

Bob Huggins - Resignation

By Martin J. Greenberg and Margaret Williams

I. Who is Bob Huggins?

Until June 17, 2023, Bob Huggins (“Huggins”) was the Head Men’s Basketball Coach for West Virginia University (“WVU”). Huggins began his college basketball career playing for Ohio University from 1972 to 1973,¹ then he played for WVU from 1974 to 1977.² While attaining his master’s degree from WVU, Huggins was a graduate assistant for the team from 1977 to 1978.³ From 1978 to 1980, Huggins was an assistant coach at Ohio State University.⁴ Huggins began his first head coach position at Walsh College from 1980 to 1983.⁵ For the 1983 to 1984 season, Huggins was an assistant coach at University Central Florida.⁶ The University of Akron offered Huggins his first Division I head coach position from 1984 to 1989.⁷ Huggins then spent the next sixteen years at The University of Cincinnati (“Cincinnati”) as head coach from 1989 to 2005.⁸ Huggins spent the 2006 to 2007 season as head coach at Kansas State University.⁹ Finally in 2007, Huggins returned to WVU as the Head Men’s Basketball Coach of WVU where he remained for sixteen years.¹⁰

¹ *Men’s Basketball: Bob Huggins*, WVU Sports, <https://wvusports.com/sports/mens-basketball/roster/coaches/bob-huggins/48>.

² *Id.*

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

Huggins earned multiple coach-of-the-year awards from news outlets and conferences.¹¹ In September of 2022, Huggins was inducted into the Naismith Memorial Basketball Hall of Fame.¹² Huggins' success included coaching 14 All-Americans, 78 Division I All-Conference selections, and 20 NBA draft selections, including Da'Sean Butler, Danny Fortson, Kenyon Martin, and Devin Ebanks.¹³ In the 41 seasons Huggins served as Head Coach, he earned a 935-414 record.¹⁴ Huggins was the "third-winningest coach all-time in Division I with 935 victories, trailing only Mike Krzyzewski of Duke (1,202) and Jim Boeheim of Syracuse (1,015)."¹⁵ Despite the incredible number of wins, Huggins' teams never ended up with a national title.¹⁶

II. Huggins' History of Alleged Misconduct and What Led to His Resignation

In 2004, while Head Coach at Cincinnati, Huggins was arrested and pled no contest to drunk driving charges in a suburb of Cincinnati.¹⁷ He attended a court-ordered three-day intervention program.¹⁸ However, the University subsequently fired Huggins for his behavior.¹⁹

In May of 2023, while Huggins was Head Coach at WVU, he garnered attention after allegedly making fun of Catholics and casually using homophobic slurs during an interview on a radio show.²⁰ During the radio show, Huggins was asked about the transfer portal and the possibility of WVU receiving an Xavier University ("Xavier") player, and he went on to mock that Catholics do

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ Raby, John, *Bob Huggins says he never resigned as West Virginia's coach and wants his job back, attorney claims*, AP News, July 8, 2023, <https://apnews.com/article/bob-huggins-west-virginia-resignation-dispute-1ebbb0566c1713a771da5b975bf521db>.

¹⁶ *Id.*

¹⁷ *Hall of fame coach Bob Huggins resigns in wake of DUI charge and anti-gay slur*, The Guardian, June 17, 2023, <https://www.theguardian.com/sport/2023/jun/17/bob-huggins-dui-charge-west-virginia-coach>.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

not do that.²¹ In continuing to make fun of Xavier, Huggins described a time when Xavier fans threw rubber penises on the floor stating, “[i]t was a Crosstown Shootout. What it was, was all those (expletive), those Catholic (expletive), I think.”²² In response to his actions, an Agreement was executed between WVU and Huggins which resulted in a \$1 million pay cut, a three-game suspension, LGBTQ+ training, and an amendment to his contract that turned his multi-year contract into a year-to-year contract,²³ a “rarity in college sports.”²⁴ The Agreement further required Huggins to make a “substantial donation” to Xavier’s Centers for Diversity and Inclusion, and Faith and Justice.²⁵

