally, the assistant coaches will usually receive much better compensation from professional teams. For example, former University of Southern California (USC) offensive coordinator Norm Chow reportedly made \$500,000 during his final season at USC.²¹ In all likelihood, this salary made Chow the highest paid assistant coach in college sports.²² However, in 2005, Chow left USC to take the offensive coordinator position with the Tennessee Titans for a reported \$900,000 per year.²³

It will always be difficult for head coaches and the universities they serve to retain the assistants who receive offers for coaching positions in the professional ranks. However, it is possible for universities to keep coaches. The University of Wisconsin (Wisconsin) recently managed to keep offensive coordinator Paul Chryst, despite the fact that the Dallas Cowboys offered Chryst their quarterbacks coach position.²⁴ Family reasons may have been the most significant factor keeping Chryst at Wisconsin, yet he still received a large pay increase and a longer contract to stay with the Badgers.²⁵ Wisconsin gave Chryst a new five-year contract that increased his pay from \$200,000 to nearly \$300,000 per year.²⁶ The contract also includes a \$50,000 annuity for each season Chryst stays at Wisconsin.²⁷ Chryst's situation shows how a school was able to keep a coach who was offered a job with a professional team. However, keeping Chryst was an expensive proposition for Wisconsin, and his pay raise is a reflection of how much assistant coaches' salaries are rising.

Paul Chryst was not the only Wisconsin football assistant coach to receive a substantial raise during 2007. The following table shows the pay increase and base salary of several Wisconsin assistant football coaches.

21. Jeff Caplan, *This is Why They Pay Them the Big Bucks*, FORT WORTH STAR-TELEGRAM, Apr. 20, 2006, at D12.

22. This seems to be a reasonable assumption considering that LSU's offensive and defensive coordinators are believed to be the highest paid assistants in the nation currently, making \$400,000 each. *Id.*

23. *Id.*

24. Jeff Potrykus, *Chryst Decides to Stick with Badgers: Assistant Turns Down Offer from Dallas*, MILWAUKEE J. SENTINEL, Feb. 22, 2007, at C2.

25. *Id.*

26. Jeff Potrykus, *Regents Show Chryst the Money*, MILWAUKEE J. SENTINEL, Mar. 10, 2007, at 5C.

27. *Id.*

Coach²⁸	Title	Raise	New Salary Base
Paul Chryst	Offensive Coordinator	\$83,333.33	\$283,333.33
Bob Bolstad	Tight Ends Coach	\$32,000	\$135,000
Kerry Cooks	Secondary Coach	\$20,000	\$130,000
Henry Mason	Receivers Coach	\$20,000	\$150,000
Dave Doeren	Co-defensive Coordinator	\$17,500	\$192,500
Randall McCray	Defensive Line Coach	\$13,000	\$116,000
John Settle	Running Backs Coach	\$8,000	\$112,000
Mike Hankwitz	Defensive Coordinator	\$7,500	\$192,500
Bob Palcic	Offensive Line Coach	\$7,500	\$182,500

Universities will continue to face the challenge of keeping their coaches. Competing with professional teams for coaches will always be difficult for universities. Universities should focus more on preventing assistants from making lateral moves to other programs. The rapid escalation of assistant coach salaries will likely continue because quality assistant coaches are increasingly important to universities as collegiate athletics continues to grow as big business in America.

Despite the rapid growth of assistant coaches' salaries, assistants' salaries still pale in comparison to the salaries head coaches receive. Naturally, head coaches are entitled to more compensation. They are in control of the team and the athletic program. Additionally, they are in the spotlight and receive the bulk of the pressure and criticism. Still, assistants usually work just as hard as head coaches and are nearly as important to the success of the program. Yet, top assistants often receive a small portion of the compensation paid to head coaches. For example, University of Iowa (Iowa) head football coach Kirk Ferentz reportedly made \$2.84 million coaching Iowa in 2006.²⁹ Ferentz's top assistants, Norman Parker and Kenneth O'Keefe, had contracts with Iowa in 2004 that paid them \$153,442 each.³⁰ Parker and O'Keefe have likely received pay raises since 2004, yet they still probably make less than ten

28. *UW Football Salaries on the Rise*, JSONLINE.COM, July 12, 2007, <http://www.jsonline.com/story/index.aspx?id=632317>.

29. *Highest Earning College Football Coaches of 2006-07*, *supra* note 8.

30. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF IOWA AND NORMAN J. PARKER § 3 (July 1, 2004); EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF IOWA AND KENNETH T. O'KEEFE § 3 (July 1, 2004).

percent of Ferentz's total compensation.

At most universities, the situation is very similar to that at Iowa. With pay this disproportional between head and assistant coaches, it appears that assistants are entitled to the increasing salaries seen in recent years. This is not to say that head coaches are overpaid or that their salaries should be reduced. Instead, universities should give assistants pay raises in an effort to close some of the gap between head coach and assistant coach compensation.

Pay discrepancy among assistants is another problem with assistant coach compensation. There is a large gap between what assistants make at Division I universities with major athletic programs and those universities with smaller programs. In analyzing contracts from fifty-three universities, we found a large pay range. In football, we found salaries ranging from \$56,300 for the offensive coordinator at Ball State University³¹ to \$400,000 each for the defensive coordinators at Georgia Tech and Louisiana State.³² The basketball salaries that we surveyed ranged from \$31,827 at Bowling Green State University³³ to \$165,230 at the University of North Carolina at Chapel Hill (UNC).³⁴

Obviously, the pay discrepancies are primarily the result of "major" athletic programs generating far more money than the smaller programs. It is logical that larger programs pay their coaches more. However, for many coaches at smaller programs, the pay is too low. These coaches are full-time, year-round employees of the universities, yet many of them are paid like part-time employees. Many assistants could probably make a better salary in a profession or vocation other than coaching. The importance of these assistants necessitates that they receive better compensation from their universities.

In this section, we have stated the salaries of some Division I assistant football and men's basketball coaches. The lists below provide several more assistant coaches' salaries. The lists should help to further illustrate the current state of Division I assistant coaches' salaries.

31. LETTER OF APPOINTMENT BETWEEN BALL STATE UNIVERSITY AND STANLEY P. PARRISH (Mar. 4, 2005).

32. EMPLOYMENT CONTRACT BETWEEN GEORGIA TECH ATHLETIC ASSOCIATION AND JONATHAN TENUTA § III (Jan. 1, 2006) [hereinafter TENUTA CONTRACT]; EMPLOYMENT CONTRACT BETWEEN BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE AND MARK A. PELINI § 3 (Feb. 1, 2005).

33. LETTER OF APPOINTMENT BETWEEN BOWLING GREEN STATE UNIVERSITY AND MARTIN RICHTER (June 16, 2006).

34. LETTER OF APPOINTMENT BETWEEN THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL AND JOE HOLLADAY (Oct. 4, 2005).

FOOTBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>SALARY</u>
Stan Parrish*	Ball State	\$56,300
Mark Smith**	Ball State	\$72,000
Michael McCall*	Bowling Green	\$68,959
John Lovett**	Bowling Green	\$98,255
Douglas Ruse*	Arkansas State	\$77,358
Kevin Corless**	Arkansas State	\$80,626
Tim Albin*	Ohio	\$89,188
Jimmy Burrow**	Ohio	\$89,188
Ron Mendoza**	North Texas	\$93,000
Todd Ford*	North Texas	\$93,000
Howard Feggins*	Eastern Michigan	\$93,000
John Bond*	Northern Illinois	\$93,624
Denny Doornbos**	Northern Illinois	\$94,416
Dan Brown**	Fresno State	\$94,464
Taver Johnson**	Miami (Ohio)	\$95,000
Tim Rose**	Toledo	\$100,000
Todd Orlando**	Connecticut	\$105,000
Rob Ambrose*	Connecticut	\$111,000
Larry Kueck*	Marshall	\$130,000
Roy Wittke*	Arizona State	\$144,030
Bill Miller**	Arizona State	\$226,992
DeWayne Walker**	UCLA	\$150,000
Ron English**	Michigan	\$151,666
Michael DeBord*	Michigan	\$151,666
Mike Hankwitz**	Wisconsin	\$185,000
Craig Ver Steeg*	Rutgers	\$185,000
Ron Collins**	Colorado	\$200,000
Mark Helfrich*	Colorado	\$200,000
Rob Spence*	Clemson	\$200,000
Victor Koenning**	Clemson	\$230,000
Kevin Cosgrove**	Nebraska	\$225,000
Les Koenning, Jr.*	Texas A&M	\$225,000
Gary Darnell**	Texas A&M	\$285,000
Mark Pelini**	Louisiana State	\$400,000
Jonathan Tenuta**	Georgia Tech	\$400,000

*Offensive Coordinator

**Defensive Coordinator

BASKETBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>SALARY</u>
Martin Richter	Bowling Green	\$31,827
John Stroia	Bowling Green	\$44,467
Lamonta Stone	Bowling Green	\$56,000
Ryan Pedon	Miami (Ohio)	\$31,854
John Cook	Arkansas State	\$36,500
Alvin Grushkin	Arkansas State	\$52,896
Shawn Forrest	Arkansas State	\$60,324
Dan Wilde	Eastern Michigan	\$47,500
Brian Townsend	Ohio	\$53,568
Kevin Kuwik	Ohio	\$62,168
John Rhodes	Ohio	\$78,023
William Howze	Ball State	\$50,000
Steven Flint	Ball State	\$60,000
Troy Collier	Ball State	\$70,000
Frederick Langley	Fresno State	\$50,004
Senque Carey	Fresno State	\$67,227
Heath Schroyer	Fresno State	\$97,776
William Fox	North Texas	\$70,000
Keith Booth	Maryland	\$63,129
Robert Moxley	Maryland	\$125,000
Michael Adams	Maryland	\$140,000
C.B. McGrath	North Carolina	\$70,725
Jerod Haase	North Carolina	\$95,940
Steve Robinson	North Carolina	\$140,712
Joe Holladay	North Carolina	\$165,230
Michael Jackson	Michigan	\$77,250
Andrew Moore	Michigan	\$82,400
John Swenson	Michigan	\$106,090
Nikita Johnson	Louisiana State	\$80,000
John Treloar	Louisiana State	\$135,000
Craig Carter	Rutgers	\$85,000
Darren Savino	Rutgers	\$100,000

James Carr	Rutgers	\$100,000
Andre LaFleur	Connecticut	\$89,456
George Blaney	Connecticut	\$125,156
Thomas Moore	Connecticut	\$140,456
Howard Moore	Wisconsin	\$90,802
Greg Gard	Wisconsin	\$133,532
Gary Close	Wisconsin	\$133,532
Scott Garson	UCLA	\$100,000
Kerry Keating	UCLA	\$162,000
Donald Daniels	UCLA	\$162,000
Dedrique Taylor	Arizona State	\$120,000
Ryan Archie	Arizona State	\$120,000
Mark Phelps	Arizona State	\$135,000

Many assistants are highly paid employees, and all assistants work in a volatile industry where they are highly susceptible to termination because of the constant pressure to produce winning teams. The combination of high pay and an insecure job makes a comprehensive employment contract vital for assistant coaches. Even those coaches who are not highly compensated should receive ample legal protection in the form of a multi-year contract with termination provisions because they have inadequate job security. Legal protection and lengthy contracts might be even more important for those lower-paid coaches because they usually will not have wealth built up to provide for their families in case of sudden unemployment.

III. PERQUISITES, INCENTIVES, AND OUTSIDE INCOME

For college coaches, compensation does not only include base salary. College coaches' compensation is usually measured in terms of the total "package." The package is composed of the institutional pay, outside income, fringe benefits, and perquisites. Many different forms of compensation can fall within these categories.

Institutional pay generally is restricted to base salary, annuities/longevity bonuses, and contractual bonuses. Outside income most commonly comes from shoe/apparel endorsements, television and radio shows, speaking engagements, personal and public appearances, and summer camps. In some situations, outside income and institutional pay will overlap because the school will contract with third party vendors instead of the coach doing so directly. The university then pays a portion of the vendor contract to the coach as guaranteed outside income for the coach. Universities do this because it gives

them increased control over the coaches' relationship with third parties.

Fringe benefits frequently include life and health insurance, paid vacation, retirement plans, and tuition waivers. Perquisites can include a variety of things, such as housing allowances, complimentary tickets, country club memberships, automobile usage, and moving expenses.

Most football and men's basketball head coaches have many opportunities for perquisites, bonus incentives, and outside income. In fact, base salary is not even the main source of income for many head coaches. For example, Steve Spurrier received a base salary of \$250,000³⁵ for the 2006 season, but Spurrier's total compensation from South Carolina was approximately \$1.3 million for the year, exclusive of incentives, benefits, and perquisites.³⁶ Spurrier's contract guarantees him \$500,000 of income from television, radio, and commercials and an additional \$500,000 of income from athletic apparel companies.³⁷

Most football and men's basketball coaches have similar arrangements to Spurrier. Oklahoma football coach Bob Stoops earned approximately \$3.45 million in 2006.³⁸ Stoops' income of \$2.5 million is accounted for in his contract; however, only \$200,000 of it is base salary.³⁹ Stoops earned \$1.7 million for performance of "personal services," such as radio and television appearances, shoe and apparel endorsements, and recruiting.⁴⁰ Oklahoma paid Stoops another \$600,000 for "appearance and speaking engagements on behalf of the University, unrelated to athletics for general University fundraising and promotional purposes."⁴¹ Ohio State football coach Jim Tressel earned just over \$2 million in 2006.⁴² Tressel received a base salary of only \$366,000,⁴³ but he was paid \$524,000 for radio and television appearances and \$429,000 for equipment and apparel agreements.⁴⁴

35. EMPLOYMENT CONTRACT BETWEEN UNIVERSITY OF SOUTH CAROLINA AND STEPHEN O. SPURRIER § 4.01 (Nov. 23, 2004) [hereinafter SPURRIER CONTRACT].

36. Jodi Upton, *Colleges Troubled by Coaches' Rising Salaries*, USA TODAY, Dec. 7, 2006, at 1C.

37. SPURRIER CONTRACT, *supra* note 35, § 10.02(c) & 10.03.

38. *Compensation for Div. I-A College Football Coaches*, USATODAY.COM, http://www.usatoday.com/sports/graphics/coaches_contracts/flash.htm (last visited Feb. 4, 2007).

