Football Bowl Subdivision Head Football Coaches' Contracts: An Analysis of Contractual Clauses in Intercollegiate Athletics

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Abstract

While many studies have been published on a variety of sport law topics, only a handful of scholars have contributed to the body of knowledge on issues related to college coaches' contracts. The current study examines the "state of the art" of college coaches' contracts using the content analytic method. All clauses included in the employment contracts (N=91) of head football coaches at Football Bowl Subdivision (FBS) schools were examined and coded in an effort to discover the essential, consistent, and unique components of the coaches' contracts. A total of 30 clauses were identified and coded. The study found that the most commonly included clauses related to essential contract terms (i.e. term of employment, duties and responsibilities, governing law and jurisdiction, and termination or buyout clauses) or terms with financial implications (i.e. base salary, fringe benefits, radio, television, and internet, outside income, summer camps, competitive bonus, and academic bonus).

Introduction

The escalation of salaries of head coaches at Division I schools in the often highly visible sports of football and men's and women's basketball have been increasingly discussed and scrutinized in recent years. Published reports (e.g., "Salaries and Contracts," 2016) of incomes above $7 million (Alabama's Nick Saban) and above $5 million for coaches such as Michigan's Jim Harbaugh, Texas' Charlie Strong, and Texas A&M's Kevin Sumlin continue to send shockwaves throughout the world of college sports. With athletics widely considered by many as the front porch of the university (Rhoden, 2008), intercollegiate athletics is not simply a competitive means for young men and women to exert themselves with the goal of remaining in good physical condition while working towards a degree. Rather, the financial and legal implications of intercollegiate athletics have drastically influenced how intercollegiate athletic departments operate both administratively and competitively (Karcher, 2009). Many schools rely on the publicity and revenues generated by their college football programs, and football coaches are often the highest paid state officials (Clayworth, 2012).

Coaches' compensation packages at Football Bowl Subdivision (FBS) schools create expectations for these coaches to perform at high levels both on and off the field (Wieberg & Upton, 2007). On the field, it is the head coach's responsibility to ensure the maintenance of a competitive program from a "wins and losses" perspective. Moreover, off the field, the head football coach is responsible for recruiting competent and scholastically capable student-athletes to the school (Sack, 2008). Also, the school expects the head coach to serve as an ambassador to the university by appealing to donors, alumni, and fans. While there has been a great deal written in the mass media about what some consider extremely high salaries for high profile college coaches, very little scholarly research has been produced on the rudiments of the written agreements that serve as the instrument upon which universities and head coaches use to consummate their relationship from an employment perspective (Greenberg & Smith, 2007; Lopiano, 2008).

With the large investment of money that colleges and universities are paying head football coaches at elite football programs, employment contracts have become essential to ensuring that schools are responsibly entering into employment arrangements with coaches by putting into a written document the various aspects, conditions, and expectations of employment (Greenberg, 2001). A well-crafted employment contract protects both the institution and the coach, hopefully resulting in a productive and successful relationship.

Schools should be concerned about the potential negative consequences of a poorly constructed employment agreement. It could be challenging for the school's director of athletics to get the coach to perform important duties such as speaking at alumni association functions and meeting prospective donors to the school if those responsibilities are not included in the football coach's contract. Additionally, if the coach's employment is terminated, a publicly embarrassing legal dispute could arise centering on the interpretation of contract language that is unclear. In order to avoid such types of issues, university presidents and athletic directors need to work together to protect the university's assets and reputation by ensuring that the employment agreement makes sense for the university by protecting it from all foreseen adverse circumstances.

All contracts are the product of negotiation between two or more parties, and the coach will try to include terms that serve his needs and best interest. Expectations for success make a head football coach's job increasingly difficult, so the coach will likely want financial security that will carry him through as he rides the coaching carousel. The coach will also try to exercise as much control as possible over all aspects of the football program that will determine his success.

The purpose of this study is to examine the "state of the art" relative to intercollegiate athletics football head coaches' contracts. In 1987, Stoner first examined the elements of college coaches' contract from the university perspective; in 2001, Greenberg responded with a "Coach's Bill of Rights" examining contract terms from the coach's perspective. Another decade has transpired, necessitating an examination of the various clauses included in contemporary head football coaches' contracts. This study determines the prevalence of all clauses present in coaches' contract, and assesses whether these employment contracts have become more sophisticated over time.

Fundamentals of Employment Contracts

While a variety of legal areas (e.g., torts, criminal law, employment law, intellectual property, antitrust law, agency law, Constitutional law) are applied to the sport industry, contract law is the foundational legal theory related to employment contracts for head football coaches of intercollegiate programs. As a conceptual framework, the underlying premise of contract law is that promises should be enforced and reasonable consequences should be provided as a remedy if a promise by one person to another person is breached (Ferriell, 2009). Moreover, contract law scholars (e.g., Emanuel, 2010) universally agree that legally enforceable contracts include an offer, acceptance, and consideration (Murray & Murray, 2013). Regarding contractual agreements, a bilateral contract is used to legally consummate the business relationship between a university and their head coach (Epstein, 2008). In these contracts, the university agrees to pay the coach an agreed sum of money in exchange for his ability to: captivate alumni while attracting fans and prospective students to the school; remain in compliance with NCAA, university and conference (if applicable) rules and regulations; and field competitive programs that win enough games to satisfy university stakeholders (Greenberg, 2001). With the high competitive expectations and substantial financial investment that universities make in football coaches at FBS schools, universities need carefully written employment contracts so that all foreseeable issues get reduced to a written document.

Given the significant number of coaches' contracts and the serious consequences related to breach of contract, there has been surprisingly little scholarly inquiry. Stoner (1987) was the first to examine coaches' contracts, providing advice for colleges and universities in negotiating terms for these contracts. Greenberg responded to Stoner's article with his own advice representing college coaches in negotiating contracts in 1992. In 2001, Greenberg created a "Coach's Contractual Bill of Rights" and provided a detailed examination of college coaches contracts, defining the various clauses and providing numerous examples from the coach's perspective. Greenberg and Smith (2007) examined the contracts of football and men's basketball assistant coaches and analyzed the rights and protections for assistant coaches contained within these employment contracts. In 2008, Lopiano looked broadly at multi-year and at-will agreements as the two basic types of coaches' contracts and recommended components important to the construction of soundly written employment contracts. In 2009, Karcher examined the consequences of a college coach breaching his employment contract with a school.

Others have studied specific clauses found in coaches' contracts. In 2006, Moberg explored the use of arbitration clauses in collegiate coaches' contracts. Also in 2006, Greenberg used the *O'Brien v. The Ohio State University* (2006) case to set the stage for a detailed examination of termination clauses in coaches' contracts. Academic bonus clauses in football coaches' employment contracts were analyzed by Greene (2008), who concluded that the clauses did not impact the graduation rates of the football student-athletes. Epstein (2011) looked generally at interesting clauses in coaches' employment contracts as well as a variety of other sport agreements.