WVU President Gordon Gee (“Gee”) and Athletic Director Wren Baker (“Baker”) stated that the University “made it clear to Coach Huggins that any incidents of similar derogatory and offensive language will result in immediate termination.”²⁶ The Athletics Department released a statement saying, “Coach Huggins’ remarks today on a Cincinnati radio show were insensitive, offensive and do not represent our University values.”²⁷ Huggins released his own statement in response to the Agreement about his punishment stating that

[a]s I have shared with my players over my 40 years of coaching, there are consequences for our words and actions, and I will fully accept any coming my way. I am ashamed and embarrassed and heartbroken for those I have hurt.²⁸

²¹ Raby, John, *West Virginia’s Huggins agrees to \$1M pay cut, 3-game suspension for homophobic slur*, AP News, May 10, 2023, <https://apnews.com/article/huggins-homophobic-slur-west-virginia-xavier-77ce70b41112a0062421ad9405558473>.

²² *Id.*

²³ *Id.*

²⁴ Borzello, Jeff, and Thamel, Pete, *Police: Bob Huggins found with 0.21% BAC during DUI arrest*, ESPN, June 17, 2023, https://www.espn.com/mens-college-basketball/story/_/id/37868394/west-virginia-bob-huggins-booked-dui-charge-pittsburgh.

²⁵ Raby, *supra* note 21.

²⁶ *Id.*

²⁷ Statements from Bob Huggins and WVU Athletics, West Virginia University Athletics, May 8, 2023, <https://wvusports.com/new/2023/5/8/mens-basketball-statement-from-wvu-athletics-and-bob-huggins.aspx?print=true>.

²⁸ *Id.*

Despite the apologies issued by WVU and Huggins and punishments that Huggins received, advocacy group Morgantown Pride made clear that it was their opinion that the correct response to Huggins' actions was termination.²⁹ WVU must have decided the Agreement was enough to keep Huggins as the Head Coach for the team.

Huggins was then arrested for another drunk driving incident. The police criminal complaint, obtained June 17, 2023 following his June 16, 2023 arrest in Pittsburgh, Pennsylvania, described the scene that night:

Huggins had a shredded tire on his SUV and was blocking traffic, according to police. After being instructed to move his vehicle, he did initially and then "started a three-point turn ... almost hitting the wall behind him" and was told to put the car in park by police. Huggins could not explain how he shredded the tire, nor could he answer simple police questions.³⁰

The complaint further stated

[a]n officer observed garbage bags with empty beer containers inside the vehicle and in the trunk. ... Huggins said he had been to a basketball camp with his brother in Sherrodsville, Ohio. An officer said Huggins was asked multiple times what city he was in but never got a response. A breath test determined Huggins' blood alcohol content was 0.21%, more than twice the legal limit of 0.08% in Pennsylvania.³¹

Huggins and WVU each released statements concerning the arrest that took place. Huggins stated:

[m]y recent actions do not represent the values of the University or the leadership expected in this role. While I have always tried to represent our University with honor, I have let all of you – and myself – down. I am solely responsible for my conduct and sincerely apologize to the University community – particularly to the student-athletes, coaches and staff in our program. I must do better, and I plan to

²⁹ Martinelli, Michelle R., *Bob Huggins should have been fired, but West Virginia chose cowardice instead*, ForTheWin, May 11, 2023, <https://ftw.usatoday.com/2023/05/bob-huggins-west-virginia-homophobic-slur-suspension-not-fired>.

³⁰ Forde, Pat, *West Virginia Shouldn't Give Bob Huggins Another Chance After Latest Controversy*, Sports Illustrated, June 17, 2023, <https://www.si.com/college/2023/06/17/west-virginia-mountaineers-basketball-bob-huggins-another-chance-dui>.