39. EMPLOYMENT CONTRACT BETWEEN UNIVERSITY OF OKLAHOMA AND ROBERT ANTHONY STOOPS § IV(A) (Jan. 1, 2002) [hereinafter STOOPS CONTRACT].

40. *Id.* § III(C)(4).

41. *Id.* § IV(B)(2).

42. *Compensation for Div. I-A football Coaches*, *supra* note 38.

43. EMPLOYMENT CONTRACT BETWEEN THE OHIO STATE UNIVERSITY AND JAMES P. TRESSEL § 3.3 (June 16, 2003).

44. ANCILLARY ACTIVITIES AGREEMENT BETWEEN THE OHIO STATE UNIVERSITY AND JAMES P. TRESSEL 3-4 (June 16, 2003).

University of Tennessee (Tennessee) head basketball coach Bruce Pearl is a good example of a basketball coach who earns most of his pay from sources other than base salary. For the 2006-2007 season, Pearl earned a base salary of \$300,000.⁴⁵ Tennessee paid him an additional \$300,000 for radio and television appearances; \$300,000 for equipment, shoe, and apparel endorsements; \$150,000 for other endorsement contracts; and \$50,000 of guaranteed basketball camp revenue.⁴⁶ These figures equal \$1.1 million of annual compensation; however, when perquisites and bonuses are added to the equation, Pearl's total compensation is probably around \$1.5 million per year. Under Pearl's original contract, he was to make \$1.5 million in the final year of his contract, 2011-2012, exclusive of any bonuses or perquisites.⁴⁷ However, in July 2007, Pearl agreed to a one-year contract extension that will keep him with the Volunteers through the 2012-2013 season. The new agreement increases Pearl's annual total compensation package to \$1.3 million for the 2007-2008 season, with \$100,000 increases in each of the following five years.⁴⁸

The total compensation numbers reported above also include income from outside the university. For example, Stoops' salary and bonuses only account for nearly \$1.7 million of Stoops' \$3.45 million of total compensation.⁴⁹ The remainder comes from outside sources. The NCAA requires coaches to report their outside income annually. It should also be noted that these compensation figures do not include incentives, benefits, or perquisites.

The situation for assistant coaches is much different. For most assistants, base salary is the main source, and sometimes the only source, of compensation. Some assistants do have bonus incentives in their contracts, but the amounts available are relatively small. Furthermore, bonuses are generally not available for the many assistant coaches who do not have contracts. Assistants do receive normal employment benefits, such as health insurance and vacation time. Some assistants also receive perquisites, but not to the extent of head coaches. Finally, assistants usually are not guaranteed any outside income, and for those assistants who do have outside income guarantees, the amounts are generally small.⁵⁰

45. AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE UNIVERSITY OF TENNESSEE AND BRUCE PEARL art. II (Mar. 29, 2006) [hereinafter PEARL AMENDMENT].

46. *Id.* §§ III-V.

47. *Id.* §§ II-V.

48. *See id.*

49. *Compensation for Div I-A Football Coaches*, *supra* note 38.

50. In some situations, head coaches share the outside income with the assistant coaches. This most frequently occurs with respect to athletic shoes and apparel contracts and summer camps.

Former University of California at Los Angeles (UCLA) offensive coordinator James Svoboda had a clause in his contract guaranteeing him \$40,000 for royalty rights.⁵¹ However, Svoboda gave up his rights to “accept compensation or gratuities of any kind, directly or indirectly, from any athletic shoe, apparel, equipment, or other manufacturer in exchange for the use of merchandise manufactured by such person or entity during practice or competition by the University’s student-athletes.”⁵² This clause eliminated a potentially large source of income for Svoboda.

Generally, the assistants at the “major” programs have the best opportunities for perquisites, incentives, and outside income. These coaches have these opportunities because they are provided in written form either in an employment contract or a letter of appointment. Those assistants who do not receive any type of employment agreement will usually not receive the perquisites or incentives available to other coaches. These “at will” employees receive standard university employment benefits, such as health insurance and vacation time, but usually will not receive anything else. Normally, employment letters are also less advantageous for the coach than a regular contract. What follows are examples to illustrate the differences among assistants in relation to contractual perquisites, incentives, and outside income.

Former University of Maryland defensive coordinator Gary Blackney, who retired in November 2005, had a full-length employment contract that provided him several opportunities to earn money other than his base salary (\$146,728).⁵³ First, the contract guaranteed Blackney over \$100,000 of outside income.⁵⁴ The university guaranteed him \$94,101 for radio and television appearances.⁵⁵ He was also guaranteed \$4000 for other personal appearances,⁵⁶ and another \$4000 for performance of fund raising activities.⁵⁷ Second, Blackney received many perquisites, much like a head coach. The perquisites included travel expenses for work related activities, a \$6000 annual car allowance, six tickets to each regular season home and away Maryland football game, and two regular season men’s and women’s basketball tickets.⁵⁸

51. EMPLOYMENT CONTRACT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND JAMES SVOBODA § 4(c) (July 1, 2006).

52. *Id.* § 10(a).

53. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF MARYLAND, COLLEGE PARK AND GARY BLACKNEY § 3.1 (July 1, 2005).

54. *Id.* §§ 5-7.

55. *Id.* § 5.1.

56. *Id.* § 6.

57. *Id.* § 7.

58. *Id.* § 10.

Finally, Blackney had numerous bonus incentives available. If all of the highest bonus levels were achieved, Blackney would receive \$160,000 in additional compensation per year.⁵⁹

University of California Defensive Coordinator Bob Gregory is another coach who benefits greatly from the perquisites, incentives, and outside income provided in his contract. Gregory makes a base salary of \$168,000 per year.⁶⁰ He also receives several employment benefits, including twenty vacation days, twelve sick days, a retirement plan, health insurance (including dental and optical), and life and disability insurance.⁶¹ Gregory also receives a \$62,000 per year "talent fee" as compensation for appearing on television, on the radio, and at alumni functions.⁶² He has the possibility of receiving an additional stipend of up to \$10,000 for work done in connection with university football camps.⁶³ The assignment to football camps and the stipend are at the discretion of the athletic director.⁶⁴ Like many coaches, the university also provides Gregory with a vehicle.⁶⁵ Finally, Gregory has the opportunity to earn several different bonuses, ranging from \$1500 to \$25,200.⁶⁶

Gregory's bonuses are based on the performance of the team and his defensive unit. Up to seven different bonuses of \$1500 can be earned for Gregory's defensive unit achieving certain Pac-10 and national defensive statistical rankings.⁶⁷ Gregory can also receive a bonus based on Pac-10 conference games won.⁶⁸ If they win five games, he receives a \$5100 bonus, \$13,500 for six wins, \$20,200 for seven wins, and \$25,200 for eight wins.⁶⁹ Finally, Gregory gets a \$6000 bonus if the team participates in a non-Bowl Championship Series (BCS) bowl game and \$10,000 if it participates in a BCS bowl game.⁷⁰

Coaches Blackney and Gregory benefit greatly from their contractual situations. The compensation, benefits, perquisites, outside income, and

59. *Id.* §§ 10.5-10.7 (adding together the amounts from 10.5(a), 10.6(a), and 10.7).

60. CONTRACT ADDENDUM TO THE EMPLOYMENT CONTRACT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND ROBERT GREGORY § 2 (Mar. 16, 2006).

61. *Id.* §§ 3-5.

62. *Id.* § 9.

63. *Id.* § 7.

64. *Id.* §§ 7, 9.

65. *Id.* § 8.

66. *Id.* § 6.

67. *Id.*

68. *Id.*

69. *Id.*

70. *Id.*

incentives they receive appear to be common among coordinators at major Division I-A football programs; however, several assistant coaches are not so fortunate. Basketball assistants at the major programs receive some of the same perquisites and incentives as football coaches, but to a lesser extent. Coaches at smaller schools, in both football and basketball, rarely receive any of the perquisites and incentives mentioned above. For example, several schools we contacted reported that they do not have any type of written employment agreement for assistant coaches. These schools included Utah State University, Louisiana Tech University, the University of Louisiana at Monroe, the University of Louisiana at Lafayette, Ohio University, Kent State University,⁷¹ the University of Toledo,⁷² and surprisingly, the University of Michigan. Without a written contract, the coaches at these schools likely do not receive any perquisites, incentives, or outside income, with the exception of standard university fringe benefits.

Coaches with shorter, less-inclusive contracts also face significant disadvantages regarding perquisites, incentives, and outside income. Marshall University offensive coordinator Larry Kueck is an example of this. Kueck has a brief letter of appointment that is less than two pages in length.⁷³ Kueck's salary of \$130,000⁷⁴ is somewhat high for a smaller program, but he is given far fewer perquisites or incentives than many of the coaches at larger programs. Kueck is given all of the regular benefits of Marshall staff employees.⁷⁵ His only other benefits are a courtesy car and a mobile phone stipend.⁷⁶ He is also eligible for attendance incentives, but only up to \$3000 per year.⁷⁷ He is not entitled to any other bonuses or incentives, and the contract does not guarantee him any outside income.⁷⁸

Even those assistants at smaller programs who are fortunate enough to have full-length employment contracts, do not enjoy the same advantages as their counterparts at the larger programs. University of North Texas defensive coordinator Ron Mendoza has a comprehensive employment contract and a

71. Kent State provided a contract for defensive coordinator Pete Rekstis, but it reported that he was the only assistant coach at Kent State with an employment contract.

72. Toledo provided a contract for defensive coordinator Tim Rose, but it reported that he was the only assistant coach at Toledo with an employment contract.

73. LETTER OF APPOINTMENT BETWEEN MARSHALL UNIVERSITY AND LARRY KUECK (July 1, 2006).

74. *Id.* § 3.

75. *Id.* § 5.

76. *Id.* § 6.

77. *Id.* § 3.

78. *Id.*

base salary of \$93,000.⁷⁹ However, Mendoza is not guaranteed any additional compensation. Mendoza does receive a bonus of one month's salary if the team participates in a bowl game.⁸⁰ The only other bonus compensation available is "Merit Pay," which is given at the discretion of the athletic director.⁸¹ Mendoza does receive the regular University of North Texas benefits and a courtesy car or a car allowance.⁸² That is the extent of Mendoza's perquisites and incentives, which are obviously far less than those received by coaches at major programs, like Blackney and Gregory.

The following list provides some more examples of what perquisites, bonus incentives, benefits, and outside income other assistant coaches receive.

FOOTBALL COACHES

COACH	SCHOOL	PERQS, INCENTIVES, ETC.
Craig VerSteeg*	Rutgers	Fringe benefits of supervisory employee; \$7200 annual car stipend; Post-season bonuses available (ex.: One (1) month's salary for participation in non-BCS bowl game, two (2) month's salary for BCS bowl game, three (3) month's salary for National Championship Game)
Mark Pelini**	Louisiana State	Standard university benefits; Costs of moving to Baton Rouge; Bonuses for team performance available (ex.: 4% of salary for participation in SEC championship game, 16% for BCS Bowl, 24% for winning National Championship)
Dan Brown**	Fresno State	Standard university employee benefits; Unspecified bonuses for conference championships

79. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF NORTH TEXAS AND RON MENDOZA (Jan. 10, 2007).

80. *Id.*

81. *Id.* § 3.04.

82. *Id.* § 3.01(b).

		and bowl games
Douglas Ruse*	Arkansas State	Standard university benefits
Paul Chryst*	Wisconsin	Standard "limited staff" benefits; Use of one car or a car allowance
Kenneth Wilson**	Nevada	\$25,000 for television, radio and personal appearances; Up to 50% of base salary (\$84,770.40) for camps; Air fare for spouse to one away game and one postseason game; Postseason bonuses (ex.: Up to 50% of monthly salary for postseason play)
Pete Rektsis*	Kent State	Standard university benefits; Use of an automobile; Several bonuses for team performance, GPA, attendance and graduation rates (ex.: \$2500 for division championship, \$5000 for conference championship, \$6000 for bowl appearance, \$2500 for 15,000 or more actual annual attendance, \$500 for team GPA of 2.5 or better, \$2500 for GSR of 80%)
Stan Parrish*	Ball State	None specified, but fringe benefits are implied
Tim Rose**	Toledo	Standard benefits for unclassified employee
Roy Wittke*	Arizona State	Standard university benefits; Football season tickets for immediate family plus six (6) additional seats; Several bonuses for graduation rates, GPA and team performance (ex.: \$15,000 for scholarship athletes' GPA of 2.80 or GSR of 85%, \$25,000 for BCS bowl game, \$5000 for final nation ranking of 1)
Victor Koenning**	Clemson	Fringe benefits; Unspecified

		bonuses; Courtesy car
Jonathan Tenuta**	Georgia Tech	Fringe benefits; Unspecified performance bonus available; Use of one (1) car and auto insurance; Six (6) season football tickets; Four (4) season basketball tickets; Reimbursement for work related travel and moving expenses; Free family country club membership

*Offensive Coordinator

** Defensive Coordinator

BASKETBALL COACHES

COACH	SCHOOL	PERQS, INCENTIVES, ETC.
Greg Gard	Wisconsin	Standard limited staff benefits; Car or car stipend
Dan Wilde	Eastern Michigan	Fringe benefits
Donald Daniels	UCLA	Fringe benefits; \$4500 annual car stipend
Cameron Dollar	Washington	Standard employee benefits; Courtesy car and auto insurance; Bonuses for team performance and academics (ex.: Possible one (1) month's salary for participation in NCAA Tournament)
James Carr	Rutgers	Fringe benefits; \$7200 annual vehicle stipend; Unspecified bonus for post-season play
James Holland	Alabama	Standard employment benefits; Complimentary university athletic event tickets; Complimentary Alabama apparel; Use of one automobile; Moving expenses to Tuscaloosa; Bonuses for team performance (ex.: 8.33% of annual salary for

		SEC regular or conference tournament championship, 8.33% for NCAA Tournament appearance)
John Treloar	Louisiana State	Fringe benefits; Social clubs memberships; Cell phone; Courtesy vehicle; Bonuses for team performance, graduation rate, and GPA (ex.: \$10,000 for NCAA Tournament selection, \$30,000 for Final Four appearance, \$20,000 for SEC regular season championship, \$25,000 for 80% GSR, \$12,500 for team GPA of 3.00 or higher)
Martin Richter	Bowling Green	Fringe benefits
Steven Flint	Ball State	None specified, but fringe benefits are implied
Shawn Forrest	Arkansas State	Standard university benefits
Thomas Moore	Connecticut	Fringe benefits; Four (4) tickets for all home, away and postseason basketball games; Two (2) tickets for any other Connecticut home athletic event; Reimbursement for work related travel expenses; Bonus for postseason (ex.: One (1) month's salary for Big East Championship, two (2) month's salary for NCAA Championship)
Joe Holladay	North Carolina	Fringe benefits; Postseason bonus (One (1) month's salary for post-season play)

Perquisites, bonus incentives, and outside income are very important for assistant coaches because they can greatly improve the compensation package for a coach. Two factors seem to affect the level of perquisites, bonuses, and outside income that an assistant coach receives. First, the level and size of the program are significant because the assistants at the major programs usually have the best perquisites and bonuses. Secondly, the existence of a written

contract and the length of the contract are also important. Assistant coaches with full contracts will normally receive better perquisites and bonuses.