Analysis of collegiate coaches' contracts has also been explored using quantitative sport management research methods. Inoue, Plehn-Dujowich, Kent, and Swanson (2013) examined incentive compensation in FBS college football coaching contracts, concluding that the maximum total compensation of coaches increases with their past performance, and coaches with greater human capital tend to receive a compensation package where bonuses account for a smaller proportion of the maximum total compensation.

Only a handful of scholars have contributed to the research and body of knowledge on issues related to college coaches' contracts. Therefore, this study advances the knowledge in this area by determining the prevalence of the various clauses in current NCAA FBS football coaches' contracts. Because of the increasing importance of employment agreements in terms of the monetary investments being made in football coaches, the publicity surrounding the various issues of coaching contracts (e.g., buyouts, terminations, extensions, referent comparisons, bonuses, student-athlete performances), the responsibilities expected of the various stakeholders involved, etc. a thorough and clear coaching contact can protect the athletic department, university, and coach. While the most recent research has focused on specific clauses, this study looks holistically at the entire employment agreement, identifies the prevalence of all clauses utilized in these contracts, and analyzes them from both the university and coach's perspectives.

Methodology

The population for this study is the 120 colleges and universities that are members of the NCAA FBS in 2011. Demographic information regarding the race, age, years of experience, and academic degree earned for each coach whose contract was examined was taken from the official athletics website for each of the institutions included in the study. The football stadium capacity and football winning percentage were also obtained from each institution's official athletics website. Undergraduate student enrollment and athletic department revenues were gathered from the U.S. Department of Education Equity in Athletics Disclosure Act (EADA) data cutting tool website. The Nielson Designated Market Area figures were used to identify the television market for each institution.

A Freedom of Information Act (FOIA) request for the football coach's contract was sent to the general counsel's office for all 120 institutions. Of the 120 FBS schools that comprise the FBS and are eligible to participate in the BCS, 17 are private institutions. While a FOIA request was made for the current contract for each school's head football coach, the 17 private institutions (i.e., Duke, Vanderbilt, Miami, SMU, BYU, TCU, Baylor, Syracuse, Northwestern, USC, BC, Wake Forest, Tulsa, Rice, Tulane, Stanford, and Notre Dame) did not provide a contract as permitted by law. Also, two universities (Penn State and Memphis) claimed that they were protected by state statutes and therefore did not provide a contract, and the U.S. Naval Academy also replied that the contract was not provided due to legal reasons. Six institutions (Maryland, Colorado, Pittsburgh, Temple, Northern Illinois and San Diego State) responded that the requested contracts were not yet available because the legal team was still working with the new coach to finalize the contract. Three universities (Arkansas State, Fresno State, and Virginia) never responded to repeated requests. Therefore, a total of 91 contracts were obtained for a response rate of 90.1% of the population of NCAA FBS public universities.

The unit of analysis for this study was the employment contract. Using the content analytic method to deconstruct each contract, the study identified the various clauses utilized in employment contracts for coaches at the highest level of intercollegiate athletic visibility and competition. Every clause in each head football coach's contract at the FBS schools that responded was analyzed, and 30 unique contract clauses were identified and coded.

The identification of the clauses analyzed in this study included those that were confirmed by a combination of a modified and vetted version of salient components of head coaches' contracts based on Greenberg's (2001) study of college head coach agreements and a panel of experts on matters pertaining to employment contracts of head football coaches in intercollegiate athletics. Greenberg's identified components included: duties and responsibilities; term of employment; "rollover" provisions; base salary; fringe benefits; moving-relocation expense allowance; bonuses; additional retirement benefits and retention or loyalty bonuses; outside or supplemental income; shoe, apparel, and equipment; radio, television, and internet; endorsements; summer camps; income from speeches and written material; termination clauses; income tax ramifications; buyout-opt out-release provisions; support of program; scheduling and assistant coaches; confidentiality-records; and arbitration (2001). The aforementioned resources provided verification that the components identified for use in this study are used in head football coaches' employment agreements by colleges and universities and also confirmed the appropriateness of the inclusion of each coded component. Using SPSS

Statistical Package 19.0, the properties of the large amounts of data gathered for this study were summarized and tabulated through the use of descriptive statistics (Healey, 2011).

The variables were coded by the primary researcher. Stempel (2003) postulated that in conducting a content analysis, multiple coders or a single coder can be used. The rationale for using one coder in this study is based upon the researchers' comfort level and familiarity with the codebook and legal jargon used in lengthy head coaches' contracts. To test intracoder reliability, a minimum of 10% of the documents are to be analyzed and coded twice. Agreement above 80% is considered acceptable (Stemple, 2003). Six weeks after the completion of the initial coding, 11% of the available contracts were selected and reanalyzed (e.g., recoded). The intracoder reliability testing determined that there were no agreement percentages lower than 93.5% for all the variables coded. Furthermore, the application of the Scott's Pi formula for chance agreement on the employment contract components resulted in agreement numbers no lower than .903. The overall observations were highly consistent (reliable) which provided assurance to the coder that the measures and protocols could be applied reasonably, consistently, and with confidence.

Results

Demographic information about the coaches and institutions included in this study illustrate the diversity within the NCAA Football Bowl Subdivision and therefore helps to develop a richer understanding of the unique interests of the parties negotiating these contracts. Of the 91 coaches contracts represented in this study, 89% of the coaches were Caucasian and 11% were African-American. The years of head coach experience ranged from 30 years for Frank Beamer at Virginia Tech to zero years for Will Muschamp (Florida), Kevin Wilson (Indiana), Darrell Hazell (Kent State), and Don Treadwell (Miami [OH]). The age of the coaches ranged from Bill Snyder (Kansas State) who is 71 years of age to Willie Taggart (Western Kentucky) who is 34. The majority of head coaches (61.5%) had a bachelor's degree, 36.3% had a master's degree, and 2.2% had a doctor of jurisprudence degree.

The undergraduate enrollment of the schools ranged from Arizona State with 54,277 students to the Air Force Academy with 4,619 students. The seating capacity of the football stadiums ranged from 109,920 at the University of Michigan to only 30,000 at Florida International, Akron, and Troy. The football attendance average over the past five years of the affiliated schools ranged from 109,920 (Michigan) to 12,406 (Eastern Michigan). The television market data for the affiliated FBS schools ranged from 17,707,200 households for Rutgers and Army to 120,200 for Wyoming. The overall football team winning percentage over the past five years ranged from Boise State with a team winning percentage of 92.4% to North Texas with a team winning percentage of 18.3%. The athletic department revenues of the study's schools ranged from $150,295,932 (Texas) to $9,462,946 (Louisiana at Monroe).

Coding of the 91 employment contracts determined that none of the agreements contained all 30 contract clauses. The range from greatest to least for the various provisions was 100% for term of the agreement and base salary clauses, to 1.1% for an employment investments clause. Table 1 provides a breakdown of the percentages that each component is included in the population of contracts.