³¹ *Hall of fame coach Bob Huggins resigns in wake of DUI charge and anti-gay slur*, The Guardian, June 17, 2023, <https://www.theguardian.com/sport/2023/jun/17/bob-huggins-dui-charge-west-virginia-coach>.

spend the next few months focused on my health and my family so that I can be the person they deserve.³²

President Gee and Athletic Director Baker released a statement that announced WVU's acceptance of Huggins' resignation.³³ The initial resignation was sent by email from Huggins' wife's phone to WVU's Deputy Athletic Director, Steve Uryasz ("Uryasz").³⁴ Huggins later met with the team "to announce that he would no longer be coaching [them]."³⁵

III. Huggins' University Coaching Contract

Huggins originally entered into an Employment Agreement dated May 2, 2008 with a First Amendment to the Employment Agreement on November 20, 2012. Another Employment Agreement was entered into on November 6, 2017 with an Amendment date of May 9, 2023.

The provisions of Huggins' contract regarding termination are as follows:

VII. Termination, A. Termination for Cause by University, indicates that:

The University specifically reserves the right to terminate this Agreement without further obligation at any time for cause, which shall be deemed to include, but is not limited to, the following:

1. The commission by Coach of a significant or severe violation, whether intentional or negligent, or a pattern of any violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University, or the Big 12 conference (or any other conference of which University may become a member), or the allowing or condoning, whether directly or by negligent supervision, of any such violation by a student, coach or other individual subject to his control or supervision, or otherwise soliciting, directing or condoning such violation by any person;
2. Any conduct of Coach in violation of any federal, state, or local criminal statute (excluding minor traffic offenses) whether prosecuted or not, or any act of moral turpitude;
3. Substance abuse or habitual insobriety;

³² Damp, Patrick, *WVU's Bob Huggins resigns as head basketball coach following DUI arrest*, CBS News, June 18, 2023, <https://www.cbsnews.com/pittsburgh/news/wvu-basketball-head-coach-bob-huggins-resigns-arrested-pittsburgh-dui/>.

³³ *Id.*

³⁴ Raby, *supra* note 15.

³⁵ *Id.*

4. Material breach of Coach's duties or any term of this Agreement by Coach;
5. Willful, negligent or intentional disregard in the performance of Coach's duties or insubordination by Coach of the reasonable instruction of the Director or his designees;
6. Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement; or
7. Material misrepresentation of Coach's educational or other qualifications for employment of Coach under this Agreement; or
8. Conduct by Coach that is clearly contrary to the character and responsibilities of a person occupying Coach's position, offends the traditions of the University, brings discredit to the University; or harms the University's reputation.

In the event that Coach is terminated for cause by University, Coach shall not be entitled to, nor shall University be required to provide, any portions of the compensation, benefits and/or incentives as set forth in Article III of this Agreement, or any other entitlements under this Agreement, except Total Salary, benefits and incentive compensation actually earned and accrued but unpaid through the date of termination, all of which shall be paid within thirty (30) consecutive days of termination less all applicable taxes and other withholdings.

Within the termination provisions, there are a number of causes that could have been used to terminate Huggins' employment, including:

1. The commission by Coach of a significant or severe violation, whether intentional or negligent, or a pattern of any violations, of the written rules, regulations, policies, procedures or standards of the NCAA, the University, or the Big 12 conference (or any other conference of which University may become a member), or the allowing or condoning, whether directly or by negligent supervision, of any such violation by a student, coach or other individual subject to his control or supervision, or otherwise soliciting, directing or condoning such violation by any person;
2. Any conduct of Coach in violation of any federal, state, or local criminal statute (excluding minor traffic offenses) whether prosecuted or not, or any act of moral turpitude;
3. Substance abuse or habitual insobriety; or
8. Conduct by Coach that is clearly contrary to the character and responsibilities of a person occupying Coach's position, offends the traditions of the University, brings discredit to the University; or harms the University's reputation.

VII. Termination, C. Termination by Coach, indicates that:

Coach agrees that he will not personally or, directly or indirectly, through any agent or representative, inquire into, seek, negotiate for, or accept other full-time or part-time employment of any nature at any time during the term of this Agreement without first having obtained the written permission of the Director, which permission shall not be unreasonably withheld. In the event that Coach terminates without cause, the following shall occur:

1. Within thirty (30) consecutive days of termination University will pay to Coach all Base Salary, Supplemental Compensation, and incentive compensation actually earned and accrued but unpaid under the terms of this Agreement and not paid as of the date of such termination, less all applicable taxes and other appropriate withholdings; and
2. Coach and University agree that the damages incurred by the University would be uncertain and not susceptible to exact computation, in the event Coach terminates this agreement without cause. As such, the University shall be paid liquidated damages according to the following schedule:
 - a. Three Million Dollars (\$3,000,000) if Coach terminates between the date first written above and December 31, 2017;
 - b. Two Million Five Hundred Thousand Dollars (\$2,500,000) if Coach terminates between January 1, 2018 and December 31, 2018; and
 - c. One Million Dollars (\$1,000,000) if Coach terminates between January 1, 2019 and December 31, 2021.

The parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that the University will incur administrative, recruiting, resettlement, and other costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement prior to expiration, which damages are extremely difficult or impracticable to determine with certainty. The payment of the liquidated damages shall constitute adequate and reasonable compensation to the University for the damages and injury suffered because of termination by convenience by Coach; it is not, nor be construed to be, a penalty.

VII. Termination, F. Coach's Retirement as Head Coach, indicates that:

If Coach should choose to retire as Head Coach prior to Agreement Year 2021, the Emeritus Status will commence at that point in time, with deferred and Emeritus Compensation beginning immediately at the rates set out for Agreement Years 2022 to 2026, with the end term of the Agreement being reached in five consecutive years from the beginning of Emeritus Coach Status.

XIV. Notice, indicates that:

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail to the other party at the address stated here... the Director of Intercollegiate Athletics ... With a copy to: General Counsel's Office.³⁶

³⁶ Employment Agreement for Robert E. Huggins, Head Coach, with West Virginia University dated November 6, 2017, on file with the author.

The First Amendment to Employment Agreement, dated May 9, 2023, in essence indicated that Coach Huggins shall continue to be employed as Head Basketball Coach through April 30, 2024. Thereafter, the University reserved the right in its sole absolute discretion to continue Coach's employment as Emeritus Head Coach upon terms determined solely by the University.³⁷

The term of the contract that was under debate for litigation regarded the notice provision, which stated, "[a]ny and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered or certified mail" to the Director of Intercollegiate Athletics at WVU and a copy to WVU's General Counsel's office.³⁸

IV. Challenging the Resignation

Represented by Attorney David A. Campbell ("Campbell"), Huggins challenged his resignation, primarily arguing that the notice of resignation was not properly performed pursuant to the notice provision in the Employment Agreement between Huggins and WVU.³⁹ On July 7, 2023 Campbell sent a letter to President Gee stating that Huggins wished to be reinstated as Head Coach and if WVU would not agree with that, Huggins would pursue litigation.⁴⁰ Campbell's letter outlined Huggins' position on the resignation following WVU's announcement of his resignation as the Head Men's Basketball Coach stating:

Coach Huggins never signed a resignation letter and never communicated a resignation to anyone at WVU. Accordingly, the WVU public comments are not only false, but appear to be an after-the-fact attempt to remedy WVU's breach of the Employment Agreement.⁴¹

³⁷ Raby, *supra* note 15.

³⁸ Employment Agreement for Robert E. Huggins, Head Coach, with West Virginia University dated November 6, 2017, on file with the author.

³⁹ Lewis Brisbois Bisgaard & Smith LLP, David A. Campbell attorney, via Electronic Mail, Dear President Gee: Re: Robert E Huggins/West Virginia University Head Basketball Coach, July 7, 2023, on file with author.

⁴⁰ *Id.*

⁴¹ *Id.*

On July 8, 2023, Stephanie Taylor (“Taylor”), Vice President and General Counsel for WVU, responded with the University’s position on the resignation.⁴² Taylor first addressed that Attorneys Bob Fitzsimmons (“Fitzsimmons”) and James Gianola (“Gianola”) both have previously represented Huggins in matters between Huggins and WVU in the past as well as participated in the resignation process in question.⁴³ In terms of Fitzsimmons’ participation in the resignation matter, Taylor stated that

[i]t appears to us that you may not be aware that Mr. Fitzsimmons, as Mr. Huggins’ other lawyer, has been proceeding under that very same understanding as the University, and the reality as it exists, that Mr. Huggins has in fact resigned and is retired.⁴⁴