Considering these factors, it is clear what can be done to improve assistant coaches' rights in this area. First, all assistants should demand full contracts where they can negotiate perquisites, bonus incentives, and outside income. Next, all assistant coaches, particularly at schools with smaller programs, should ask to receive better perquisites and bonus incentives. The schools with smaller programs often will not have the money to increase a coach's base salary, but they might be more willing to give the coach more opportunities to receive bonus incentives. Bonuses are tied into some type of success within the athletic program, and success usually equals increased revenue for the school. Therefore, when the bonuses are achieved, the school is usually in a better position to pay coaches more money.

IV. FORM OF CONTRACTS

In the past, few assistant coaches had any level of job protection. Like the vast majority of the American work force, assistant coaches did not have employment contracts. Without contracts, these coaches were "at will" employees. As "at will" employees, universities could terminate assistant coaches at any time without consequence, as long as the termination did not violate employment statutes. Today, most assistant football and men's basketball coaches at major universities have some form of contract. Whether that contract offers them any more protection than they would receive as an "at will" employee is another question that depends on the particular contract.

Assistant coaches' contracts are truly "all over the board" and come in a variety of forms. The contracts surveyed ranged from twenty-two pages (University of Alabama) to non-existent (several). Some assistants only have a letter of appointment, while others have an actual contract. For example, the University of Connecticut (Connecticut) has contracts that run ten pages or more with each of nine top assistants.⁸³ These contracts cover a variety of issues and resemble the contracts of Connecticut head coaches. On the opposite end of the spectrum are the University of North Carolina assistant basketball and football coaches. Their contracts are in the form of a one-page letter of appointment. The letter briefly discusses the coach's salary and rights, but does not address many of the issues covered in the Connecticut employment contracts.

The following table provides information about the length of some of the contracts we surveyed. Note that exhibits, addendums, and collateral

83. The nine assistants included three assistant coaches each from men's basketball, women's basketball, and football.

agreements are included in the length of the contract, but amendments are not. The table states when a letter of appointment is used instead of an actual contract.

FOOTBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>LENGTH</u>
Stan Parrish*	Ball State	3 page letter
Roy Wittke*	Arizona State	4 page letter
Brent Darnell**	Texas A&M	1 page letter
Michael McCall*	Bowling Green	2 page letter
Victor Koenning**	Clemson	6 pages
Kevin Cosgrove	Nebraska	7 pages
Marc Trestman*	North Carolina State	3 page letter
Kevin Corless**	Arkansas State	1 page letter
Mike Levenseller*	Washington State	8 pages
Mike Hankwitz**	Wisconsin	3 page letter
Ron Mendoza**	North Texas	12 pages
Lawrence Fedora*	Oklahoma State	16 pages
Bob Gregory	California	7 pages
Howard Feggins*	Eastern Michigan	4 pages
Greg Hudson**	East Carolina	1 page letter

*Offensive Coordinator

**Defensive Coordinator

BASKETBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>LENGTH</u>
Martin Richter	Bowling Green	2 page letter
Greg Gard	Wisconsin	2 page letter
Matt Woodley	Washington State	6 pages
Ryan Pedon	Miami (Ohio)	3 page letter
Dedrique Taylor	Arizona State	4 page letter
Kevin Mouton	Oregon State	3 pages
Shawn Forrest	Arkansas State	1 page letter
Dan Wilde	Eastern Michigan	4 pages
Cameron Dollar	Washington	6 pages
Pat Knight	Texas Tech	5 pages
Michael Maker	West Virginia	10 pages
Steven Flint	Ball State	3 page letter

John Treloar	Louisiana State	6 pages
Jeffrey Boals	Akron	2 page letter
Senque Carey	Fresno State	11 pages

For purposes of comparison, the tables below provide some examples of contract lengths for head coaches.

FOOTBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>LENGTH</u>
Karl Dorrell	UCLA	18 pages
Gary Pinkel	Missouri	18 pages
Lloyd Carr	Michigan	9 pages
Steve Spurrier	South Carolina	15 pages
Bill Callahan	Nebraska	13 pages
Chan Galley	Georgia Tech	23 pages
Jerry Dinardo	Indiana	16 pages
Dan McCarney	Iowa State	12 pages
Jim Tressel	Ohio State	18 pages
Dennis Franchione	Texas A&M	13 pages

BASKETBALL COACHES

<u>COACH</u>	<u>SCHOOL</u>	<u>LENGTH</u>
Thad Matta	Ohio State	19 pages
Bill Self	Kansas	26 pages
Kelvin Sampson	Indiana	18 pages
Bo Ryan	Wisconsin	15 pages
Tom Izzo	Michigan State	9 pages
Lute Olson	Arizona	13 pages
Mike Davis	Alabama – Birmingham	17 pages
William Brown	Albany	17 pages
Jim Calhoun	Connecticut	17 pages
Jim Larranaga	George Mason	3 pages

While contracts for assistant coaches have become common, not all coaches have contracts. The University of Michigan (Michigan), which has one of the largest athletic departments in the nation, does not have contracts for assistant coaches. Michigan's letter responding to our open record

requests stated, "Confirming our telephone conversation today, I advised you that contracts for assistant coaches do not exist but that we will be providing current salary information."⁸⁴ Michigan's approach has become very rare at schools with major football and men's basketball programs. However, this approach is common at the smaller Division I programs. As was mentioned in the previous section, several smaller programs we contacted do not have any type of employment contract with assistant coaches. The following are the responses received from some smaller Division I programs.

Utah State University

All assistant coaches at Utah State University are considered "AT WILL" employees and do not have written contracts. Only our head football and men's and women's basketball coaches have written agreements.⁸⁵

Kent State University

Coach for basketball, the University has made a good faith search of its files and presents that Pete Rektsis is the only Kent State University coordinator and the only Kent State University assistant football coach who has a contract. No assistant men's or women's basketball coaches have contracts at Kent State University.

I have attached Coach Rektsis' contract. There are no other records responsive to your request. Please contact me if you have any questions.⁸⁶

Louisiana Tech University

Louisiana Tech University President, Dr. Dan Reneau, has asked me to respond to your recent correspondence and inform you that we do not have contracts for the coaches mentioned in your letter. There are no assistant coaches at Louisiana Tech University at this time with a contract.⁸⁷

84. Letter from Patricia J. Sellinger, Freedom of Info. Act Coordinator, Univ. of Mich., to Martin J. Greenberg, Attorney, Greenberg & Hoeschen LLC (July 12, 2006) (on file with author).

85. Letter from Ken Peterson, Senior Associate Director Business Operations, Utah State Univ., to Martin J. Greenberg, Attorney, Greenberg & Hoeschen, LLC. (Feb. 1, 2007) (on file with author).

86. Letter from David L. Ochmann, Associate University Counsel, Kent State Univ., to Martin J. Greenberg, Attorney, Greenberg & Hoeschen, LLC. (Feb. 6, 2007) (on file with author).

87. Letter from Jim Oakes, Athletic Director, La. Tech Univ., to Martin J. Greenberg, Attorney,

University of Louisiana at Monroe

In response to your recent request for copies of our contracts of our Assistant Coaches for Head Offensive Coordinator and Head Defensive Coordinator for football and the Assistant Coach for basketball, the persons who hold these positions at our University do not have contracts. These persons only receive their annual appointment letters.⁸⁸

Univeristy of Louisiana at Lafayette

This is in response to your request for a copy of the contracts of the following coaches: 1) Assistant Coach – Head Offensive Coordinator for football; 2) Assistant Coach – Head Defensive Coordinator for football; 3) Assistant Coach for basketball.

All three of these coaches are one-year or “at will” appointments, the same as members of the teaching faculty.⁸⁹

All assistants should have the right to a comprehensive contract, covering the full-range of issues pertinent to the coaches’ employment. If the contract covers all the relevant issues, at least the coach has the opportunity to negotiate these issues. The coach should obtain legal counsel who can assist the coach by reviewing and possibly negotiating the contract. With a comprehensive contract and the assistance of legal counsel, an assistant coach should be able to get an employment contract that provides fair compensation and all the necessary protections.

We determined that there are five different types of assistant coaches’ contracts, and that we can roughly fit each assistant coach contract we received into one of these groups. We have labeled the five groups of contracts as follows: (1) Short Letter of Appointment, (2) Long Letter of Appointment, (3) Short Contract, (4) Intermediate Contract, and (5) Full Contract. The appendices to this article provide good examples of each group. The Short Letter of Appointment is a one-page letter of appointment, which is common among those smaller schools that use contracts. The Long Letter of Appointment is a longer and more comprehensive letter of appointment,

Greenberg & Hoeschen, LLC. (Jan. 30, 2007) (on file with author).

88. Letter from Dr. Richard Hood, Executive Assistant to the President, Univ. of La. at Monroe, to Martin J. Greenberg, Attorney, Greenberg & Hoeschen, LLC. (Jan. 25, 2007) (on file with author).

89. Letter from Ray Authement, President, Univ. of La. at Lafayette, to Martin J. Greenberg, Attorney, Greenberg & Hoeschen, LLC. (Jan. 25, 2007) (on file with author).

usually two to four pages in length. The Short Contract is an actual contract, but a short version that ranges from one to three pages. The Intermediate Contract is a medium length contract of about four to seven pages. The Full Contract is usually eight pages or more and resembles those contracts usually received by head coaches.

V. TERM OF CONTRACTS

The term of collegiate coaches' contracts is a very important aspect of coaches' legal rights and protections. Most collegiate assistant coaches have only one-year contract terms. Under these one-year contracts, assistants must wait for the university to renew their contracts each year. The situation is much different for most Division I football and men's basketball head coaches who have multi-year contracts. Currently many head coaches are under contract for a term of at least five years. For example, in September 2006, Marquette University gave basketball coach Tom Crean an extension through the 2016-2017 season, giving Crean a ten-year term.⁹⁰ Bruce Pearl is in the midst of a six-year contract that is set to expire at the conclusion of the 2011-2012 season.⁹¹ Some examples of football coaches with contracts exceeding five-year terms are Ralph Friedgen (ten years),⁹² Bob Stoops (seven years),⁹³ Steve Spurrier (seven years),⁹⁴ Bill Callahan (six years),⁹⁵ and Karl Dorrell (six years).⁹⁶

The term of some head coaches' contracts constantly remains at its original length. This happens because the coach has a "rollover" provision. With a rollover provision, every year the term of the contract is extended by one year in order to keep the term of the contract the same as was originally agreed upon by the coach and the university. UCLA Head Football Coach Karl Dorrell is an example of a coach who has a rollover provision. Dorrell's rollover clause provides:

Commencing January 1, 2004, between January 1 and January 31 of each year this 2003 HC Agreement remains in effect,

90. Rosiak, *supra* note 7.

91. PEARL AMENDMENT, *supra* note 45, art. XVI.

92. AMENDED EMPLOYMENT AGREEMENT BETWEEN THE UNIVERSITY OF MARYLAND COLLEGE PARK AND RALPH FRIEDGEN § 2 (Jan. 1, 2002).

93. STOOPS CONTRACT, *supra* note 39, § II(A).

94. SPURRIER CONTRACT, *supra* note 35, § 3.

95. EMPLOYMENT CONTRACT BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA AND WILLIAM CALLAHAN § 1 (Jan. 9, 2004).

96. EMPLOYMENT CONTRACT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND KARL DORRELL § 3(a) (Aug 29, 2003) [hereinafter DORRELL CONTRACT].

the parties may mutually agree in writing to extend the Term of this 2003 HC Agreement for one additional year. This right may not be exercised if either party has advised the other that he/it is exercising any of his/its rights to terminate this 2003 HC Agreement or if this 2003 HC Agreement has terminated. Except as expressly provided for herein, "termination" means that the rights and obligations of the parties under this 2003 HC Agreement shall cease to exist as of the date of termination.⁹⁷

Rollover provisions are beneficial for coaches because they provide them with increased job security and other protections. If assistant coaches are able to get multi-year contracts, they should strive for rollover contracts in order to receive more protection.

In recent years, there has been a trend toward giving some assistant coaches longer-term contracts.⁹⁸ Longer-term contracts are far from prevalent among collegiate assistant coaches; however, it has become increasingly common, primarily among football assistants at major programs.⁹⁹ In the past few years, assistant football coaches at many programs, including Florida, Oklahoma State, Arkansas, and LSU, have received multi-year contracts.¹⁰⁰ The same forces driving up assistant coaches' salaries are also leading to longer-term assistant coach contracts. Giving assistant coaches longer-term contracts helps schools to keep assistants who might otherwise be lured away to a different coaching job. Additionally, top head coaches, such as Phil Fulmer, Mack Brown, and Bob Stoops, have pushed for longer-term contracts for their assistant coaches.¹⁰¹

The following table lists some of the assistant football coaches who have multi-year contracts and the length of their contracts.

COACH	SCHOOL	TERM ¹⁰²
Mark Pelini**	Louisiana State	3 years
Paul Chryst*	Wisconsin	3 years
Mike Hankwitz**	Wisconsin	2 years, 5 months
Bob Gregory**	California	2 years

97. *Id.* § 3(b).

98. Jones, *supra* note 17.

99. *Id.*

100. *Id.*

101. *Id.*

102. Note that the length of the term is rounded to the nearest month when necessary.

Victor Koenning**	Clemson	2 years
Jonathan Tenuta**	Georgia Tech	2 years, 6 months
James Franklin*	Kansas State	3 years, 3 months
Kevin Cosgrove**	Nebraska	2 years, 5 months
Mike Levenseller*	Washington State	3 years, 4 months

*Offensive Coordinator

**Defensive Coordinator

For purposes of comparison, the following table displays the terms of some head coaches, including those from the schools listed in the table above.