Table 1: ***Coded Provisions for FBS Coaching Contracts Demographic Information***

Provisions	Number of Contracts	Percentage of Contracts
Term	91	100%
Base Salary	91	100%
Competitive Bonus	91	100%
Termination/Buyout	90	98.9%
Fringe Benefits	87	95.6%
Duties and Responsibilities	86	94.5%
Outside Income	85	93.4%
Radio, Television, Internet	79	86.8%
Summer Camps	79	86.8%
Governing Law and Jurisdiction	72	79.1%
Academic Bonus	69	75.8%
Shoe, Apparel, Equipment	59	64.8%
Hiring of Assistant Coaches	59	64.8%
Income Tax Ramifications	57	62.6%
Retirement/Retention of Loyalty Bonus	55	60.4%
Severability	47	51.6%
Endorsements	44	48.4%
Notifying AD of Other Opportunities	44	48.4%
Waiver	44	48.4%
Speech/Written Material Income	42	46.2%
Scheduling of Contests	38	41.8%
Confidentiality of Records	35	38.5%
Arbitration	27	29.7%
Relocation Expenses	25	27.5%
Opportunity to Consult with Others	24	26.4%
Solicitation of Donor Funds	20	22.0%
Reassignment	18	19.8%
Rollover	11	12.1%
Support of Program	8	8.8%
Employee Investments Clause	1	1.1%

Discussion

In the results section, the prevalence of various contracts clauses was identified. This section examines each of the clauses identified in this study and discusses the implications for both coaches and universities. Examples of the various clauses from the contracts are included as well.

Term of Employment

The "term of employment" clause was one of three clauses to appear in 100 percent of the contracts studied. This is not surprising, as the term is considered an essential element of a specified sum per day/month/year employment contract (Perillo, 2003). The term is the length of time, typically in years, that the employment contract is to be in effect; identifying a specific starting date and ending date (Greenberg, 2001). If a term is not identified, courts will assume that employment is "at will" allowing either party to terminate the agreement at any time (Greenberg, 2001).

The contracts contained several good examples of term of employment clauses. The contract between the University of Texas and Coach Mack Brown simply states that the university will employ him as its coach "for a term beginning September 1, 2007 and ending on December 31, 2016" (2007, p. 1). The term identified in the contract between the University of Cincinnati and Lyle "Butch" Jones allows for some flexibility for the end date based on potential team participation in bowl games, but is still identifiable:

> Subject to the terms and conditions of this Agreement, the University will employ Coach as the head coach for the University's intercollegiate athletics football program (the "Program") for the period beginning December 16, 2009, and ending December 31, 2014 or two (2) days following any University postseason game of the 2014-2015 football season, whichever occurs later (2009, p. 1).

There is no ideal contract term; as in all contract clauses, the ideal term is whatever both parties are willingly agree to. A university may desire a long term of employment to create stability in a program, reward a successful coach, or to assure fans and donors that a popular coach will remain with the program. Coaches may negotiate a long term of employment to provide time to recruit several classes, giving them time to show that the improvement and success of the team is truly their own work product.

Base Salary

A base salary clause specifies the amount of money the institution will pay the coach during the term of the agreement (Greenberg, 2001). Not surprisingly, 100% (91 of 91) of the contracts examined contained a base salary clause. For the employment agreement between George O'Leary and the University of Central Florida, the base salary clause provides: "An annual base salary of Two Hundred Twenty-Five Thousand Dollars ($225,000.00), effective July 1, 2006, payable in equal installments at the end of each regular University pay period" (2006, p. 1).

Schools may set the base salaries of coaches with the salaries of the campus community in mind in order to avoid affecting the perceived academic mission of the institution (Greenberg, 2001). As a result, a school may set the base salary of a coach low in proportion to his overall compensation package and supplement his overall compensation with sources from outside of the university. However, a review of the employment contracts in this study brought to light aberrations to this norm. For example, the head coach contract for Greg McMackin at the University of Hawaii notes that the "University agrees to pay Coach as compensation for services rendered in the amount of $1,100,004.00" (2008). Also, the University of Nebraska's contract with Mark "Bo" Pelini states, "In consideration of an annual salary of $1,851,000.00, and the further agreements and consideration hereinafter stated, Coach agrees to perform the duties set forth herein" (2009, p. 2). Possible reasons for such inflated base salary figures may have to do with Hawaii's location off the mainland and Nebraska's longstanding tradition in football and its perceived importance within the state.

Competitive Bonus

The competitive bonus provision was also included in all (N=91) of the coaching contracts. Competitive bonuses are somewhat controversial, as they amount to additional payments for successful performance of the coach's job. From the university perspective, competitive bonuses are justified as incentive for the coach to perform well, as the institution ideally will reap the rewards in increased donations and revenues. From the coach's perspective, competitive bonuses provide another means for increasing income beyond salary limitations. Qualification for, participation in, or winning a post-season bowl game, the regular season win/loss record, and participating in or winning a conference championship were all included in this category. Bo Pelini's contract with Nebraska, for example, provides for $850,000 in total competitive bonuses, including $250,000 for winning the BCS National Championship Game (2006).

Additionally, some of the contracts revealed that bonuses would be provided to the head coach based upon whether the football program reaches ticket sale benchmarks. Bonuses paid to a coach for a program achieving a prescribed amount on ticket sales was also included here because of the close relationship that competitive success has on ticket sales. For example, Troy University's employment agreement with Larry Blakeney states that, "The Coach is expected to be actively engaged in the annual soliciting and selling of tickets. If the TROY football team exceeds 13,000 annual season ticket sales, the Coach will receive $5,000" (2008). While winning is important in increasing ticket sales, the university may also desire a ticket sales provision because the NCAA has certain requirements regarding the average number of ticket sales in order for universities to remain at a certain level of competition (NCAA Manual, Bylaw 20.9.9.3). Moreover, the bottom line in college athletics, according to some scholars, is the ability for an athletics department to generate revenue (Sack, 2009; Sperber, 2004).

Termination Clause / Buyout Provision

A termination clause was included in 98.9% (90 of 91) of the contracts examined in this study (the only school in this study that did not include a termination clause in its contract was Louisville). A termination clause details the circumstances under which an employer can terminate the employment agreement with an employee (Sharp, Moorman, & Claussen, 2010). Generally, the university desires maximum flexibility in terminating a coach with minimum payout. Conversely, the coach seeks limited and specific circumstances for termination and substantial compensation (Greenberg, 2001). The termination clause may be the most difficult term to negotiate in the entire coach's contract (Greenberg, 2001). The parties must be careful that the damages reflect a reasonable and adequate bargained-for amount that will not be construed by the court as a penalty or punitive (Greenberg, 2001).