In terms of Gianola’s participation in the resignation matter, Taylor stated that

following a series of written and verbal communications with Mr. Gianola, who was acting as his counsel, Mr. Huggins clearly communicated his resignation and retirement to the University in writing via email.⁴⁵

In order to move forward with resolving the challenge to Huggins’ resignation, Taylor stated that

[i]n light of all of this, we need confirmation, substantiated in a reliable writing, as to who is representing Mr. Huggins and what his current legal position is with respect to the University.⁴⁶

Taylor ended the letter with a reiteration that “in no uncertain terms, the University will not accept Mr. Huggins’ revocation of his resignation, nor will it reinstate him as head coach of the men’s basketball program.”⁴⁷

After receipt of the July 9, 2023 letter from Campbell clarifying that he officially is representing Huggins and that Huggins remains steadfast in his position that he did not resign,

⁴² West Virginia University Office of the General Counsel, Stephanie D. Taylor, Vice President & General Counsel, via Electronic Mail, Dear Mr. Campbell: Re: Robert E. Huggins / Former West Virginia University Head Basketball Coach, July 8, 2023, on file with the author.

⁴³ *Id.*

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

Taylor sent another letter on July 10, 2023, clarifying certain facts regarding the timeline of events that occurred which effectuated Huggins' resignation.⁴⁸ First, Taylor clarified that June 17, 2023, Gianola initiated how Huggins' resignation could be effectuated at the time of the initial communication.

After Mr. Gianola informed the University that Mr. Huggins decided to resign and retire, the University told Mr. Gianola that it needed a writing from Mr. Huggins to that effect. Mr. Gianola specifically asked the University if it would accept Mr. Huggins' resignation via an email sent by his wife, June Huggins, because (1) Mr. Huggins does not use email, and (2) Mr. Gianola was having IT issues at his firm and could not access his email reliably. Moreover, Mr. Gianola specifically requested the University send language that the University would find acceptable in such a resignation notification. In an effort to accommodate Mr. Huggins, the University agreed to accept the notification from Mrs. Huggins' email account and to send language we would find acceptable.⁴⁹

In terms of Huggins' actions, which effectuated his resignation, Huggins met with his staff and student-athletes and explicitly told them that he was resigning as Head Coach.⁵⁰ Taylor further explained a conversation that occurred between Huggins and Uryasz stating that

[p]rior to submitting his notification to the University, but after meeting with his staff and the team on the evening of June 17, 2023, Mr. Huggins called Steve Uryasz, WVU Deputy Athletic Director and sports administrator for men's basketball, to personally confirm that he had spoken to the team and was, in fact, resigning... During this call, Mr. Huggins and Mr. Uryasz also discussed who may be appointed as interim head basketball coach (since Mr. Huggins was resigning).⁵¹

After confirmation of receipt of the email resignation from Huggins' wife, Huggins spoke with Uryasz again and "did not at that time indicate that he had changed his mind about resigning or that the email notification was sent without his authorization."⁵² Taylor explained Huggins' final action that demonstrated his resignation:

⁴⁸ West Virginia University Office of the General Counsel, Stephanie D. Taylor, Vice President & General Counsel, via Electronic Mail, Dear Mr. Campbell: Re: Robert E. Huggins / Former West Virginia University Head Basketball Coach, July 10, 2023, on file with the author.

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.*

[t]he next day, Sunday, June 18, Mr. Huggins went to the WVU Basketball Practice Facility at approximately 10:30 a.m. to clean out his office. He was met there by Wren Baker, WVU's Athletics Director, who arrived at approximately 12:00 p.m. The two met for approximately 15 minutes and discussed Mr. Huggins' recent resignation and retirement. At no point during this conversation did Mr. Huggins express to Mr. Baker that he did not, in fact, resign and retire.⁵³

The most debated part of the resignation challenge is about the notice requirement of the Employment Agreement. Campbell's July 7, 2023, letter stated Huggins' perspective:

