

2025 Revised
Checklist for Negotiating and Drafting of
Coaches' Employment Agreements

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1. MOU-LOI Compliance
2. Whereas Clauses
3. Employment Term
 - a. Fixed term
 - b. Definition of contract year
 - c. Rollover - automatic-consensual
 - d. Tenure rules apply
 - e. Contract extension based on
 - i. Games won
 - ii. Attaining NCAA APR sufficient to avoid eligibility for sanctions
 - iii. No serious misconduct
 - iv. Wins, conference or tournament championship
 - v. Receives invitation to NCAA Tournament or Bowl Games
 - f. Renegotiation - Reopener
4. Duties and Authority
 - a. Select personnel - staffing
 - b. Supervise football personnel, including promoting an atmosphere of compliance and program management
 - c. Weekly radio and television show
 - d. Public appearances
 - e. Comply and abide by all governing athletic rules - compliance
 - f. Respect reporting regulations and organizational structure
 - g. Recommendations re rescheduling
 - h. Meeting academic requirements by student athletes.
 - i. Fundraising
 - j. Public relations - participation in marketing and promotional activities
 - k. Budget proposal and management
 - l. Coaching – teaching - training
 - m. Scheduling assistance
 - n. Loyalty and best efforts
 - o. Accountability
 - p. Reporting
 - q. Media interfacing - interviews
 - r. Student athlete discipline

- s. Annual staff evaluations
 - t. System to monitor academic progress
 - u. Attending conference and NCAA meetings
 - v. Operating on-campus summer camps
 - w. Recruiting – prospect evaluation
 - x. Outreach/Support of University Athletic Foundation
 - y. Duties as they may be assigned by the athletic director or president
 - z. Use of coach's name, image, and likeness
5. Standard of Conduct
 6. Exclusivity of Services
 7. Signing Bonus
 8. Salary increases
 - a. Merit
 - b. Annual percentage increases
 - c. payment – university payroll practices
 - d. re-opener
 9. University Benefits
 - a. Major Medical coverage
 - b. Life Insurance - Disability Insurance
 - c. University contributions to TIAA-CREF
 - d. Other university approved retirement programs
 - e. Sick leave – paid leave – carryover
 - f. Tuition reductions – scholarship opportunities
 - g. Vacation with pay
 - h. Housing benefits
 - i. Annuities
 - j. Post-retirement employment
 10. Talent Fee – supplemental annual compensation - outside marketing and promotional income, fundraising, media exposure, use of name, image, likeness, program support
 11. Outside Income
 - a. Endorsements
 - b. Speaking engagements
 - c. Books - publications
 - d. Media programs – internet
 - e. Consulting
 - f. Salary supplements
 - g. Endorsement/consultant contracts for athletic apparel or equipment
 - h. Television appearances or commercials

- i. Radio appearance
 - j. Income from corporations in exchange for charitable work
12. Restrictions on Outside Income
- a. University obligations are primary
 - b. University is not liable
 - c. Prior approval
 - d. Non-competition with university
 - e. Disclosure
 - f. No conflict with university policy
 - g. Not detrimental to the university
 - h. Non-violative of conference/university/NCAA rules and regulations, state and federal law requirements
13. Reporting of Athletically Related Income
14. Retention or Longevity Bonuses – Annual Stay Benefit
15. Perquisites
- a. Automobiles or stipulated payment (stipend)
 - b. Tickets and parking passes
 - c. Country club, health or social club memberships
 - d. Summer camp – clinics – attach Sports Camp Agreement
 - e. Travel allowance - spousal travel
 - f. Dependent travel
 - g. Expense account
 - h. Relocation expense
 - i. Moving expenses
 - j. Airplane use – private jet
 - k. Skyboxes - suites
 - l. Summer camps and clinics – most favored nation relationship
 - m. Discretionary fund
 - n. Cellular phone or technology allowance
 - o. Conferences – conventions
 - p. University tuition
16. Up Step/Split Dollar Life and Disability Insurance Plans
17. Deferred Compensation - Annuity Arrangements
18. Post Retirement University Employment
19. Payment of Liquidated Damages to Previous Employer (Buyouts)
- a. Income tax effect-tax responsibility
20. Entrepreneurial Sharing