Termination without cause

Termination of the contract may be "without cause," generally occurring when the coach does not live up to the unwritten expectations for the football program. Termination without cause is also known as a "buy out", whereby the party who wishes to prematurely terminate "buys out" the remainder of the agreement (or some other amount specified as liquidated damages). Typically, the university is focused on containing the amount of damages it will be required to pay to the coach, while the coach negotiates this clause as a type of "loser's insurance" which will provide enough compensation to cover lost contract expectations and time to find a replacement position. While historically termination clauses protected the coach when the university sought to end the coaching relationship prior to the completion of the contract term, contemporary contracts are more likely to contain reciprocal termination clauses. In this study, the University of Mississippi was the only school that did not require the coach to pay the university if the coach left the university before the end of the contract term. The Rich Rodriquez settlement for $4,000,000 with West Virginia University after he breached his contract to become the head football coach at the University of Michigan is an excellent example of the need for the university to include a reciprocal termination clause in order to be compensated for the huge investment in salary, benefits, and bonuses that institutions make in their football coaches (*See* Complaint, 2008). The contract between the University of South Florida and coach Skip Holtz provides an example of a reciprocal termination clause:

> In the event that Coach voluntarily terminates this Agreement or his employment with the University without cause, Coach shall pay the University as liquidated damages the following: If Coach terminates the Agreement between now and December 8, 2011, Coach agrees to pay One Million Dollars and Zero Cents ($1,000,000). If Coach terminates the Agreement between December 9, 2011 and December 8, 2012, Coach agrees to pay Five Hundred Thousand and Zero Cents ($500,000). If Coach terminates the Agreement between December 9, 2012 and December 8, 2013, Coach agrees to pay Three Hundred Thousand ($300,000). Upon notice of termination by Coach, the University shall be relieved from all future obligations under this Agreement. . . . In addition, Coach will be asked to not contact current USF football recruits for one-year. <u>Termination by University</u>: In the event that the University terminates . . . the University shall be to continue to provide the Base Salary to Coach as set forth provided for in Paragraph 3 above (exclusive of benefits), as if Coach were fully performing his duties until the expiration of the agreement. . . . In the event of termination for cause, the University shall only be obligated to pay Coach one month of his Base Salary (2010, pp. 10-11).

<u>Termination for cause</u>

Employment contracts will also include a "termination for cause" or "just cause" provision. Termination for cause means that the institution is justified in terminating the relationship, is not considered a breach of contract, and generally is not required to pay damages. Defining the reasons an institution may terminate for cause may be one of the most contentious discussions in the contract negotiation process. Although failure to perform duties may be a straightforward reason to dismiss a coach for cause, other causes such as "bad behavior" will require significant definition (Greenberg, 2001). Typically, the university will prefer generalizable language such as "willful fraud" or "moral turpitude" to broadly protect the reputation of the institution and integrity of the athletics department and football program. On the other hand, the coach is likely to desire specific actions very narrowly defined (*See, e.g., O'Brien v. Ohio State University*, 2007 Ohio 4833).

<u>Fringe Benefits</u>

A "fringe benefits" provision was included in 95.6% (87 of 91) of the contracts examined in this study; only four coaching contracts (Florida State, Mississippi, Mississippi State, and Troy) did not include this clause. Expected employee benefits would include health insurance, paid vacation, and retirement, but fringe benefits typically include items such as country club memberships, use of an automobile or game tickets to university athletic events (Greenberg & Smith, 2007). Provisions of this kind help the institution attract competitive coaches, support coaches' recruiting and fundraising efforts, and provide additional compensation to the coach. Because competitive success in college football generates a great deal of money to an athletics department, appropriately compensating an effective head coach is a high priority for schools as indicated by the compensation packages provided to head coaches (Greenberg, 2001). An example of a fringe benefits provision is provided in the contract between the University of Wisconsin and former coach, Brett Bielema:

> As additional compensation, the Division shall provide to Coach, either directly or indirectly or through the University of Wisconsin Foundation: 1) use of one (1) automobile or annual car allowance in the amount of $4,200 paid in twelve (12) monthly installments each year during the Term of this Agreement; and 2) an individual gold play country club membership, including initiation fees, annual user fees, assessments and annual membership fees. If Coach is married during the term of this Agreement, he will be entitled to two (2) automobiles or car allowances as described above and a family golf play country club membership (2005, p. 2).

The common inclusion of fringe benefits clauses may indicate that these perquisites are expected by coaches, even as coaches' salaries continue to climb higher. There appears to be a relationship between the reputation, success and salary of the coach and the amount and value of fringe benefits included in the contract. For example, the agreement between Nick Saban and the University of Alabama includes:

> As additional compensation to Employee as Head Coach, during each Contract Year upon reasonable advance notice the University shall furnish or otherwise make available to Employee a non-commercial airline airplane for Employee's personal, non-business travel for a maximum of twenty-five (25) hours of flight time (2007, p. 20).

Duties and Responsibilities

Duties and responsibilities provisions are considered to be critically important, as job descriptions need to be clearly communicated to avoid confusion and conflicts between the coach and university (Sharp, Moorman, & Claussen, 2010). In concert with this assertion, this study found that the duties and responsibilities clause was included in 94.5% (86 of 91) of the contracts. Duties and responsibilities determine the obligation owed to the institution by the coach in exchange for the compensation provided by the institution. "From the university's perspective, a listing of specific duties is advantageous especially in attempting to enforce the termination provisions for just cause, i.e. failure to perform the duties and responsibilities specifically assigned" (Greenberg, 2001, p. 155). The absence of specific job requirements in the employment contract can hinder an athletic director's ability to hold the coach accountable. Similarly, the coach would ideally like notice of the expectations and responsibilities associated with the position in order to fulfill his duties and obligations under the contract. The University of California Los Angeles (UCLA) contract with Rick Neuheisel provides an example of a general, unenumerated duties and responsibilities clause:

> Coach agrees and hereby does accept employment in this position and agrees faithfully and diligently to devote substantially his full time to the performance of the duties of this position, including, at the direction of the UCLA Director of Intercollegiate Athletics (hereinafter "Director"), as the Director may reasonably request, cooperating with any third parties with whom University has contractual agreements (2007, p. 1).

Overall, there were five coaching contracts (Tennessee, Louisville, Minnesota, Mississippi, and Mississippi State) that did not contain an explicit duties and responsibilities provision.

Outside Income Disclosure

The outside income disclosure provision, included in 93.4% (85 of 91) of the contracts examined, is utilized in coaches' employment agreements so that schools can ensure that coaches are not using their affiliation with the school or the school's brand to earn additional money that the school is not aware of. Additionally, NCAA bylaw 11.2.2 mandates that coaches provide a "written detailed account annually to the president or chancellor for all athletically related income and benefits from sources outside the institution" (NCAA Manual, 2012-2013, p. 47). An example of this clause is the agreement between Kentucky and its now former coach, Joker Phillips:

> Coach agrees to provide a written detailed account to the Director of Athletics and the President of the University at least once annually, or more frequently upon request, for all athletically related income, compensation, gratuities or benefits from any and all sources outside the institution or for the use directly or by implication of the University's name or logo in the endorsement of commercial products or services for personal gain; in addition, Coach agrees that the approval of all athletically related income and benefits shall be consistent with the University's policy related to outside income and benefits applicable to all full-time employees (2010, p. 6).