COACH	SCHOOL	TERM ¹⁰³
Les Miles	Louisiana State	7 years
Bret Bielema	Wisconsin	5 years
Jeff Tedford	California	8 years
Tommy Bowden	Clemson	7 years
Chan Gailey	Georgia Tech	5 years
Ron Prince	Kansas State	5 years
Bill Callahan	Nebraska	6 years
Bill Doba	Washington State	5 years
Nick Saban	Alabama	8 years
Urban Meyer	Florida	6 years
Mark Richt	Georgia	7 years
Jerry Dinardo	Indiana	5 years
Dan McCarney	Iowa State	7 years
Jim Tressel	Ohio State	6 years
Dennis Franchione	Texas A&M	6 years
Gary Pinkel	Missouri	5 years
Richard Rodriguez	Virginia	7 years
Mike Davis	Alabama-Birmingham	5 years
William Brown	Albany	5 years
Jim Calhoun	Connecticut	6 years
Jim Larranaga	George Mason	6 years

While there is a trend toward giving assistant football coaches multi-year contracts, one-year contracts are still the standard among assistant coaches. Even some head coaches at large state universities still do not receive multi-year contracts. An example of this is Montana, where the Board of Regents only recently decided to allow the University of Montana and Montana State

103. Note that the length of the term is rounded to the nearest month when necessary.

University to give the head football and basketball coaches multi-year contracts.¹⁰⁴ It also appears that multi-year contracts for assistants have not yet become part of college basketball. Top-notch basketball programs, such as North Carolina and Maryland, still only provide their assistant coaches with one-year agreements.

Multi-year contracts for assistant coaches may only occur at Division I-A football powerhouse schools now, but it appears that there is a growing movement toward providing all football and basketball coaches with more job security. Montana's recent move to allow multi-year contracts for its head coaches is something that is becoming increasingly common at smaller universities, as these universities try to hold onto their coaches. Assistant basketball coaches are also likely to start receiving multi-year contracts in the near future. It is probably a necessary move for universities, as they try to retain assistant coaches and maintain continuity in their coaching staffs.

All assistants should receive multi-year contracts because this will provide them with a greater level of security. If assistants get multi-year contracts, they will not need to worry whether their employment will be renewed each off-season. Multi-year contracts, combined with a liquidated damages provision that is tied to a termination without cause provision, will give assistant coaches a significantly increased level of job security and protection.

VI. EFFECT OF TERMINATION OF HEAD COACH

The job of coaching Division I football and men's basketball is a volatile position, considering the intense pressure to win that exists. College coaches do have better job security than their counterparts in the professional ranks; however, college coaches still work in an unpredictable industry where terminations occur each year. The following table displays the high volume of turnover among head football and men's basketball coaches in recent years. Note that the football statistics include Division I and I-AA schools.

BASKETBALL COACHING CHANGES

2005	60*
2004	41*
2003	43*

FOOTBALL COACHING CHANGES

2005	22*
2004	22*
2003	14*

104. *Regents Approve Multiyear Contracts for UM, MSU Coaches*, KXNET.COM, Sept. 28, 2006, <http://www.kxma.com/getArticle.asp?ArticleId=49738>.

2002	40*
2001	46*
2000	56**
1999	45**
1998	63**
1997	52**
1996	42**
TOTAL	488
Avg. per Year	48.8
Total Teams	334
Avg. % Turnover	14.6%

2002	18*
2001	32*
2000	38**
1999	53**
1998	59**
1997	44**
1996	48*
	350
	35
	239
	14.6%

* SI.com, USA Today.com* SI.com

** NCAA statistics** NCAA statistics

Many football coaches at high profile schools were fired following the 2006 season, including Mike Shula at Alabama, Glen Mason at Minnesota, and Larry Coker at Miami. When head coaches like Shula, Mason, and Coker are dismissed, generally their whole staff of assistants is also left unemployed. The fate of assistant coaches is usually tied to that of the head coach. The assistants' contracts usually call for automatic termination when the head coach is fired, or in the alternative, the contract gives the university "cause" to terminate the assistants if the head coach is terminated. This clause is included in the contracts because the universities want to give the new incoming head coach an opportunity to compile his own staff.

The following are a few examples of provisions in assistant football coaches' contracts that make their continued employment contingent on the head coach's employment.

James Franklin – Kansas State

IAC hereby employs Employee as an Assistant Football Coach at Kansas State University for the period beginning the 3rd day of January, 2006, and ending the 31st day of March,

2009, contingent upon Ron Prince's continued appointment as Head Coach and subject to the provisions contained herein.¹⁰⁵

Tim Rose – Toledo

If the Head Coach is removed, terminated or his contract or appointment expires or is terminated for any reason, then this agreement will automatically terminate effective as of the same date of the termination of Head Coach.¹⁰⁶

Lyle Setencich – Texas Tech

Coach acknowledges that this Employment Contract will automatically terminate immediately at such time as Mike Leach ("Leach") is no longer the Head Football Coach at University. If this Employment Contract is terminated pursuant to this provision as a result of resignation by Leach, Coach will be paid his monthly base salary through May 31 of such contract year, provided, however, that University shall be entitled to a credit for any compensation received by Coach for any employment or independent contractor services performed by Coach (the "Credit") during the period from termination of this Employment Contract through May 31 of that contract year. If this Employment Contract is terminated as a result of Leach being terminated by University, Coach shall be entitled to the base salary for the term remaining on this Employment Contract, provided, however, that University shall be entitled to the Credit for the remainder of the term of this Employment Contract. University shall be entitled to, and Coach shall provide upon request, any documentation University deems necessary to determine the amount of the Credit. University shall be entitled to reduce its monthly payment to Coach by the amount of the Credit. If the amount of the Credit is greater than the monthly base salary otherwise due to Coach, no payment shall be due to Coach by University.¹⁰⁷

105. EMPLOYMENT CONTRACT BETWEEN THE INTERCOLLEGIATE ATHLETIC COUNCIL OF KANSAS STATE, KANSAS STATE UNIVERSITY, AND JAMES G. FRANKLIN § 1 (Jan. 3, 2006).

106. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF TOLEDO AND TIM ROSE § 2.0 (Mar. 24, 2005).

107. EMPLOYMENT CONTRACT BETWEEN TEXAS TECH UNIVERSITY AND LYLE SETENCICH § V(D) (Dec. 31, 2005).

Often the clauses connecting the assistant coach's employment term to that of the head coach are not necessary. Terminating the assistants is usually easy for the universities and without consequence because most assistants operate under a one-year contract; therefore, the university simply does not renew the assistant's contract in the off-season. There are also several assistant coaches who are "at will" employees, and consequently, can be terminated at any time by the university.

For those few coaches who do have multi-year contracts, the clause connecting the employment term of the assistants to the head coach is important. Without this clause, the university would not have cause to terminate the assistant. If the university still terminates the assistant, it would be without cause, and in most situations, the university would need to pay the coach liquidated damages. Obviously, this will depend on each individual contract and the rights provided to the assistant coach.

It is possible for assistant coaches to retain their jobs when the head coach is terminated, but this is rare. A situation where this could happen is if the head coach is terminated and dismissed during the season. If the head coach is terminated during the season, the assistant coaches will usually retain their positions for the remainder of the season. Usually, one of the assistant coaches will be promoted to replace the head coach for the remainder of the season. The university usually will not dismiss the assistants along with the head coach because replacing a whole staff in the middle of the season would be virtually impossible and would create chaos for the athletic program. However, in collegiate sports, head coaches are not normally dismissed during the season, so this situation does not occur often. If a head coach is terminated during the season, the assistant coaches are also usually let go when the season is over.

The other way assistant coaches can keep their jobs is to be selected for the new coach's staff. The new coach will usually have the option to choose his or her staff. If the new head coach likes a particular assistant coach or coaches, he can extend them a job offer to remain at the university. This can be a good situation for an assistant coach, but it also might be a difficult situation. Some assistant coaches might feel compelled to reject the job offer in order to remain loyal to the recently terminated head coach. This will be particularly true of long-time assistants who have worked with a particular head coach for many years. As a rule, however, assistant coaches usually will find themselves unemployed if their head coach has been terminated.

It is difficult for assistant coaches to contractually protect their position against a head coach termination. Most universities want the freedom to terminate the assistant coaches when the head coach leaves for any reason. However, some coaches have been able to achieve some protection against automatic termination. For example, termination of the head coach does not

give Georgia Tech freedom to terminate Defensive Coordinator Jonathan Tenuta. Georgia Tech “may terminate the employment of Coach without cause if the Head Coach resigns voluntarily.”¹⁰⁸ This clause protects Tenuta against termination if the head coach is terminated. It also appears to provide him liquidated damages in the event the head coach resigns, and consequently, Tenuta is terminated. The contract states that the head coach’s resignation gives Georgia Tech the right to terminate Tenuta “without cause,” not “for cause.” If it is classified as a termination “without cause,” Tenuta is entitled to liquidated damages.

Tenuta’s situation is rare. Usually, assistants can be freely terminated when the head coach is terminated or resigns. It is more common for assistant coaches’ contracts to provide liquidated damages if the head coach is terminated. For example, University of Nebraska Defensive Coordinator Kevin Cosgrove would be automatically terminated upon termination of the head coach, but Cosgrove would continue to receive his salary and fringe benefits, subject to mitigation, for the remainder of his contractual term.¹⁰⁹

Cosgrove’s situation is more common than Tenuta’s. Cosgrove’s contract also reflects the type of protection assistants should try to attain. Assistant coaches do not want the termination of the head coach to provide the university “cause” to terminate the assistant. Instead, assistants want their termination to be treated as “without cause” and the contract should provide for liquidated damages.

In an earlier section we stated that the longer the term of the contract, the better the protection for the coach. This is again true in the situation of a head coach termination. The contract should be multi-year so that the university cannot simply deny renewal of the assistant coach’s one-year contract. The longer the term, the lesser the chances are that the assistant coach’s contract happens to be up the year the head coach leaves his or her position. A longer remaining term also increases the liquidated damages the school will need to pay the coach.

VII. UNIVERSITIES’ EARLY TERMINATION RIGHTS

Probably the most important reason for assistant coaches to have written employment contracts is to provide them some level of protection when the university wishes to terminate them. Considering the minimal job security that exists in the coaching industry, contracts that provide assistants with protection in termination situations are vital. Most head coaches’ contracts

108. TENUTA CONTRACT, *supra* note 32, § VI.

109. EMPLOYMENT CONTRACT BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA AND KEVIN COSGROVE § 11(B) (Feb. 1, 2006).

address termination and provide the coaches some legal protection. Usually, a head coach's contract will limit the situations when the university has cause to terminate the coach. The contract will also allow the university to terminate the coach at any time without cause, but generally, the contract will provide the coach with some form of compensation if the university terminates the coach without cause during the term of the contract.

Most assistant coaches have very limited legal protection when it comes to termination. First, any coach without a contract has the most limited legal protection because he or she is an "at will" employee. Generally, employers can terminate "at will" employees with or without cause at any time, and usually suffer no consequences.¹¹⁰ Second, some assistant coaches with contracts have the same limited termination rights as those coaches without contracts. This is because these coaches' contracts do not address the issue of termination; therefore, they are also treated like "at will" employees in termination situations. Assistant coaches without contracts or with contracts that do not address termination are at risk of termination at any time, for virtually any reason.

Other assistant coaches are more fortunate because their contracts address termination. Generally, the contracts that address the subject of termination are those contracts that are longer and more comprehensive. Most of the contracts that address termination will provide the assistant coach with stronger legal rights and protection. These contracts will usually limit what constitutes "cause" for the university to terminate a coach. They will also provide the coach with some form of liquidated damages when he or she is terminated "without cause."

The following provisions are examples of termination "for cause" and termination "without cause" provisions from assistant coaches' contracts.

TERMINATION "FOR CAUSE" PROVISIONS

Jon Tenuta - Georgia Tech (Defensive Coordinator)

The Association may suspend or terminate the employment of Coach for cause. For purposes of this Agreement "cause" shall be understood to include, but not be limited to any of the following:

- A. Conviction of (or entry into pre-trial intervention as a result of) a crime involving moral turpitude or conviction for a

110. There are limitations on when employers can terminate employees at will. Employers will possibly suffer consequences when a termination violates employment statutes or public policy.

felony for which the penalty for conviction is more than one (1) year in prison and a fine of more than One Thousand Dollars (\$1,000.00) or involvement in conduct that the Association or the Georgia Institute of Technology may consider injurious to the reputation of the Association or the Institute.

B. Coach's failure to substantially perform any of the duties as set forth in this Agreement.

C. The committing of any major violation of NCAA Legislation by Coach while at the Institute or while previously employed at another NCAA member institution, or the committing of a series or pattern of secondary violations of NCAA Legislation while at the Institute.

D. The committing of a major violation of NCAA Legislation while Coach is at the Institute by any representative of the Institute's athletics interest with Director's actual knowledge.

E. Any cause adequate to sustain the termination of any other non-classified Association employee.
The Association may terminate the employment of Coach without cause if the Head Coach resigns voluntarily.¹¹¹

Craig Ver Steeg – Rutgers (Offensive Coordinator)

The University may impose discipline upon the Assistant Coach, up to and including termination of employment, for: (i) material breach of any provision of this contract, (ii) neglect of duty, (iii) willful misconduct, (iv) acts of moral turpitude, (v) conduct tending to bring shame and disgrace to the University as determined by the Director, (vi) violation of University rules, regulations, policies, or directives not remedied after thirty (30) days' written notice thereof to Assistant Coach, (vii) violation of the rules and regulations of the NCAA, Big East, or any other intercollegiate athletic organization with which the University may affiliate, (viii) a criminal conviction that would be the equivalent of a felony

111. TENUTA CONTRACT, *supra* note 32, § VI.

conviction, or (ix) absence from duty in excess of thirty (30) days without the Director's consent.