- a. Attendance
 - b. Gross Revenues – Ticket revenues
 - c. Charitable Contributions
 - d. Business venture participation
- 21. Interest Free or Forgivable Loans
- 22. In Kind Apparel, Athletic Equipment, and Service Allowance
- 23. Bonuses
 - a. Conference championship
 - b. Tournament championship
 - c. National NCAA championship or Playoff, Semi-Final, BCS Appearance
 - d. Conference coach of the year
 - e. National coach of the year
 - f. Attendance achievement
 - g. Academic performance/achievement
 - h. Grade Point Average/APR rate
 - i. Team performance
 - j. Final Rankings
 - k. Season ticket sales – ticket revenue
 - l. No NCAA violations
 - m. Wins-Record
 - n. Top recruiting class
 - o. Student conduct bonus
 - p. Home residency
- 24. Bonuses - Cumulative vs. Non-cumulative
- 25. Reporting Relationship – Insubordination
- 26. University Authorized Use of Coach's Name and Likeness – Right of Publicity
- 27. Coach's Authorized Use of University Trademarks
- 28. Annual Evaluation
- 29. Termination - Mutual Agreement
- 30. Termination for Cause and basis for termination for cause.
 - a. Neglect or inattention or refusal or inability to perform duties.
 - b. Breach of contract terms
 - c. Violation of University rules, or laws of the state or United States
 - d. Fraud or dishonesty in performance of duties and responsibilities
 - e. Fraud or dishonesty in preparing, falsifying, submitting, or altering documents

- f. Failure by coach to manage team
- g. Coach's instruction to any coach, student, or other person to respond inaccurately to an inquiry
- h. Failure by coach to manage team
- i. Soliciting, placing, or accepting a bet - illegal betting or gambling
- j. Use or consumption of drugs/controlled substances or alcoholic beverages with significantly impaired performances
- k. Sale, use, or possession of narcotics, drugs, or controlled substances
- l. Failure to promptly report violations that the head coach knows or should have known about
- m. Failure to obtain prior approval for outside income activities
- n. Engaging in activities that bring University into public disrepute, scandal, ridicule, or violate University mission
- o. Win-loss record
- p. Repetitive or a pattern of conduct which constitutes violations of University or NCAA Rules
- q. Violation of criminal statutes, whether prosecuted or not, indictment, bound over for trial, finding of probable cause, plea of guilty, plea of nolo contendere
- r. Prolonged absences
- s. A cause not previously enumerated that is adequate to sustain the termination of any other employee of the University
- t. Failure to maintain an environment of NCAA Rules compliance
- u. Breach of coach's representations and warranties as an inducement to the contract
- v. Failure to cooperate fully with athletic director, compliance officer, or university officials
- w. Engaging in moral turpitude
- x. Non-compliance with NCAA 11.1.2.1.
- y. Coach's conduct or omissions constitute a Level 1 or Level 2 violation
- z. Engaging in any conduct that constitutes a conflict of interest
- aa. Team APR which causes the program to be ineligible for bowl games or tournament games
- bb. Any other cause adequate to sustain the termination of an athletic administrator or other professional employee of the university
- cc. Insubordination
- dd. Fraud, misappropriation, fiscal misconduct, embezzlement
- ee. Repeated Level 3 violations
- ff. Conduct that violates professional integrity
- gg. Failure to comply with notice provisions re seeking or accepting another coaching position.
- hh. Engaging in coaching techniques that are contrary to recognized conduct or could endanger student-athletes' health and welfare.
- ii. Engaging in unreasonable conduct or willful disregard/deliberate indifference for the health, welfare, and safety of student-athletes or