The schools that did not include this provision in their contracts were Louisville, Auburn, Tennessee, South Florida, and Mississippi State. It would appear that these institutions are in violation of NCAA Bylaw 11.2.2 which requires that "Contractual agreements, including letters of appointment, between a full-time or part-time athletics department staff member…and an institution shall include" the athletically related income disclosure stipulation (NCAA Manual, 2012-2013, p. 47). This error may be due to confusion related to the repeal of a previous NCAA bylaw that required the coach to request permission in writing and obtain written approval from the chief executive officer prior to receiving any athletically-related income and benefits from sources other than the institution (*See* Greenberg, 2001). Currently, NCAA Division I coaches are required to comply with the institution's own policy related to outside income and benefits for all employees (NCAA Manual, 2012-2103, p. 47) which may or may not require prior written approval. Omission of the prior approval requirement may have led to omission of the annual written accounting provision as well.

Although NCAA rules no longer require prior written approval for coaches' to receive athletically related outside income, it may still be in the best interest of the university to negotiate such a clause. While athletics related outside income provides additional sources to supplement coaches' pay without triggering legislative restrictions or further draining the institution's resources, the institution is still advised to be informed of potential conflicts of interest or significant influences over the coach (Greenberg, 2001). The institution may also have concerns about the coach's ability to give 100% to his university position when others contributing substantial sums demand the coach's time and attention. Ideally, the institution already has a policy in place that requires all employees to comply with procedures prior to engaging in any entrepreneurial or business ventures separate from their university position. The following clause from the contract between Florida International University and Mario Cristobal illustrates expectations for compliance with university policy:

> Head Football Coach shall obtain prior approval of all athletically related income from sources outside the University in accordance with the University's Outside

Employment, Conflict of Interest Policy, NCAA regulations, and the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes (2006, p. 2).

Radio, Television, and Internet

The radio, television, and internet clauses were included in 86.8% of the employment contacts examined. The use of this provision is common in today's contracts as it connects the coach and school with the fans (Greenberg, 2001). With the extensive and ever expanding use of the mass media, new media, and social media by sport executives, this type of clause will increasingly be a staple in employment contracts for years to come as a revenue generation vehicle (Sack, 2008). There are a variety of ways to structure radio, television and internet clauses which can create significant revenue for institutions as well as additional income opportunities for the coach in most cases (Greenberg, 2001).

The university retains the most control when it owns all rights to the programming as well as production and marketing. In this situation, the contract clause may require the coach to make a fixed number of appearances in exchange for a fixed payment. Some institutions may require the coach to recruit potential sponsors or even make commercial endorsements on behalf of program sponsors (Greenberg, 2001). Coaches may have more control or latitude in this type of arrangement, ranging from a talent fee to a percentage of the production revenues.

The findings from this study revealed that 13% of the employment contracts used in this study did not include the radio, television, and internet clause. Some of these coaches may have independent contracts with media sources that are separate from the university employment contract and therefore nothing is reflected in the employment contract (Greenberg, 2001). A less likely scenario may be due to institutional reliance on boilerplate from past contracts and a failure to update their contracts to reflect current market trends. Technology-based multimedia and various ways to utilize new and social media to promote college sports make it important for schools to implement new media into their marketing and promotion strategy and update their coaches' contracts to reflect these changes in how their programs are marketed to the public. Another possible explanation is that the institution and/or coach does not see any potential for additional media revenue for that product in that particular marketplace, rendering a radio, television, and internet clause unnecessary.

Summer Camps

Summer camps are another area that presents potential for significant additional sources of revenue for the institution as well as additional sources of income for the coach. A summer camp is defined as a program that invites others (not members of the university team) to pay for coaching and participation in training, games and other fun activities, for a limited duration of time. Summer camps are not exclusively limited to the university summer break, and may be offered during other times such as winter break, spring break, or other holiday periods. Like radio, television, and Internet clauses, the summer camps clause was present in 86.8% of the employment agreements examined.

The ownership of the camp generally dictates the type of clause included in the contract. Universities have the most control over camps that are owned by the institution. In this case, the coach may be paid an additional fee for services rendered in directing, promoting and supervising the camp.

Coaches are likely to try to maintain independent ownership for camps, collaborating with the university or operating independently at sites off-campus. Historically, universities allowed coaches to conduct sports camps on campus and retain the money from such income (Greenberg, 2001). Scholars such as Sperber (1990) have criticized the ability of coaches to make money off of universities in this way. The coach will likely try to negotiate a clause that provides use of the university's facilities for summer camp without cost (typically for the use of courts or fields) or at a minimum or reduced cost (for dormitories or dining services).

Coaches that independently own and operate off campus camps retain the greatest level of control over their potential additional revenue generation. Issues that should be addressed in this situation generally concern use of the university's intellectual property (i.e. school name, school colors, or logos).

Contracts that did not include a summer camps clause (13%) may have not included it because separate university policy clearly identifies the relationship between the institution and the camp, and specifies appropriate policies and procedures to be followed.

Governing Law and Jurisdiction

The governing law and jurisdiction clause was found in 79.1% of the contracts in this study. This clause is utilized to clearly communicate to the school and coach the venue that would be used to hear a dispute between the two sides (Caughron, 2010). Generally considered to be an essential and routine clause in business contracts, university attorneys are wise to include these types of provisions so that there is no ambiguity regarding where and how disputes between the parties will be heard. An example of a school that included this provision is Auburn University with its former coach, Gene Chizik:

> This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama (without regard to any conflict of laws provision). Coach consents to the jurisdiction of any court of the State of Alabama and any federal courts in Alabama, waiving any claim or defense that such forum is not convenient or proper (2008, p. 24).

It is somewhat surprising that 21% of the contracts examined did not contain this clause as it is considered to be an essential and routine contract provision. It is possible that institutions that have not experienced a situation that resulted in litigation against their head football coach simply assume that local jurisdiction will always be granted. The previously mentioned high-profile case between Rich Rodriguez and the University of West Virginia should have provided some notice, as jurisdiction was the first legal issue to be decided in that case (*See West Virginia University Board of Governors v. Richard Rodriguez*, 2008). Rodriguez' contract did not specify jurisdiction, and he immediately petitioned the court to remove the case to federal district court based on diversity jurisdiction because he had established residency in Michigan. Ultimately, the court determined that West Virginia state court had jurisdiction over the matter (*West Virginia University Board of Governors v. Richard Rodriguez*, 2008).