Should the University elect to terminate the Assistant Coach's employment under this Section VII. A, payment of salary and benefits shall cease as of the date of termination. In addition, and independent of any action that may be taken pursuant to the foregoing provisions of the Section VII. A, the Assistant Coach, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

Failure to impose disciplinary or corrective actions in any particular instance of breach or violation, or with respect to any particular conduct or incident, shall not act as a waiver of the University's right to later discipline or correct the Assistant Coach in connection with any breach, violation, conduct or incident, whether the same or different in degree or type.¹¹²

Kent Baer – Washington (Defensive Coordinator)

This contract may be terminated by mutual agreement of the Parties at any time. The University may terminate Employee's employment under this Agreement for good cause. Good cause shall include, in addition to and as examples of its normally understood meaning in employment contracts, Employee's failure to perform or comply with the duties or terms of this Agreement, significant or repetitive violations of NCAA rules, or significant or repetitive acts that are materially prejudicial to the best interests of the University.¹¹³

Tim Buckley – Iowa (Assistant Men's Basketball)

112. EMPLOYMENT CONTRACT BETWEEN RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY AND CRAIG VER STEEG § VII.A. (July 1, 2006) [hereinafter VER STEEG CONTRACT].

113. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF WASHINGTON AND KENT BAER § 8 (Jan. 1, 2005).

The University may terminate or take any other disciplinary action, as it deems reasonable and appropriate, for cause. "Cause" as used in this Contract includes, but is not limited to:

(a) A major violation or significant or repetitive violations, as determined by the University, of an NCAA or other Governing Association rule or regulation by or involving a Coach;

(b) A major violation or significant or repetitive violations, as determined by the University, of an NCAA or other Governing Association rule or regulation by a coach of the Team, any University employee for whom Coach is administratively responsible or representative of the University's athletic interest of which, in the judgment of the University, Coach knew or should have known with reasonable diligence and oversight.

(c) Multiple intentional secondary violations, as determined by the University, of an NCAA or other Governing Association rules and regulations related to the Team of which, in the judgment of the University, Coach knew or should have known with reasonable diligence and oversight;

(d) A charge by a federal, state or local law enforcement authority or the commission any criminal offense by Coach which, in the judgment of the University, would tend to bring public disrespect, contempt or ridicule upon the University; or,

(e) Any conduct, as determined by the University, which constitutes moral turpitude or which would tend to bring public disrespect, contempt or ridicule upon the University, or which constitutes a substantial failure to perform in good faith the duties required of Coach in Paragraph 2 above.

In the event of a termination under this paragraph, University's sole obligation to Coach shall be payment of his/her salary provided for herein in Paragraph 3 through the date of termination for cause, and the University shall not be liable to Coach for any collateral business opportunities or other benefits associated with Coach's position as Assistant

Coach. Prior to termination for cause, University shall provide written notice of the charges asserted against Coach and a reasonable opportunity to defend against the charges.¹¹⁴

TERMINATION “WITHOUT CAUSE” PROVISIONS

Craig Ver Steeg – Rutgers (Offensive Coordinator)

1. The University may also terminate this contract as it deems necessary to further the best interests of the University. In such an event, and subject to Section VII. B.2 below concerning the Assistant Coach securing other employment, the University shall continue to pay the Assistant Coach's salary and benefits, for the balance of the then-current term of this contract. The Assistant Coach agrees to accept any such payment as full settlement of all claims and demands which may accrue to the Assistant Coach under this contract. The Assistant Coach further agrees that the University shall not be liable for any claims or demands for loss of collateral income, business opportunities, expectations, or for any other direct, indirect or consequential damage or loss.

2. If this contract is terminated pursuant to Section VII. B.1, the Assistant Coach shall be required to exert reasonable efforts to secure other employment consistent with the Assistant Coach's background, skills and experience. Upon securing such employment, the university's obligation to continue salary and benefits pursuant to Section VII. B.1 above shall cease and the University shall not be liable for any other amount or item.¹¹⁵

Jeff Casteel – West Virginia (Defensive Coordinator)

In addition to the provisions set forth above, there also is reserved to University the right to terminate this Agreement without cause at any time. In the event that Coach is terminated pursuant to this section, University shall pay Coach (1) all base salary and incentive compensation actually earned and accrued but unpaid through the date of

114. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF IOWA AND TIMOTHY P. BUCKLEY § 10 (May 4, 2006).

115. VER STEEG CONTRACT, *supra* note 112, § VII.B.

termination, and (2) an amount equal to the remaining base salary during the term of this Agreement, which sum shall be deemed to be liquidated damages and extinguish all rights of Coach to any further compensation, benefits, incentives and entitlements from University. Coach shall have no duty to mitigate, nor shall University have any right of offset.¹¹⁶

Michael Andrews – Florida State (Defensive Coordinator)

Subject to University approval, the University and SB shall have the right to terminate this Agreement without Cause at any time by paying to Coach such amount of money as is equal to the then remaining present value of Coach's unpaid base salary and other compensation as set forth in paragraphs A. and B. of Section III of this Agreement, including a pro rata share of compensation set forth in Sections III. A. and B. earned or accrued but not yet paid or disbursed. For purposes of this sub-section, "present value" shall be computed by reference to commercially accepted standards as are mutually agreed upon among the parties.¹¹⁷

Thomas Asbury – Alabama (Assistant Men's Basketball)

Unless the Contract is terminated pursuant to either Section 5.01(a) or Section 5.01(b), the University shall have the right at any time to terminate this Contract without cause and for its convenience prior to its expiration. Termination by the University without cause shall be effectuated by delivering to the Employee written notice of the University's intent to terminate this Contract without cause, which notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by the Employee. If the University exercises its rights under this Section 5.01(e) to terminate this Contract without cause, the Employee shall be entitled to damages only as provided for in Section 5.01(f) below, and Employee shall not be entitled to receive any further payments of base salary, talent

116. EMPLOYMENT CONTRACT BETWEEN WEST VIRGINIA BOARD OF GOVERNORS AND JEFFREY A. CASTEEL § VI.C. (June 30, 2005).

117. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF FLORIDA STATE AND MICHAEL D. ANDREWS § V(A)(iii) (last amended Mar. 30, 2005) [hereinafter ANDREWS CONTRACT].

fee, or any other sum, compensation, perquisite, or benefit otherwise payable under this Contract, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law. The parties agree that if this Contract is terminated without cause, then Employee shall not be entitled to any hearing.

If the University terminates this Contract without cause prior to its expiration in accordance with the provisions of Section 5.01(e) hereof, the University shall pay, and Employee agrees to accept, as liquidated damages an amount equal to one-twelfth (1/12) of Employee's current base salary then in effect pursuant to Section 4.01 for each month or portion thereof (pro-rata) in the period from the effective date of termination to the end of the Contract term as specified in Section 3.01 above. The liquidated damages amount shall be paid to Employee in monthly installments commencing on the last day of the month in which the termination date occurs and continuing on the last day of each succeeding month until the date the Contract term would have ended as specified in Section 3.01 above. To the extent required by law, the liquidated damages amount shall be subject to deductions for state and federal taxes. The University's obligation to pay such liquidated damages shall be subject to Employee's duty to mitigate the University's obligation as specified in Section 5.01(j) hereof. The Employee will be entitled to continue such insurance benefits at Employee's own expense as required or permitted by law, but Employee will not otherwise be entitled to receive any further or additional compensation or employment or other benefit described in Article IV hereof. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Contract by the University without cause prior to its expiration may cause the Employee to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Employee's employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injuries

suffered by the Employee because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.¹¹⁸

Ideally, assistant coaches want their contracts to address termination “for cause” and “without cause.” First, assistant coaches will want the contract to define cause by specifically enumerating all circumstances that will qualify as “cause” for the university to terminate the coach. The contract should state that “cause” is limited to those circumstances enumerated in the contract. Second, the assistant coach will also want a termination “without cause” provision that requires the university to pay the coach some amount of continued compensation or liquidated damages upon early termination. Often the measure of compensation will be the coach’s base salary, or a portion thereof, for each year remaining on the contract, subject, however, to mitigation of damages.

Termination provisions have obvious importance; nevertheless, the significance of these provisions is limited if an assistant coach is operating under a one-year contract. Often coaches with one-year terms are not terminated; instead, the university simply does not renew an assistant coach’s contract after the expiration of the one-year term. Termination provisions can protect one-year term coaches against in-season termination, but in-season terminations are not frequent. However, termination provisions are most significant for coaches with multi-year terms. As we discussed in an earlier section, multi-year contracts are preferential for assistant coaches. For assistant coaches with multi-year contracts, termination provisions are very important.

VIII. COACHES’ EARLY TERMINATION RIGHTS

Assistant coaches should also be concerned with the right to terminate employment early. Assistant coaches are often looking to escape their contracts in order to pursue other coaching opportunities. This is common among head coaches, but currently it is less of an issue among assistant coaches because most assistant coaches operate as employees “at will” or under a one-year term. Being an employee “at will” is beneficial for an assistant coach who wants to leave his or her position for another position. “At will” employees enjoy the right to leave a position of employment at any time. This is the other side of termination situations for “at will” employees.

118. EMPLOYMENT CONTRACT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA AND THOMAS S. ASBURY Art. V, § 5.01(e)-(f) (last amended Nov. 15, 2006).

“At will” employees can be terminated at any time, but they also enjoy the right to resign from their position at any time without repercussion.

Assistant coaches with one-year terms will also usually not have an issue with their “early termination” rights because their contracts expire each off-season, leaving them free to pursue employment elsewhere. They will only have a problem if they wish to leave during the middle of the season, but this is highly unusual in collegiate athletics.

In practice, assistant coaches’ early termination rights are only a relevant issue for those assistant coaches with multi-year contracts. Assistant coaches with multi-year contracts want to have the option available to leave if a better career opportunity becomes available. Most assistant coaches’ contracts will provide the coach with this right, but the assistant will usually be required to give the university notice. Some assistant coaches’ contracts will also require the coach to pay liquidated damages to terminate the contract early. The liquidated damages amount will usually be relatively small, and in most situations, the assistant coach’s subsequent employer will pay this amount. Hence, the assistant coach should not be overly concerned.

The following are examples of early “termination by coach” provisions from various assistant coaches’ contracts.

Michael Andrews – Florida State (Defensive Coordinator)

Upon thirty (30) days written notice the Coach may terminate this Employment Agreement. Upon such termination by Coach, the University and SB shall be under no further obligation to Coach, except to pay him such amounts as are due him for actual services already rendered up to the date of the termination, including a pro rata share of compensation set forth in Section III. A. and B. but not yet paid or disbursed, and the guarantee of Coach’s compensation hereunder by SB shall be extinguished.¹¹⁹

Dana Holgorsen – Texas Tech (Offensive Coordinator)

Coach may terminate his employment with University by giving written notice to University, subject to Article V. F. NON-COMPETE CONSIDERATION below.¹²⁰

119. ANDREWS CONTRACT, *supra* note 117, § V(B).

120. EMPLOYMENT CONTRACT BETWEEN TEXAS TECH UNIVERSITY AND DANA HOLGOREN § V.C. (Dec. 31, 2005).

Victor Koenning, Jr. – Clemson (Defensive Coordinator)

Coach may terminate this Agreement by furnishing the University three (3) days written notice to accept other employment, provided that Coach shall also tender to the University liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00). Likewise, Coach's act of accepting another position shall be deemed to automatically terminate this agreement and shall release the University, its employees, officers, and trustees from any obligation hereunder.

Notwithstanding the foregoing, should Coach secure a position that a reasonable person within the football coaching profession would believe to be a professional advancement, or with the express written permission of the Head Football Coach, and approved by the Athletic Director, said amount shall be waived. Further, should Coach not receive a written intent to renew the terms of this employment agreement at least one year prior to the expiration date, then liquidated damages shall be waived should Coach accept other employment.¹²¹

Most head coaches' contracts require a payment of liquidated damages if the coach decides to leave early. In head coaches' contracts, the amount of liquidated damages will usually be much higher than it is with assistant coaches. The following are examples of liquidated damages provisions from head coaches' contracts that apply when the coach terminates the contract.

Thad Matta – Ohio State (Basketball)

If Coach is employed or performing services in a coaching position for another NCAA Division I school or for a professional basketball team, Coach will pay Ohio State as liquidated damages, and not as a penalty, \$500,000 to reimburse Ohio State for expenses including, but not limited to (i) searching for, recruiting and hiring a new head basketball coach and coaching staff, (ii) relocating a new head basketball coach and coaching staff, and (iii) buying out the

121. EMPLOYMENT CONTRACT BETWEEN CLEMSON UNIVERSITY AND VICTOR E. KOENNING, JR. § 4(f) (Feb. 13, 2006).

contract, if necessary, of the new head coach. Coach shall pay all such amounts to Ohio State within thirty (30) days after the date of Coach's termination.¹²²

Bill Self – Kansas (Basketball)

In the event Self should terminate this Agreement, for whatever reason, after the first twelve (12) months of the Agreement, Self shall pay or cause to be paid \$1,000,000 to KUAC as liquidated damages. The parties agree that such liquidated damages are reasonable compensation for losses that KUAC will incur and are not a penalty, and shall be due and payable within sixty (60) days following Self's termination or resignation.¹²³

Karl Dorrell – UCLA (Football)

In the event Coach terminates this 2003 HC Agreement and accepts employment at another PAC-10 Conference athletic program (including without limitation, any University of California PAC-10 institution) before January 31, 2009, or any extension of the Term, whichever is later, Coach agrees to pay UCLA liquidated damages in the amount of \$1,000,000 (one million dollars) within 90 (ninety) days of his acceptance of such employment;

In the event Coach terminates this 2003 HC Agreement and accepts employment at non-PAC-10 Conference NCAA Division A-1 athletic program or with a professional football team before January 31, 2009, or any extension of the Term, whichever is later, Coach agrees to pay UCLA liquidated damages in the amount of \$600,000 (six hundred thousand dollars) within 90 (ninety) days of his acceptance of such employment.¹²⁴

122. EMPLOYMENT CONTRACT BETWEEN THE OHIO STATE UNIVERSITY AND THAD M. MATTA § 5.3(c) (Mar. 8, 2005).

123. EMPLOYMENT CONTRACT BETWEEN THE UNIVERSITY OF KANSAS ATHLETIC CORPORATION AND BILL SELF § 6(C) (Apr. 21, 2003).

124. DORRELL CONTRACT, *supra* note 96, § 8(c)(i)-(ii).

The table below provides the amount of liquidated damages other coaches' contracts require them to pay.