- mistreatment of student-athletes through mental, sexual, emotional, or physical abuse.
 - jj. Failure to report child maltreatment, sexual assault or harassment.
 - kk. Engaging in a sexual or amorous relationship with a student or employee.
- 31. University's Obligations re Termination for Cause – Limited Liability – Collateral Benefits
- 32. Procedural and Substantive Due Process
 - a. Due process for termination for cause
 - b. Pre-Termination Meeting
 - c. Hearing
 - d. Right to counsel
 - e. Written notice
 - f. Due process hearing
 - g. State mandated procedure
 - h. Arbitration
 - i. Right to commence lawsuit
 - j. Uninterested third-party determination if “for cause” exists
 - k. Written statements of cause for dismissal and right to respond
 - l. Identification of witnesses
- 33. Other Disciplinary Actions
 - a. Suspension
 - b. Reduction of income
 - c. Public or private reprimand
 - d. Resignation
- 34. Clawback
- 35. Termination as a Result of Death
- 36. Termination as a Result of Disability – Inability to Perform
- 37. Termination for Cause by Coach
 - a. Failure to make any payment under employment agreement
 - b. Changes of status as a member of a particular conference
 - c. Changes in divisional status
 - d. NCAA violations that reduce the number of scholarships and imposes post-season bowl bans for which coach had no responsibility
 - e. Change in position of Athletic Director or President
- 38. Termination Without Cause
 - a. Liquidated damages
 - b. Obligation to mitigate

- c. No obligation to mitigate
 - d. Good faith efforts
 - e. Comparable employment
 - f. Release agreement
 - g. Stretch provisions
- 39. Termination by Coach - Cut short
 - a. Liquidated damages
 - b. Recipient university responsibility
 - c. Assignment and assumption agreement by recipient university
- 40. Unique Services
- 41. Employment Opportunities
 - a. Prior notification to athletic director - consent
 - b. Timing
- 42. Non-solicitation of Recruits and Student Athletes
- 43. Covenant Not to Disclose Trade Secrets
- 44. Covenant Not to Compete
- 45. University Records and Materials
- 46. Clawback Clause – NCAA Violations – Covenant Violations
- 47. Indemnification - Hold Harmless
- 48. Representations and Warranties
 - a. No conviction of misdemeanor or felony
 - b. No discipline, reprimand, or sanction by NCAA or athletic conference
 - c. Never provided improper benefit to student athlete
 - d. While serving as coordinator or assistant coach did not violate any rules or regulations of the NCAA
 - e. Representations in Coach's bio are current and accurate
 - f. Coach has never engaged in any other actions or conduct that reflect adversely on the good name and reputation of the university including any accusations of abuse
- 49. Internet - Website
- 50. Nepotism
- 51. Offset

52. Authorization to Investigate Background – Resume Accuracy
53. Reassignment
54. IRS Section 409(a)
55. Coach Will Not Incur University Indebtedness
56. Coach Will Not Make Statements Inconsistent with University Objectives
57. Payroll Deductions – Withholdings - Taxes
58. University Signature and Approval – Board of Regents Approval
59. Assignment to Legal Entity
60. Support of Program
 - a. Academic counselors/tutoring and educational services and APR Oversight
 - b. Maintenance and Improvement of physical facilities
 - c. Budget – Salary Pool sufficient to hire and retain maximum number of assistant coaches
 - d. Budget necessary to cover expenses associated with first class recruiting
 - e. Awarding of maximum number of scholarships to athletes permissible by NCAA rules
61. Sovereign Immunity
62. Legislative Funding
63. No Secret Agreements
64. Athletic Association or Third-Party Guarantee
65. No Waiver – The agreement shall not be construed to constitute as waiver by the university to claim such exemptions, privileges, or immunities as may be permitted by law.
66. Miscellaneous
 - a. Severability
 - b. Amendments
 - c. Force majeure
 - d. Governing laws – forum selection
 - e. Assignment
 - f. Notices
 - g. State agency

- h. Merger
- i. Confidentiality – Non-confidentiality
- j. Open records
- k. Attorney review – Advice of Counsel
- l. Relationship between the parties
- m. Interpretation
- n. Entire agreement
- o. Counterparts
- p. Time is of the essence
- q. Independent judgment
- r. Survival
- s. Mutual draft rule
- t. No third party beneficiaries