Schools should not wait until they experience dilemmas that motivate them to update their coaches' employment agreements, and should include important provisions such as the governing law and jurisdiction clause in their written contracts. From the coach's perspective, it is also possible that savvy coaches intentionally negotiated to eliminate a jurisdiction clause proposed by the institution, preferring the option to file claims in federal court should they move out of state upon termination.

Academic Bonus

The academic bonus provision was included in 75.7% of the contracts used in this study. Clauses of this kind benefit the university by promoting a perception of emphasis on the academic performance of student-athletes as well as providing an additional fixed amount beyond salary to the coach for his team's success in the classroom. An example of an academic bonus provision is included in the contract between the University of Georgia and its coach, Mark Richt:

> Richt shall be eligible for a bonus equal to $50,000, less normal deductions (the Academic Bonus), if the Team finishes in the top 33% of the Southeastern Conference football teams in both Graduation Success Rate (GSR) and Academic Progress Rate (APR), as determined by the University (2006, p. 8).

Academic bonus clauses have become controversial. Research has shown that the presence of an academic bonus provision in a coach's contract does not raise the performance level of football student-athletes (Green, 2008). While an institution might perceive an academic bonus as a legitimate incentive for a coach to promote academic excellence within the football program, critics can counter that NCAA rules such as the APR mandate that student-athlete academic performance is a job requirement. Similarly, the bonus of $1,000 that Kent State University (KSU) pays to head coach Darrell Hazel for his team's achieving a grade point average of 2.5 might leave the school open for criticism that its head coach has bonus incentives in his contract rewarding him for meeting a less than spectacular academic benchmark.

Academic bonus clauses give credence to arguments made by scholars such as Sperber (2004) who argue that the NCAA exploits student-athletes and professionalizes amateur athletics. Almost one-fourth (24%) of the contracts examined did not contain an academic bonus clause. The clause may have been omitted because facilitating an environment that is conducive for student-athletics to excel academically and seeing their players graduate is a basic job duty of the college coach, rather than something for which a reward should be provided to the coach.

Hiring of Assistant Coaches

A clause giving control to the coach for the hiring of assistant coaches was included in 64.8% (59 of 91) of the contracts examined in this study. From the coach's perspective, this clause allows the coach to better create his own team culture, establish a coaching philosophy, and better control his own success by choosing the assistant coaches that he feels best able to work with and trust. On the other hand, the institution gives up significant control, and may even set itself up for future issues (*See, e.g., Williams v. Smith*, 2012).
Institutions may be well advised to carefully consider whether granting exclusive hiring authority to a football coach can create a slippery slope. An example of a clause that grants significant and extended power to the coach, beyond the hiring of assistant coaches, is the provision in the contact between North Carolina State University and former coach Tom O'Brien:

> The COACH shall have the opportunity to advise the Director of Athletic with respect to the selection and hiring of individuals, including but not limited to hiring

> for the following positions, should such selection and hiring occur while the COACH is the Head Football Coach: Sports Information Director; Director of Sports Medicine/Football Trainer. . . . COACH shall also have the opportunity to advise appropriate decision makers with respect to the selection and hiring of the Director of Athletics, should such selection and hiring occur while COACH is the Head Football Coach (2008, p. 6).

A better construction of this clause, from the university perspective, is to stipulate that the head coach has the ability to recommend (i.e., rather than hire) to the athletic director the hiring or termination of their assistant coaches. As coaches of high profile programs become more powerful politically on campus, this construction protects the authority of the athletic directors to make final hiring decisions of assistant coaches. Additionally, schools that have not included this clause should add it as it serves to maintain institutional control by requiring the head coach to follow a chain of command before adding personnel to their staff (thereby avoiding the *Williams v. University of Minnesota* debacle).

Shoe, Apparel, and/or Equipment Clause

A shoe, apparel, and equipment provision is contained in 64.8% of the contracts in this study. Shoe, apparel, and/or equipment contracts identify rights related to use of particular products, and are typically negotiated between schools and manufacturers (Greenberg, 2001), so it may be unnecessary to include these provisions within an individual coach's contract. However, a school that has a shoe, apparel, and/or equipment contract may want to include a provision in the coach's contract to affirm the school's expectation that the coach and his student-athletes will wear the brand that the school has partnered with according the school's corporate contract(s). Additionally, the school may choose to include a clause within the employment contract that incorporates by reference the sponsor/institution shoe, apparel and/or equipment contract to clarify the expectation that the coach abide by the terms of that agreement. Conversely, the coach may want to include any additional payments, merchandise, or allowances provided by the university's shoe, apparel, and/or equipment contract as benefits or perquisites in his employment contract (*See Rodgers v. Georgia Tech*, 1983).

When a school does not have an exclusive shoe, apparel, and equipment contract for the entire program, it may be possible for the coach to negotiate independently with manufacturers to pay the coach and/or provide shoes, apparel, and/or equipment for the program (Greenberg, 2001). In these situations, the coach may want to include a clause that allows the coach to require the team to utilize those goods exclusively.

Income Tax Clause

Football coaches are among the highest paid employees of a university, and as such the means of compensation can be quite creative. Deferred compensation, elective retirement benefits, bonuses, perquisites, and other benefits may trigger special income tax considerations (Greenberg, 2001). Clearly stipulating in the employment contract which party is responsible for paying these taxes avoids any misunderstanding or potential litigation. An example of an income tax provision – which was in 62.6% of the contracts – comes from the contract between the University of North Texas and Patrick McCarney:

> The compensation payable pursuant to the Agreement shall be subject to reduction by all applicable withholding, social security and other federal, state,

> and local taxes and deductions. . . . Coach McCarney shall be responsible for any income tax liability incurred as a result of salary or other benefits provided by this Agreement (2010, p. 4).

Severability Clause

Just over half, 51.6% (47 of 91), of the contracts examined contained a severability clause. A severability clause protects both parties to the contract by making all contract terms independent of each other – if a term in the contract is determined to be invalid or unenforceable, the other terms of the contract as a whole will not be rendered invalid or unenforceable (Garner, 1999). Because a severability clause is generally considered to be a standard, essential term of a basic contract, it is a bit surprising that only half of the contracts contained this clause. The University of Arkansas' contract with now former head coach Bobby Petrino provides an example:

> If any provision of this Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision, however, shall not affect any other provision of this Agreement or any amendment hereto, and this Agreement any amendments hereto shall continue in full force and effect, and be construed as if such provision had not been included, or had been modified as above provided, as the case may be (2007, p. 24).