Tommy Tuberville	Auburn (football)	\$6 million
Billy Donovan	Florida (basketball)	\$100,000
Mark Richt	Georgia (football)	\$2 million/year
Steve Spurrier	South Carolina (football)	\$500,000/year
Urban Meyer	Florida (football)	\$150,000/year
Tubby Smith	Minnesota (basketball)	\$3 million in 2007-2008; \$2 million in 2008-2009; \$1 million in 2009-2010; \$500,000 in 2010-2011; nothing after that

Assistant coaches will want their contracts to provide them with the right to terminate their contracts. Preferably, there will be no consequence for the assistant coach terminating the contract early. However, universities sometimes will require liquidated damages because they want to deter assistant coaches from leaving. If the university does require liquidated damages, the assistant coach should negotiate that the liquidated damages will not apply if the assistant coach is leaving for a better position, such as a head-coaching job. Generally, there is no need for assistant coaches to object to a notice requirement, so long as the notice period is reasonable. Overall, the assistant coach wants to ensure that he or she and the university have similar rights to terminate the agreement early.

IX. CONCLUSION

This article examined the varying rights and legal protections of collegiate assistant football and men's basketball coaches through a study of numerous Division I assistant coaches' employment agreements. From this study of employment agreements, several conclusions about assistant coaches' legal rights and contract protections were reached. Below is a list of the major conclusions:

- There is no pattern or consistency among assistant coaches' contracts.
- Assistant coaches' contracts differ greatly in length and sophistication.
- Many assistant coaches do not have written employment agreements.
- Most assistant coaches without employment agreements coach at smaller programs.
- There is an increasing recognition of the value of assistant coaches, which has resulted in rising assistant coach compensation.
- There is a compensation disparity between larger and smaller programs.
- There is a compensation disparity between football and basketball assistant coaches.
- Division I football coaches' compensation is rising fastest.
- Football coaches at major programs receive the best perquisites, incentives, and outside income opportunities.
- Most contracts are for a one-year term.
- Currently, multi-year term contracts only exist among assistant football coaches.
- Termination rights are essentially meaningless unless the contract is for a multi-year term.
- By virtue of the one-year term, liquidated damages are also basically meaningless.

From these conclusions, it is apparent that assistant football coaches at larger programs are in the best position among assistant coaches. Most basketball coaches and football coaches at smaller programs have lesser rights and protections. In general, assistant coaches do not have the rights and legal protections they should, and overall, assistant coaches appear to be an underrepresented group.

In order to attain these rights and protections, all Division I football and men's basketball assistant coaches should have competent legal representation that can assist them in reaching an employment agreement with the university. Assistant coaches should have full-length, comprehensive written contracts that are negotiated with the help of a legal professional. Ideally, assistant coaches will have multi-year term contracts that provide them substantial compensation and opportunities for perquisites, bonus incentives, and outside income. The contracts should address all relevant aspects of the assistant coaches' employment, particularly termination situations. Through the help of

a legal professional, all assistant coaches can attain all the rights and legal protections that they deserve.

APPENDIX

Assistant Football Coach

Dear

It is my pleasure to confirm your recent appointment as Assistant Football Coach. This appointment is subject to provisions of the University Personnel Policies for Designated Employees Exempt from the Personnel Act (EPA). A copy of this document was given to you when you were hired.

Your appointment will be for a specific term beginning _____ and ending _____. Your appointment may be renewed at the option of the Director of Athletics and/or the Chancellor of _____ or his designee. In that this appointment is for twelve (12) months or less, no further notice is required should it be determined that your appointment will not continue.

Your position is contingent upon the continuing availability of funds from the Department of Athletics' budget. If this funding is terminated, or redirected for other uses by the funding source, your position may end without notice. Every effort will be made, where possible, to give you no less than thirty (30) days notice that the funding has terminated and your position will end. If it is determined by the Director of Athletics and the Chancellor's Office that the program to which your position is assigned is to be curtailed or eliminated, your position also may end with every effort made to give you proper notice as indicated above. Please note that you will be expected to perform your duties in accordance with all applicable policies and procedures of the NCAA, Conference, and Department of Athletics, and to conduct yourself according to acceptable standards of performance and conduct for EPA employees at ECU.

Your annual salary is _____ and will be paid in semimonthly increments of _____. Your salary is subject to adjustments (annual increments) that may be authorized by the General Assembly of _____ and to the compensation policies of the Board of Trustees and the University Administration of _____ in its annual review and evaluation of EPA employees.

You will earn sixteen (16) hours annual leave and eight (8) hours sick leave per month. Any leave that you take must be reported to the Director of Athletics' office as soon as possible on a Form LR-4. In the case of annual leave, it should be requested in advance of its occurrence, unless emergency situations dictate otherwise. By accepting this appointment you agree to the provision that your twenty-four (24) days of annual leave are to be exhausted during the contractual term. The Director of Athletics or his designee reserve the right to direct you to take leave in order to assure that no leave is accumulated at the end of the term or for any other reason.

_____ please sign the enclosed Agreement designating your acceptance of the terms and conditions of this offer and return the original to my office as soon as possible. I look forward to your employment in the Department of Athletics and of your successful contributions to a winning tradition here at _____

Sincerely,

Director of Athletics

cc: Human Resources

An Equal Opportunity Affirmative Action Employer

Dear Coach:

This letter is to document our discussions regarding the offer of a term appointment as Offensive Coordinator at [redacted]. As we discussed, the Department is amenable to giving you a term appointment of four years, provided that we agree to a liquidated damages clause in the event of our terminating your employment without cause prior to the expiration of the term, provisions relating to your termination of the appointment with permission and release by the university, and other terms contained in this offer letter.

The appointment is to a non-tenure track EPA professional position of Offensive Coordinator at [redacted]. This position carries a 1.0 FTE service obligation on a fiscal year basis.

This is a term appointment for four years beginning on [redacted] and ending on [redacted]. The base salary for the period from [redacted] to and including [redacted] is [redacted]. Thereafter, the base salary is as follows:

Your base salary will be paid in twelve equal monthly installments each year. Your performance, and responsibilities will be reviewed annually according to established departmental evaluation criteria.

In addition to your annual salary you will be paid the following longevity incentives in a lump sum provided you are employed as Offensive Coordinator at [redacted] on such dates:

You will also be entitled to receive post-season bonuses earned in accordance with and subject to established NCAA and AOC policies and [redacted] Athletic department guidelines. With prior approval of the Athletics Director and Chancellor, and subject to compliance with the "Policy on External Professional Activities for Pay" of the [redacted] Board of Governors and University's Board of Trustees, NCAA regulations governing receipt of athletically related income and benefits from sources outside the University, and all other relevant state and federal policies and laws concerning conflict of interest, you may earn other revenue while employed by [redacted].

the University. Such activities are independent of your University employment, and the University shall have no responsibility for any claims arising or related to such employment. This shall include engaging in any radio, television, motion picture, stage, writing or any similar activity, personal appearances, commercial endorsements, and football camps. Subject to specific reporting requirements established by the University, no outside activities will be allowed without having on file with the Athletics Director, a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities.

The liquidated damages provision is as follows: If _____ terminates your employment without cause prior to the expiration of the term, the University will pay you liquidated damages in lieu of any and all other legal remedies or equitable relief, in the amount of the salary remaining under the term of your appointment, such amount to be paid on an annual basis. The University will not be liable to you for any collateral business opportunities or other benefits associated with your position. In accepting this appointment you acknowledge that this is an agreement for personal services and that termination of this agreement by the University prior to its natural expiration could cause you to lose certain benefits, supplemental compensation or outside compensation relating to your employment at the University which damages are difficult to ascertain with certainty. Therefore you and the University agree to this liquidated damages provision. Further, notwithstanding the above, you agree to mitigate the University's obligation to pay liquidated damages as follows: If you obtain new employment, the University's financial obligations shall be to pay you the difference between the salary you would have received as Offensive Coordinator and the salary in your new job. If your salary in a new job exceeds that which you would have been paid at _____ the University's financial obligations to you shall cease. Under no circumstances shall _____ be liable to you for any collateral business opportunities or other benefits.

The terms regarding your termination with permission and release by the University are as follows: In accepting this appointment you agree that you have special, exceptional and unique knowledge, skill and ability as a football coach which, in addition to the continuing acquisition of coaching experience at _____ University, as well as the University's special need for continuity in its football program, render your services unique. You recognize that the loss of your services to the University, without University approval and release, prior to the expiration of the term of this appointment or any renewal thereof, would cause an inherent loss to the University which cannot be estimated with certainty or fairly or adequately compensated by money damages. You therefore agree not to actively seek, negotiate for or accept employment, under any circumstances, without first obtaining written permission of the Chancellor and the Athletics Director, as a football coach at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere requiring performance of duties prior to the expiration of the term of this appointment or any extension thereof. If after discussion, you wish to accept employment elsewhere as defined above, you must first obtain a release of this agreement from the Chancellor and Athletics Director, including a negotiated settlement to terminate the contract. Such release and settlement shall not be valid until accepted in writing by you and the Chancellor and the Athletics Director. Permission to discuss another position, release of this agreement or a negotiated settlement will be pursued in good faith and the university will not unreasonably withhold its approval or execution of a release for negotiated settlement.

You acknowledge and agree that given the public nature of _____ University, upon your acceptance of this appointment, this letter and the payment amounts and other terms and conditions contained in it shall not be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Law, N.C.G.S. § 132-1 et seq.

This offer is subject to the approval of the Chancellor of _____ University. Upon that approval, you will receive a confirmation letter. Your employment is subject to the _____ Board of Governors and _____ Board of Trustees' "Employment Policies for University Employees Exempt from the State Personnel Act" which can be found at _____

If you do not have access to the Internet, please contact me for a copy. Employment in this position is subject to the laws of the State of North Carolina and all policies of the _____ system and _____ University. In addition, you are obligated at all times to comply with the principles, policies, and regulations of the National Collegiate Athletic Association and the Atlantic Coast Conference.

This letter constitutes the full terms of our employment offer and supersedes all other commitments either written or verbal that may be made to you. To accept this offer, please date and sign a copy of this letter and return to me as soon as possible but not later than _____. We look forward to a rewarding relationship. If I may be of help, please let me know.

Sincerely,

I accept the offer of employment described in the above letter and understand that it is not effective until approved by the Chancellor of _____ University.

EMPLOYMENT AGREEMENT AND NOTICE OF APPOINTMENT
FOR ASSISTANT MEN'S BASKETBALL COACH

This Employment Agreement and Notice of Appointment ("Appointment") confirms the conditions offered and accepted for the appointment of _____ (hereinafter ASSISTANT COACH) as a member of the coaching staff of _____ University in the Department of Intercollegiate Athletics.

1. ASSISTANT COACH shall have duties and administrative responsibilities as assistant coach of men's basketball. Those duties are further described in the ASSISTANT COACH's Faculty Position Description, which is on file in the Athletic Department and in the Office of Human Resources. ASSISTANT COACH's Faculty Position Description may change from time to time during the period of this Appointment at the discretion of the Athletic Director.
2. This Appointment is for a fixed term period beginning _____ and ending _____ at 1.0 FTE. This Appointment is subject to the rules of the University and of the State Board of Higher Education, including all provisions that apply to fixed-term appointments, except as otherwise provided herein.
3. The annual salary rate computed on a 12-month, 1.0 FTE basis shall be \$117,312.
4. ASSISTANT COACH agrees that as a condition of employment by the University ASSISTANT COACH will not engage in, support, or knowingly tolerate any action violative of any governing constitution, bylaw, rule or regulation of the Pacific 10 Conference (PAC-10) or the National Collegiate Athletic Association (NCAA). ASSISTANT COACH agrees to advise the Athletic Director immediately if ASSISTANT COACH has reasonable cause to believe violations have or will occur.
5. ASSISTANT COACH agrees that as a condition of employment by the University ASSISTANT COACH will not accept gifts, other than from immediate family, accept any employment outside the institution, engage in any business transactions or commerce, participate in any coaching clinics or camps, endorse any products or services, or appear for payment on any radio or television programs, without having first notified and secured the written approval of the Athletic Director and the President or designee. ASSISTANT COACH shall comply with the _____ Policy on Outside Professional Activities.
6. ASSISTANT COACH shall report to the Athletic Director on October 15 of each year all athletically-related income and benefits from sources outside the institution, including, but not limited to, income from annuities, sports camps, housing benefits, television and radio programs, and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers, received in the previous 12 months. The report shall be filed with the Athletic Director on October 15 of each year and shall cover the period from October 1 of the previous year to September 30 of the current year. If ASSISTANT COACH's employment with University initially commenced after October 1, the report shall cover that portion of the reporting period for which ASSISTANT COACH was employed. Reports shall be made on forms provided by the Director of

Intercollegiate Athletics. The Athletic Director shall forward reports to the President of the institution and a copy shall be retained in the faculty personnel file of the assistant coach. This report of income is separate and distinct from the prior approval of gifts and outside income required in Section 5.

7. This Appointment may be terminated prior to the end of the fixed-term period, or sanctions may be imposed, for any of the causes set out in the State Board of Higher Education's Administrative Rules. One of the causes, as defined by the State Board Rules, is failure to perform the responsibilities of an academic staff member. For the purposes of this Appointment, such failure shall include, but not be limited to:

- a) engaging in, supporting, or knowingly tolerating any action violative of any governing constitution, bylaw, rule or regulation of the NCAA or the PAC-10 Conference, during the period of this Appointment or at any time during the 2 years previous to the execution of this Appointment, whether at this or another institution,
- b) failure to comply with the attached Code of Ethics of the State Board of Higher Education, which is incorporated herein by reference, and
- c) failure to carry out faithfully and diligently all department-related duties and responsibilities as assigned by the Director of Intercollegiate Athletics or Head Coach or this Appointment.

In the event University terminates this Appointment for cause, University shall not be liable to ASSISTANT COACH for any loss of collateral business opportunities or any other benefits, perquisites or income.

8. At any time after commencement of this Appointment, University may terminate this Appointment without cause by giving written notice to ASSISTANT COACH. The termination shall become effective no earlier than 15 days after receipt of the written notice. In the event of termination under this Section 8, and subject to the provisions of Section 8(a), University shall pay ASSISTANT COACH the amount of ASSISTANT COACH's annual base salary (as set out in Section 3) that would be due over the remaining term of the Appointment if it were not terminated. This amount shall be paid on a monthly basis prorated over the remainder of the term of the Appointment. ASSISTANT COACH understands and agrees that if this Appointment is terminated without cause, ASSISTANT COACH shall not be entitled to any benefits or compensation other than that set forth in this Section 8.

a. In the event of termination under this Section 8, ASSISTANT COACH agrees to make reasonable and diligent efforts to find new employment. After ASSISTANT COACH obtains such new employment, University's obligation to pay monthly salary shall cease unless ASSISTANT COACH's compensation in ASSISTANT COACH's new employment is less, when computed on a monthly basis, than the monthly obligation of University under this Section 8. In that event, University's obligation shall be reduced on a monthly basis by an amount equivalent to the compensation ASSISTANT COACH receives in his or her new employment. At any

time ASSISTANT COACH no longer serves in the initial employment after leaving the University, the University obligation, if any, under this Section 8 shall cease.

b. In the event of termination under this Section 8, ASSISTANT COACH agrees not to apply for unemployment compensation.

9. ASSISTANT COACH certifies that he or she has not knowingly been involved in violations of NCAA, PAC-10 Conference, or other intercollegiate athletic conference rules or regulations at this or any other institution in the two years immediately preceding the execution of this Appointment, and that he or she has not been the recipient of any disciplinary action including, but not limited to, termination or suspension from duties, by any other institution for violation of NCAA or PAC-10 Conference rules and regulations during the two years immediately preceding the execution of this Appointment.

10. ASSISTANT COACH shall be eligible to receive additional compensation for post-season competition in accordance with policies developed by the Athletic Director.

11. If ASSISTANT COACH participates in an sponsored camp, clinic or similar instructional event, payment shall be made on an overload compensation basis. The amount of payment shall be determined at the time the budget for the camp is approved in accordance with Department policies.

12. Tickets for Athletic competition may be provided in accordance with provisions in the Athletic Department Policies and Procedures Manual. University may cover the cost for ASSISTANT COACH's spouse and dependent children who are still living at home to accompany COACH to one away competition site that may include the PAC-10 Conference Tournament. University payment for such costs in all these cases shall be in the sole discretion of the Athletic Director and shall require his written authorization. "Costs" includes reasonable accommodations and meals at rates set by Athletic Department policy. ASSISTANT COACH may participate in the University's courtesy car program, subject to the provisions in the Athletic Department Policies and Procedures Manual.

ASSISTANT COACH understands that these benefits, if received, will be reported and likely are taxable.

MULTI-YEAR AGREEMENT

THIS AGREEMENT is made and entered into by and between
University, hereinafter referred to as _____ and _____, hereinafter
referred to as Coach.

WITNESSETH: That _____ hereby employs Coach as Assistant Football
Coach at _____ University, and Coach accepts said employment under the following
terms and conditions:

1. Term of Agreement: The term of this Employment Agreement shall be January 1, 2006 through December 31, 2008.
2. Compensation:
 - (a) Base Salary: The annual base salary rate shall be \$ 220,000.00 payable bi-weekly. Effective January 1, 2007, the annual base salary rate shall be \$230,000. Effective January 1, 2008, the annual base salary shall be \$240,000. The base salary may be amended upon mutual agreement of Coach and _____, by execution of a letter of amendment signed by _____ and Coach.
 - (b) Fringe Benefits: Coach shall be entitled to participate in the fringe benefits available to all athletic department employees.
 - (c) Bowl Bonus: Coach may, from time to time, receive bonus compensation, should the _____ football team participate in a post-season bowl game. The amount of bonus compensation shall be agreed between the Head Football Coach and the Athletic Director, but shall not exceed one-twelfth of his annual salary.
 - (d) Other Bonus: University, at its sole discretion, may award bonuses based upon extraordinary achievements such as,

but not limited to, conference championships, divisional championships, outstanding academic achievements, etc.

The amounts shall be from legally available funds and the amount of the bonuses shall be at the sole discretion of the University.

- (e) Courtesy Car: University may provide, at its sole discretion, a courtesy car for use by Coach. Provision of such case is not part of the consideration of this contract and may be revoked at any time.

3. Coach's Duties.

- (a) The duties of Coach shall be the usual and customary duties of an assistant football coach including, but not limited to, student-athlete recruitment, teaching and coaching football, monitoring and coaching the overall athletic and academic development of student-athletes, and any such other reasonable duties of an athletic nature as may be assigned by the Head Football Coach or the Athletic Director of University. Coach shall provide the University with his most dedicated and conscientious services and shall perform his duties with the highest standards of the profession.
- (b) Coach shall perform his duties in compliance with the policies and rules of the University, the State, the National Collegiate Athletic Association (NCAA), the Atlantic Coast Conference (ACC), and any other association, conference, or like organization with which the University is, or may become, affiliated. Coach shall report any or suspected violations of NCAA or ACC rules by staff, students, or other representatives of the University of which the coach knows, suspects, or should have known. Coach shall be liable to the university for any

monetary damage suffered as a result of intentional violations of NCAA, ACC, or University regulations. In addition, in accordance with NCAA Rule 11.2.2, Coach agrees to provide a written detailed account annually to the chief executive officer for all athletically related income and benefits from sources outside the institution. Approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all employees.

4. Termination by University.

(a) Termination for Cause. Should Coach fail to perform any of his duties and obligations stated in Paragraph 3 above, or found "in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations." NCAA Contractual Agreements, Bylaw 11.2.1. Should termination occur pursuant to Bylaw 11.2.1, University may terminate this agreement without further obligation or liability upon thirty (30) days written notice to Coach. Should Coach be arrested or convicted of a felony or crime of moral turpitude, University may terminate Coach without any further obligation.

(b) Termination at the Convenience of the University. By giving written notice to Coach, the University shall have the right to terminate this employment without cause at any time. Coach agrees that any compensation remaining under this Agreement is subject to mitigation in the event terminates this Agreement and shall be reduced by any compensation from accrued leave.

(c) Duty to Mitigate: Notwithstanding the foregoing, Coach agrees to mitigate University's obligations to pay the foregoing payments by making diligent efforts to obtain full-time employment, business or professional income (for example, but not limited to, football coaching, media commentator, speaking engagements, teaching or other academic activities, consulting or participation in business or any other income producing opportunities). Coach shall begin making such diligent efforts to obtain such income as soon as practicable but not later than thirty (30) days following such termination and each thirty (30) days thereafter shall provide University with a written report of the specific efforts undertaken in this regard including the amount of income, if any, resulting directly or indirectly therefrom. University's financial obligation under this contract shall cease or be reduced commensurately by the amount of any such income.

Failure to make such diligent efforts shall be a material breach of this agreement and shall relieve of its obligations to pay any liquidated damages.

(d) Liquidated Damages: Alternatively, University at its sole discretion, may provide, in lieu of the provisions in Paragraph 4(b) and 4(c), liquidated damages in the amount of one-half of annual base salary times the number of years, or portion thereof, then remaining in this Agreement based on these conditions.

1. The University shall not exercise 4(d) prior to the end of the normal hiring period (April 30 of the year following the effective date of termination), unless Coach has not acted in accordance with the provision of 4(b)(c).

2. Should University exercise paragraph 4(d), University shall not exercise 4(c) at any future time.
 3. Once Coach secures full-time employment and University accepts mitigation pursuant to 4(c), University shall not thereafter exercise paragraph 4(d) while Coach is gainfully employed.
- (e) Consultation: University, at its sole discretion, may engage the services of Coach as a consultant beyond the term of this employment agreement. Such engagement shall not exceed one year. Coach shall not be entitled to participate in fringe benefits available to other Athletic Department employees. Said consulting contract is separate and distinct from the employment agreement.
- (f) Termination by Coach -- Liquidated Damages. Coach may terminate this Agreement by furnishing the University three (3) days written notice to accept other employment, provided that Coach shall also tender to the University liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00). Likewise, Coach's act of accepting another position shall be deemed to automatically terminate this agreement and shall release the University, its employees, officers, and trustees from any obligation hereunder.
- Notwithstanding the foregoing, should Coach secure a position that a reasonable person within the football coaching profession would believe to be a professional advancement, or with the express written permission of the Head Football Coach and approved by the Athletic Director, said amount shall be waived. Further, should

Coach not receive a written intent to renew the terms of this employment agreement at least one year prior to the expiration date, then liquidated damages shall be waived should Coach accept other employment.

4. Elimination of Grievance Rights. Coach agrees that as part of the consideration for this agreement Coach waives any and all grievance rights under the South Carolina State Employee Grievance Procedure Act as it may be amended.
5. Complete Agreement. Coach and Clemson agree that this Agreement is the sole and complete Agreement between the parties and that all prior contracts and agreements for personal services between the parties are hereby cancelled.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

13th day of February, 2006.

UNIVERSITY OF _____ ASSISTANT COACH AGREEMENT

This Agreement is made by and between the University of _____ ("the University") and _____ ("the Coach").

In consideration of the mutual covenants and conditions contained herein, the University and the Coach agree as follows:

1. Employment—Subject to the conditions stated in the provisions of this agreement, the University hereby employs the Coach as an assistant coach of the men's varsity football team at the University, and the Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. The Coach shall perform such duties as may be assigned in connection with supervision and administration of the football program, and such other duties and responsibilities usual and customary to an assistant head football coaching position in an intercollegiate program, as may be assigned by the University. The Coach shall work under the immediate supervision of, and report directly to, the Head Football Coach of the University ("the Head Coach"), and shall confer with this supervisor on all matters requiring administrative and technical decisions.
2. Term—The term of this Agreement shall begin _____, and shall terminate on _____ subject to the conditions herein. This employment agreement in no way grants the Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University.
3. Compensation—In consideration for services and continuous satisfactory performance of the conditions of this Agreement by the Coach, the University promises to pay the Coach:
 - 3.1. A salary at the annual rate of _____ effective _____, payable in equal installments at the end of each regular University pay period.
 - 3.2. Except as herein provided, the Coach shall be entitled to the same non-financial personnel benefits that are provided to the University's Exempt Faculty Non-tenured Contract employees, except for annual leave which is not a benefit provided under this agreement.
 - 3.3. The foregoing compensation shall be subject to the same payroll deductions (for example, state and federal taxes, F.I.C.A. withholding, and retirement plans) that apply to the University's Exempt Faculty Non-tenured Contract employees.

4. **Coach's Duties**—In consideration of the annual salary and other benefits which may become due and payable to the Coach under provisions of this Agreement, the Coach does promise and agree as follows:
- 4.1 Faithfully and conscientiously to perform the duties assigned by the Head Coach and the Director of Athletics of the University of _____ ("the Director of Athletics"), as specified in paragraph 1 above, and to maintain the high moral and ethical standards commonly expected of the Coach as a leading representative of the Department of Intercollegiate Athletics at the University.
 - 4.2 To devote such time and attention and energy to the duties of assistant football coach as are required to faithfully discharge the duties as set forth herein; and as are required for promotion of the University's Athletic program; and to avoid any business or professional activities or pursuits that will conflict with his performance of the duties under this Agreement, or will otherwise interfere with the University's interests.
 - 4.3 To recognize and comply with the laws, policies, rules, and regulations of the Department of Intercollegiate Athletics ("ICA"), the University of _____, the National Collegiate Athletic Association ("NCAA"), and the Atlantic Coast Conference ("ACC") as now constituted or as may be amended during the term hereof, including NCAA bylaws 11.2 attached. This shall include adhering to ICA policies and procedures in critical areas, to include but not limited to, recruiting, compliance, university and team related travel, attending coaches meetings, and completing appropriate compliance forms. The Coach shall be responsible, through education and monitoring, to ensure all employees and other persons affiliated with the football program for which he is administratively responsible comply with aforesaid policies, rules and regulations. The Coach shall be accountable for violations by any employee or other persons affiliated with the football program for which he is administratively responsible for supervising or controlling; provided, with reasonable foresight and knowledge he should have prevented the occurrence. The Coach shall immediately inform the Compliance Officer of any suspected violations and assist in the investigation and reporting thereof, if requested.
 - 4.4 To acquit himself at all times in a professional and sportsman-like manner. The Coach recognizes he is a highly-visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes. The Coach will avoid profane, discourteous, or insulting behavior towards student-athletes, referees, spectators, and members of the media.
 - 4.5 Except as may be authorized in advance by the University's Professional Sports Counseling Panel and thereafter reported to it, to avoid contact with any person known to be acting or have a history of acting as a sports agent, a "runner", or any other individual employed by or performing services for them. The Coach will

conscientiously observe and enforce the regulations governing amateurism and the relationship between sports agents and student-athletes at the University of

- 4.6 The Coach agrees that academic progress and achievement of the student-athletes under this supervision is of the highest importance. The Coach agrees to adhere to the University's standards and goals for the academic performance of its student-athletes in his recruitment, supervision, and coaching of players. The Coach agrees to follow diligently any directives from the Head Coach and the Director of Athletics (or Designee) concerning such matters.
- 4.7 The Coach agrees to conscientiously observe all University, NCAA, and ACC rules pertaining to outside income. The Coach shall request in writing and must receive the prior written annual approval of the President of the University before negotiating for or receiving any athletically-related income or benefits from the sources outside the University. These sources include, but are not limited from:
 - a. Annuities;
 - b. Sports Camps;
 - c. Housing Benefits (including preferential housing arrangements);
 - d. Country-club memberships;
 - e. Complimentary ticket sales;
 - f. Television and radio programs; and
 - g. Endorsement or consultation contracts;
 - h. Other promotions.

The Coach's request to the President shall include the amount of income from each contemplated outside source.

- 4.8 With regard to outside income, the Coach reserves the sole right to control the use of his image in any advertising of products or services. In connection therewith, the Coach is authorized to represent himself as an Assistant Football Coach of the University during the term of this agreement and to appear in clothing containing University logos, and/or other insignia, both on and off University premises.
- 4.9 The Coach shall submit a written report to the Director of Athletics describing any athletically-related income and benefits from sources outside the University by June 30th of each year. The form of this report shall be determined by the Director of Athletics. The Director of Athletics may require reasonable additional or verifying information.

5. Radio and Television

5.1. The University, through the Department of Intercollegiate Athletics, will exercise reasonable efforts to obtain radio and television appearances for the Coach. Any revenues generated by such appearances shall be the sole and exclusive property of the University. In any year the University requires the personal appearance of the Coach in connection with any radio or television agreement, the University guarantees the Coach a payment of

Payment for these services shall be made on

5.2. With regard to any radio or television show obtained by the University pursuant to Paragraph 5.1., the Coach agrees to make appearances during the football season for such television and radio shows as are reasonably required at such times and places as are mutually convenient.

6. Personal Appearances on Behalf of the University -- The Coach shall be available for media and other public or private appearances at such times and places as the University, through the Department of Intercollegiate Athletics, may reasonably require and determine to be beneficial to promoting the University and its Intercollegiate Athletic Program. The Coach shall comply in all material respects with such requests. For these services faithfully performed by the Coach during each fiscal year, the University will pay the Coach

Payment for these appearances shall be made on or about,
annually.