Endorsement Clause

An endorsement clause was identified in 48.4% of the contracts examined. Successful coaches that have big personalities or are popular with the media may seek opportunities to leverage their personal brand and reap additional income by endorsing products or services. Schools, on the other hand, have to be sensitive of their public image and reputation. The school must also be protective of its whole department or university-wide contracts, as well as the value of its marks for licensing. While the coach seeks to capitalize on his position as football coach, the institution may not want the coach to be able to associate the institution or program with a product endorsement (Greenberg, 2001). Institutions may try to require that the coach get permission from the school prior to agreeing to endorse any service or business to insure that the coach's association with any company or product would not reflect poorly on the school or compete directly with existing university contracts. An example of an endorsement clause is included in the contract between Indiana University and Kevin Wilson, which states:

> *Commercial Endorsements*. Subject to obtaining advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may undertake commercial endorsements of products and services that are not in conflict with his obligation in this Section 4.05 in which he identifies himself as the University's head football coach . . . all such agreements must cease at the earlier of the termination of this Agreement or when the Employee is no longer the head football coach (2011, p. 9).

Notification Clause

A notification clause was identified in 48.4% (44 of 91) of the contracts examined. A notification clause requires a head coach to provide notice to the university in the event that he intends to communicate with another university about a coaching vacancy.

Waiver Clause

A "waiver" clause was identified in 48.4 % (44 of 91) of the contracts examined. There may be times when the parties to the contract choose not to strictly enforce a particular provision in the contract; a waiver clause typically indicates that a party's failure to enforce the contract does not act as a waiver of their rights or remedies for breach. The Virginia Tech contract with Frank Beamer illustrates this provision: "The waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver by that party of any subsequent breaches" (2006, p. 19).

Speech/Written Material

Beyond endorsements, popular and charismatic coaches are often invited to speak to various groups that may or may not be affiliated with the university. A clause that defines the responsibilities of the coach for program-related appearances, speeches or articles, or conversely puts limitations on the coach's ability to independently seek additional revenue for making appearances or speeches was identified in almost half (46.2%) of the contracts examined. The university may wish to guarantee a certain minimum number of appearances or articles on behalf of the team or athletics program, or limit the coach's speaking engagements to only groups with official university affiliation. The institution also has a vested interest in minimizing outside obligations that could distract the coach from his primary obligation to the team – to coach! On the other hand, some institutions may want the coach to be as visible as possible; in these situations the university might simply draft a clause that requires the coach to represent the university in a way that will not reflect poorly on the team, department or institution (Greenberg, 2001). On the other hand, the coach will likely want to capitalize on his position as coach and make as much additional money as possible from public appearances, media interviews, books and/or magazine articles (Greenberg, 2001). An example of this clause is provided in the contract between the University of Alabama-Birmingham and coach Neil Callaway, which states that the coach:

> shall be entitled to deliver, make and grant public speeches, public appearances and media interviews and to write and release books and magazine and newspaper articles or columns in connection with his position as Head Coach of UAB's football team. The Employee agrees to represent UAB professionally in all such matters (2007, p. 8).

Scheduling of Contests Clause

Clauses that define who have the authority to schedule games were included in 41.8% (38 of 91) of the contracts examined in this study. Coaches are likely to seek every opportunity to best guarantee their success, and the opponents and order of games on the schedule may have a significant impact on wins and losses. Because of the business nature of big-time athletics (Sack, 2008), athletic directors want control over the schedule because more attractive opponents will attract fans, perhaps allow higher ticket prices, and ultimately increase gate receipts and game-related revenue. Minimally, the athletics director or other supervising administrator will want to participate in the scheduling process, or negotiate a right of approval (Greenberg, 2001). A scheduling of contests clause is included in the contract between the University of Michigan and its coach, Brady Hoke: "The Head Coach and Athletic Director shall have joint responsibility for game schedule. Final decisions will rest with the Athletic Director" (2011, p. 15).

Confidentiality / Ownership of Records

For the employment contracts examined in this study, 38.5% (35 of 91) included a confidentiality and/or ownership of records clause. It is somewhat surprising that relatively few contracts contain this clause, which clearly establishes the parameters regarding confidentiality of university business and the ownership of information, documents, records, or files upon termination of the employment relationship (Greenberg, 2001). The university would likely seek to keep the terms and conditions of the employment arrangement private (to the extent permitted by state and federal law) and at minimum, to limit disclosure only upon written consent. Similarly the university should want complete ownership and control of all records, information, and materials, including recruiting records, gathered and/or created by the coach while employed on behalf of the institution (Greenberg, 2001). The coach, on the other hand, may wish to keep copies of all artifacts he considers to be his work product. An example of an ownership of records provision is from the contract between Arizona State University and its coach, Dennis Erickson: "Personnel records, recruiting records, team information, films, statistics and any other material and data furnished to Coach by University or developed by Coach under the University's direction or control will remain the property of the University" (2007, p. 12).

Arbitration Provision

As litigation can be lengthy and expensive, almost one-third, 29.7% (27 of 91), of the contracts examined contained a clause requiring use of an alternative dispute resolution process which would be more efficient and ideally, equitable. An arbitration clause should define the conditions that may be submitted for arbitration, designate an objective third party as arbitrator, identify the rules arbitration would follow, and make the decision of the arbitrator final without further appeal (Greenberg, 2001). A sample arbitration provision is included in the contract between Georgia and Mark Richt:

> Any dispute, controversy, or claim between the parties including, without limitation, one arising out of, relating to, or concerning this Agreement; the breach, termination, or invalidity of this Agreement, Richt's employment, tort, or statutory claims; and the scope of this arbitration clause, shall be settled by binding arbitration (2006, p. 18).

Relocation Expenses

For many coaches employment is relatively short lived, either because the coach did not live up to the expectations of the institution or because the coach was so successful that bigger and better programs seek to hire him. As a result, coaches move quite a bit throughout their careers, and moving is expensive. Consequently, a benefit providing relocation expenses was present in 27.5% (25 of 91) of the contracts examined in this study. The contract between the University of Tennessee and Derek Dooley provides an example: "The University will provide Coach Dooley with a moving allowance for his reasonable moving expenses in accordance with University policy" (2010, p. 26).

Opportunity to Consult with Others Clause

In drafting contracts, it is fairly standard legal practice for the drafting attorney (usually the university in this situation) to include a clause that indicates both parties have the right to seek and obtain independent legal counsel prior to signing the agreement. This clause may also include a clause that acknowledges that the contract is entered into freely, without fraud, duress, coercion, pressure or undue influence exerted by either party. Surprisingly, this standard provision was only included in 26.4% (24 of 91) of the contracts examined in this study. The contract between the University of Idaho and coach Robb Akey provides an example: "The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney" (2007, p. 12).

Solicitation of Donor Funds Clause

For the employment contracts examined in this study, 22.0% (20 of 91) included a solicitation of donor funds clause. An example of a school that included such a provision is Southern Mississippi (USM). For the employment agreement between the USM and former coach Larry Fedora, the solicitation of donor funds provision states that:

> In no event shall Coach Fedora accept or receive directly or indirectly any monies, benefit or any other gratuity . . . if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA or Conference as now or hereafter enacted. Changes of such legislation . . . will automatically apply to the Agreement without the necessity of a written modification (2008, p. 7).