7. Fund Raising Activities -- The Coach shall be available for public and private fund raising and development activities at such times and places as the University, through the Department of Intercollegiate Athletics, may reasonably require and determine to be beneficial to the University and its Intercollegiate Athletic Program. The Coach shall comply in all material respects with such requests. Fund raising shall include, but is not limited to, activities to foster the continued growth of the and Gridiron Network, to cultivate potential donors, and to solicit major gifts. It is understood that fund raising may require the Coach to participate in events organized by contributors and sponsors of Intercollegiate Athletic programs. For fund raising services faithfully performed by the Coach during each fiscal year, the University will pay the Coach

Payment for these appearances shall be made on or about annually.

8. Services, Equipment and Apparel Endorsements

8.1 The University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of services, equipment, or apparel that may be worn or used by student-athletes or Athletic Department personnel in practices and public performances. Any revenue generated from such agreements shall be the sole and exclusive property of the University.

- 8.2. Except as expressly provided in paragraph 5 ("Radio and Television") and paragraph 8.1. ("Services, Equipment and Apparel Endorsements"), if the Coach desires to engage in any endorsement, consulting, or broadcasting activities for a fee, the Coach shall first notify the Director of Athletics in writing. If the Director of Athletics does not prohibit, in writing and on a reasonable basis, such activity within 7 days of notice by the Coach, the Coach shall be entitled to engage in such activity.

9. Football Camps

- 9.1. The Coach shall not endorse, sponsor, approve or operate any sports camp on University premises without the specific written approval of the University.

10. Additional Financial Matters

- 10.1. The Coach shall conduct such travel as is necessary to carry out his duties as assistant football coach, and shall be entitled to reimbursement for travel expenses pursuant to the University's rules and rates therefor.
- 10.2. The University, through the Department of Intercollegiate Athletics, will provide the Coach with a car allowance in an annual amount of ~ payable in equal installments at the end of each regular University pay period, during the term of this agreement to lease a late-model automobile for his personal use. Anything to the contrary notwithstanding in this Paragraph 10.2, the Coach may use any car allowance received from the University as he sees fit.
- 10.3. The Coach shall receive use of six (6) tickets for regular season home football games and six (6) tickets for regular season away football games. The Coach will not offer these tickets for use by a person working (or who has worked) as a sports agent or a person employed by or performing services for a sports agent without the prior written approval of the Director of Athletics.
- 10.4. In addition to the tickets listed in 10.3, the Coach shall be eligible for the following complimentary tickets during the term of this contract:
- (a) Regular Season Tickets:
 - Two (2) regular season tickets for home men's basketball games.
 - Two (2) regular season tickets for home women's basketball games.
 - (b) Post-Season Tickets – For any post-season competitions in which the Coach participates, he/she shall be eligible to receive six (6) complimentary tickets for his sport, subject to availability. The Coach may request the opportunity to purchase tickets at face value to post season competitions for other varsity teams, subject to availability.

As may be required by federal or state tax provisions, it shall be the responsibility of the Coach to report the value of benefits received under this paragraph and to pay any tax arising therefrom. Subject to NCAA rules, the use of these tickets is left to the Coach's discretion; however, the sale or exchange of these tickets can raise issues under

State Ethics laws, including but not limited to, soliciting gifts or creating a conflict of interest. It is the responsibility of the Coach to consult with the University's legal office and/or the State Ethics Commission before selling or exchanging his/her tickets for any tangible benefit.

- (c) **Pass List**- During the term of this contract, the Coach will be eligible to utilize the recruiting pass list for complimentary admissions to designated varsity competitions, including but not limited to football, women's basketball and men's basketball. The number of pass list admissions available to the Coach will be subject to availability and limited for use by high school or junior college coaches, and high school or junior college prospective student-athletes and their family members. Family, friends, prospect donors, or business associates are not eligible for admission on the recruiting pass list. Requests for inclusion on a separate pass list for prospective donors and business associates will be reviewed and managed on a case-by-case basis by an administrator assigned to that sport. All such requests should be submitted no later than two hours prior to game time but preferably earlier.

- 10.5. The University shall pay the Coach a bonus in each year that the football team is selected to compete in a Post-Season Bowl game. Said bonus will be as follows:

- a. The coach will be paid a bonus of _____ if the football team finishes the regular season in sole possession of first place in the ACC football standings.
- b. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for first place in the ACC football standings.
- c. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for first place in the ACC football standings.
- d. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for first place in the ACC football standings.
- e. The coach will be paid a bonus of _____ if the football team finishes the regular season in sole possession of second place in the ACC football standings.

- f. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for second place in the ACC football standings.
- g. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for second place in the ACC football standings.
- h. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for second place in the ACC football standings.
- i. The coach will be paid a bonus of _____ if the football team finishes the regular season in sole possession of third place in the ACC football standings.
- j. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for third place in the ACC football standings.
- k. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for third place in the ACC football standings.
- l. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for third place in the ACC football standings.
- m. The coach will be paid a bonus _____ if the football team finishes the regular season in sole possession of fourth place in the ACC football standings or tied for fourth place in the ACC football standings.
- n. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for fourth place in the ACC football standings.
- o. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for fourth place in the ACC football standings.
- p. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for fourth place in the ACC football standings.

- q. The coach will be paid a bonus of _____ if the football team finishes the regular season in sole possession of fifth place in the ACC football standings.
- r. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for fifth place in the ACC football standings.
- s. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for fifth place in the ACC football standings.
- t. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for fifth place in the ACC football standings.
- u. The coach will be paid a bonus of _____ if the football team finishes the regular season in sole possession of sixth place in the ACC football standings.
- v. The coach will be paid a bonus of _____ if the football team finishes the regular season in a two-way tie for sixth place in the ACC football standings.
- w. The coach will be paid a bonus of _____ if the football team finishes the regular season in a three-way tie for sixth place in the ACC football standings.
- x. The coach will be paid a bonus of _____ if the football team finishes the regular season in a four-way tie for sixth place in the ACC football standings.

The University's obligation under this paragraph will be paid to the coach on March 1 of each year during the life of this agreement.

- 10.6 At the end of each academic year, the Coach will be eligible to receive a bonus depending on the graduation rates of student-athletes in the men's football program.
- a. The University shall pay the Coach a bonus of _____ provided that the graduation rate of the men's football program, as reported by the NCAA for the most recent reporting period, is 86% or higher.
 - b. The University shall pay the Coach a bonus of _____ if the reported graduation rate of the men's football program, as reported by the NCAA for the most recent reporting period, is less than 86%, but

greater than or equal to 76%.

- c. The University shall pay the Coach a bonus of
if the reported graduation rate of the men's football program, as reported by the NCAA for the most recent reporting period, is less than 76%, but greater than or equal to 65%.

Payment will be made on _____ following the date the NCAA report is available.

- 10.7. The University shall pay the Coach a bonus of
provided that with regard to all football student-athletes, the coach or any other member of the football staff:

- a. There are no violations of the University's Code of Student Conduct or its Code of Academic Integrity; and,
- b. There are no arrests, indictments, or convictions for any criminal or suspected criminal conduct; and,
- c. There has occurred no neglect or willful conduct which the Director of Athletics concludes violates the NCAA Constitution or the NCAA Operating Bylaws, especially this pertaining to ethical conduct.

Payment, if earned, will be made on _____

11. Termination

- 11.1. Notwithstanding paragraph 2, this Agreement shall terminate upon the occurrence of any of the following events, and except for the payment of any salary or other compensation, or installments thereof, which have accrued for services performed as of the date of termination, the rights and obligations of the parties shall cease:

- a. In the event of the Coach's death or permanent disability. A disability shall be presumed permanent for purposes of this paragraph if the Coach is unable to perform his normal and customary duties for a continuous period in excess of 180 days.
- b. In the event of the Coach's resignation from University employment or upon his acceptance of other employment (subject to paragraph 12 herein).
- c. In the event of cause as determined by the Director of Athletics; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director of Athletics. The decision

of the Director of Athletics shall be final.

Cause shall include material misconduct, moral turpitude or a pattern of unprofessional-like behavior, insubordination, refusal, neglect, or failure to render services or otherwise fulfill completely the duties and obligations established in this agreement. Cause includes neglect or willful conduct which the Director of Athletics concludes violates the NCAA Constitution or the NCAA Operating Bylaws, especially those pertaining to Ethical Conduct. If the Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. The Director of Athletics may suspend (with or without pay) or reassign the coach pending an investigation, decision, or other matter relating to the existence of cause for termination.

11.2. In addition to the reasons for termination set forth in the preceding paragraph, the performance of work under this Agreement may be terminated by the University whenever the University determined that termination is in its best interests. Any such termination shall be effected by delivery to the Coach of a written Notice of Termination specifying the date upon which such termination becomes effective. In the event of a termination pursuant to this paragraph, the Coach shall be entitled to continue to receive for the remaining portion of the term of this agreement as if he were still employed:

- a. The salary as provided in paragraph 3.1;
- b. The Radio and Television payment provided in Paragraph 5.1; and
- c. The automobile payment provided in 10.2.

However, the Coach shall have an affirmative duty to mitigate amounts paid by the University by actively seeking employment in his profession during the remaining portion of the term. In the event the Coach secures other employment, whether compensated or uncompensated, during the remaining portion of the term of this Agreement, he is obligated to notify the University in writing of the terms of that employment before the first day of said employment, including salary and any additional compensation. The University has the right to reduce continuing payment obligations to the Coach to the extent that he earns other salary and additional compensation. In the event of uncompensated employment, or employment below the fair market value of such employment (hereinafter collectively referred to as "Volunteer Employment"), the University has the right to reduce the continuing payment obligations to the Coach in the amount of the fair market value of the Volunteer Employment, plus the amount of any other additional non-salary compensation received. Fair market value shall be the salary received by similarly situated coaches employed by the entity receiving the Coach's Volunteer

Employment services. Failure to notify the University as required under this paragraph shall be considered a material breach of this Agreement, and shall relieve this University from all future obligations to make payments to the Coach under this Agreement.

12. Actions other than Termination

- 12.1 Notwithstanding anything in Paragraph 11.1.c, above, in the event the Director of Athletics determines the Coach to have engaged in material misconduct, moral turpitude or a pattern of unprofessional-like behavior, insubordination, refusal, neglect, or failure to render services or otherwise fulfill completely the duties and obligations established in this agreement, it shall lie in the discretion of the Director of Athletics to take action other than termination; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director of Athletics. The decision of the Director of Athletics shall be final. Actions the Director of Athletics may take include, but are not limited to, a written reprimand, a suspension (with or without pay), a forfeiture of future bonuses or benefits; loss of a planned salary increment or merit raise, probation, or permanent reassignment.
- 12.2 The Director of Athletics may suspend (with or without pay) or reassign the Coach pending an investigation, decision, or other matter relating to the existence of cause for action under this paragraph.
- 12.3 In the event that the Head Football Coach accepts other employment or otherwise voluntarily terminates his employment agreement with the University, then the Director of Athletics or designee may modify the duties, responsibilities, and/or reporting relationship of the Assistant Coach. Such reassignment to another similar or comparable position shall be made with consideration of the employee's knowledge, skills, abilities, and salary. The Director of Athletics or designee shall provide the Coach with two weeks written notice of reassignment prior to the effective date of the action. Failure to report to the reassigned position shall be considered an immediate voluntary resignation.

13. Other Employment

- 13.1 The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as a football coach which, in addition to future acquisitions of coaching experience at the University, as well as the University's special need for continuity in its football program, will render the Coach's services unique. The Coach recognizes that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term if this contract or any renewal thereof, would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensated by money

damages.

- 13.2 The Coach therefore agrees and hereby specifically promises, not to accept employment, under any circumstances, as a football coach at any institution of higher education which is a member of the National Collegiate Athletic Association, or for any football team participating in any professional league or conference prior to the expiration date of this contract or any extension thereof, without first obtaining a release of this contract, or a negotiated settlement thereof in writing accepted by the Coach and the Director of Athletics, which settlement will not be unreasonably withheld.
14. Relationship Between the Parties--The relationship between the Coach and the University shall be determined solely by the terms and conditions of this contract.
15. Limitation of Remedies--The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral, business opportunities, or compensation arrangements set forth herein, or for costs and attorneys fees in the event of a breach hereunder.
16. Assignment--Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party.
17. Governing Law--This Agreement shall be governed by and construed under the laws of the Sovereign State of
18. Severability--If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
19. Modifications--This Agreement constitutes the entire understanding between the University and the Coach and may not be altered except by a written amendment duly executed by both parties.
20. Confidentiality--Except as required by law and the NCAA or ACC rules, the terms of this contract, except for the term of the contract and the annual salary, shall not be disclosed to any outside party without the consent of both parties hereto.

IN WITNESS WHEREOF, the Coach and the authorized representative of
the University have executed this Agreement on this _____ day of _____.

University of

Outside Income Agreement (Bylaw 11.2.2)

NCAA Bylaw 11.2.2 - Athletically Related Income

This form is to be used by athletic department staff members and full-time coaches (head or assistant) as a means of reporting annual athletically related income and benefits received from sources outside the institution which are not already contained in an employment contract.

TO COMPLETE: Please indicate in the space below the actual dollar amount received for all athletically related income for the term. If you did not receive any athletically related income, please check the box, sign the form and return it to the Office of Athletic Compliance.

☐ Check here if no outside income was earned for the previous academic year.

Source of Athletically Related Income	Actual dollar amount
Use of a Vehicle	_____
Sponsoring Engagements	_____
Sports Camps or Clinics	_____
Complimentary Ticket Sales	_____
Endorsement or Consultation Contracts (circle one)	_____
A. Athletic Shoes	_____
B. Apparel	_____
C. Equipment	_____
Television Appearances or Commercials	_____
Radio Appearances or Commercials	_____
Income from corporations in exchange for charitable work	_____
Annuities	_____
Salary Supplement (From outside the department)	_____
Housing Benefits	_____
Country-Club Membership (From outside the department)	_____
Other (please specify below)	_____

I hereby certify that the above information is true and accurate and conforms to all NCAA, conference and institutional regulations governing outside income. I will notify the chief executive officer of any new information or sources of income that may occur in the future.

Athletic Staff Member/ Coach - PRINT NAME

Signature

Date

CHIEF EXECUTIVE OFFICER APPROVAL