Reassignment Clause

"A reassignment clause allows the university to remove a person as head coach without terminating the employment relationship by assigning the coach to a new title and different duties. Often such a clause will contain a statement that the coach is not to be assigned to any job that is not consistent with his education and experience" (Greenberg, 2001, p. 164). A reassignment clause was included in only 19.8% (18 of 91) of the contracts examined in this study. From the university perspective, a reassignment clause may allow the institution to avoid any termination penalties or payments due under the contract. It may not be in the coach's best interest to agree to a reassignment clause; a coach who wishes to continue with a coaching career may be better off moving on to another position and taking a buy-out than to be stuck in a non-coaching position at the institution. On the other hand, coaches who are at the end of their coaching careers may embrace a reassignment clause as it allows them to transition into a new career path or gracefully retire. An example of a reassignment clause is taken from the contract between the University of Oregon and former coach Chip Kelly:

> The University's intent is for Kelly to serve as the Head Coach of University's intercollegiate football team throughout the term of this Agreement. However, the parties understand that the University retains the right to assign Kelly to other positions with different duties during the term of this agreement ("reassignment"). Should such reassignment be under consideration, University shall consult with

> Kelly and seek Kelly's input at least thirty (30) calendar days before any reassignment is made. In no event, however, will Kelly be assigned to any position which is not, in University's good faith judgment, consistent with his education, expertise or experience nor will Kelly's Base Salary be reduced during the term of his agreement. If the University reassigns Kelly and Kelly refuses to accept such reassignment, the University may terminate this Agreement pursuant to the terms and conditions for termination by University set forth in section 6.02 hereof (2010, p. 3).

Historically, a reassignment clause may have been used when coaches were hired as faculty members, whereby universities with poor performing coaches simply reassigned them back to the classroom (Greenberg, 2001). This change from coach-as-faculty to simply coach with no teaching or other responsibilities could also explain why less than 1 in 5 contracts contained a reassignment clause.

Rollover Provision

A rollover provision allows a contract to be extended for an additional year under the original terms of the contract (Greenberg, 2001). Although Greenberg (2001) included the rollover clause in his list of essential terms on the "Coach's Contractual Bill of Rights," only 12.1% (11 of 91) of the contracts examined included a rollover clause. These 11 institutions were Kansas State University, University of California-Berkley, University of Oregon, Oregon State University, Ball State University, Virginia Tech, University of Utah, Troy University, Michigan State University, Purdue University, and Kent State University. While rollover provisions may be beneficial for the coach, the low percentage likely reflects the problems posed by rollover clauses to the university. Poorly drafted rollover clauses may trigger breach of contract claims by the coach simply because the university decided not to extend the contract. Also, requiring an institution to provide notice of non-renewal more than a year in advance is not realistic, as the university is likely to make these decisions based on events that occurred during the season. An example of a rollover provision is from the contract between Kansas State University (KSU) and Coach Bill Snyder:

> Subject to the provisions below for termination, the term of employment under this Agreement shall be for five (5) years beginning on the 1st day of February, 2009, for the 2009-2010 Contract Year (defined below) and for the next immediately succeeding four Contract Years, ending January 31, 2014, subject, however, to termination in accordance with the provisions set forth in this Agreement. For each Contract Year completed under this Agreement, the January 31, 2014 date shall be extended for one calendar year (2009, p. 4).

Conflict of Interest / Employment Investment Provision

The "employment investment" provision was identified in only one (1.1%) of the 91 contracts examined. This clause prohibits the coach from investing or being associated with entities that may be adverse to the academic institution or its mission. The contract between San Jose State University and George MacIntyre states:

> During the period of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise that could be deemed to be competitive with the University's objectives and

> philosophies or with the University's intercollegiate program, without first having obtained written approval of the University's President (2010, p. 10).

Conclusion

Since the founding of the NCAA, intercollegiate athletics, and college football specifically, has evolved in terms of rules, prestige, fan following, competition, media coverage, and business-based events. College football, with its ability to generate large sums of money, has become the main focus in many athletic departments because of its potential to raise funds, inspire alumni, and garner positive media exposure.

Through the use of the content analytic method, the results of this study identified 30 unique clauses that comprised NCAA FBS coaches' contracts. It appears that contracts have become more complex over time, as Greenberg (2001) focused on 17 clauses. Eleven of the 30 clauses in the 91 coaching contracts examined were in at least 75% of the contracts. It is clear that the prevalence of these clauses in the employment contracts of FBS head football coaches represents their importance and significance at this level. The majority of these clauses are financial (i.e., base salary, competitive bonuses, fringe benefits, outside income, radio, television, and internet, summer camps, and academic bonuses). The remaining clauses in this group relate to standard contract provisions (i.e., term and duties and responsibilities), and legal construction (i.e., governing law and jurisdiction). Overall, eight of these 11 clauses were also commonly found in the employment contracts of coaches on the intercollegiate level by Greenberg in 2001. Competitive bonuses and academic bonuses were not mentioned by Greenberg, but have become significantly important over the past decade. The increased emphasis on Graduation Success Rate (GSR) and Academic Progress Rate (APR) has likely precipitated the new emphasis on academic bonuses, a category not addressed by Greenberg (2001).

It is important for universities to draft well written employment contracts in order to protect their own legal interests, financial interests and reputation. It was surprising to discover that some standard employment contract clauses were not uniformly included in all of the contracts examined (i.e., severability, opportunity to consult with counsel). As coaches increasingly utilize counsel experienced in negotiating employment contracts, universities are well advised to utilize counsel with specialized skills and training as well. Because of the influence of intercollegiate athletics on society, the evolving role and perception of FBS head coaches in particular, and the legal and financial implications of well-constructed employment contracts, this study serves as a resource to university presidents and administrators, current coaches, academics and scholars, the media, university lawyers, sport agents, and lay people.

The expectations for college football coaches have escalated to a point where even some successful coaches are only as popular in the eyes of fans and alumni as their last win. Consequently, football coaches need to protect themselves financially by making sure that they understand their employment contract, which is best accomplished by having a lawyer negotiate and review the written agreement. The content analysis of these 91 employment contracts of head football coaches at FBS schools revealed that the language can be so complicated and confusing that a legally trained eye, in most cases, is needed to review the document to help ensure that coaches completely understand the full intent of the written agreement. Coaches who understand the provisions contained in their employment contracts prior to signing them have put themselves in a position to best maintain a positive relationship with their schools' athletic directors and other campus personnel who might be impacted directly or indirectly by the football program.

Future research in this area could be undertaken to analyze head coaching contracts at the FCS level, where the fervor among fan bases and alumni is modest compared to big-time FBS football. In addition, a comprehensive contract analysis of the head coaches' contracts across several Division I college sports could reveal fundamental differences between head coaching contracts for non-revenue sports and contracts at major college football and men's basketball programs.

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