Section XIV of the Employment Agreement contains the Notice provision that were negotiated and agreed to by the Parties. Relevant to notice to WVU of Coach Huggins' early termination of the Employment Agreement, the Employment Agreement requires Coach Huggins to send the Athletic Director and WVU's General Counsel notice in writing via registered or certified mail. Such notice makes sense – one would certainly not want a coach to be able to resign through a statement made in the heat of the moment after a loss. Section X of the Employment Agreement requires a signed writing, like the Amendment, to modify or amend the Employment Agreement. There is no signed writing or proper notice setting forth Coach Huggins' resignation from employment with WVU. Accordingly, pursuant to the plain terms of the Employment Agreement, Coach Huggins remains the Head Basketball Coach for WVU – there was never a resignation pursuant to the plain terms of Section XIV of the Employment Agreement.⁵⁴

In the July 10, 2023, letter in response to Campbell, Taylor stated the University's interpretation of the clause:

[t]he Employment Agreement notice provision provides: "Any and all notices required or permitted to be given under this Agreement **will be sufficient** if furnished in writing and sent by registered or certified mail to the other party" (emphasis added). The plain text of this notice provision merely indicates that notices provided in writing and sent by registered or certified mail **will be sufficient**. The language does not say that other notices are void, *i.e.*, the language does not say: "All parties must provide notice under this Agreement in a writing sent by registered or certified mail to the other party and any notice not provided in such manner is void."⁵⁵

Following the letters back and forth between counsel, Huggins released a media statement, stating:

⁵³ *Id.*

⁵⁴ Lewis Brisbois Bisgaard & Smith LLP, *supra* note 39.

⁵⁵ West Virginia University Office of the General Counsel, *supra* note 48.

I have taken responsibility for the mistake and have taken a course to verify that such a mistake will not occur in the future. I voluntarily checked into a world-class rehabilitation center and I intend to remain in the center until I am cleared to return to my active coaching duties. I am employed by WVU pursuant to an Employment Agreement. I never submitted the notice required under the Employment Agreement to voluntarily resign. ... I met with my players on June 17, 2023 and let them know the truth – that I did not know what would happen to me, but that if I was not their coach, I was hoping that I would be replaced by a coach that I recommend to WVU. Most importantly, whether I was staying or not, I was encouraging the players to stay at WVU. My players come first and they needed to hear my support for WVU directly from me. Now that I have obtained counsel to review the Employment Agreement and have seen WVU’s comments about my current status, it is clear that WVU did not handle the situation appropriately.⁵⁶

Taylor, on behalf of WVU, released information on the letters between Campbell and herself and reiterated again that WVU accepted Huggins’ resignation regardless of any potential litigation.⁵⁷

V. Effectuating a Termination

Given that the debate over whether Huggins in fact resigned demonstrates the importance of complying with the specific terms in a contract. This instance focuses on the notice requirement, which was modified when Gianola and Taylor agreed that notice could be made in the alternative form of an email. Given the accepted modification by both parties, notice was fulfilled when WVU received the resignation email even though it was not delivered through registered or certified mail, as the original terms of the contract require.

If Huggins could prove that the way that his resignation was delivered was not adequate, WVU could use, in the alternative, the termination for cause clause in the contract to defend termination. Huggins’ comments during the radio show violate the terms of his contract and allow for his

⁵⁶ Robert E. Huggins, West Virginia University Head Basketball Coach, Media Statement, July 10, 2023, on file with the author.

⁵⁷ Norlander, Matt, *Bob Huggins threatens lawsuit against West Virginia as ex-Mountaineers basketball coach seeks reinstatement*, CBS Sports, July 9, 2023, <https://www.cbssports.com/college-basketball/news/bob-huggins-threatens-lawsuit-against-west-virginia-as-ex-mountaineers-basketball-coach-seeks-reinstatement/>.

termination because he acted contrary to “the character and responsibilities of a person occupying Coach’s position, offends the traditions of the University, brings discredit to the University; or harms the University’s reputation.”⁵⁸ By being arrested for drunk driving, violating a criminal statute, Huggins could be terminated for cause under that clause as well. Finally, utilizing the evidence of his previous drunk driving arrest in Cincinnati, the University might establish a pattern of habitual insobriety that might allow for a termination for cause.

VI. Where Huggins Stands

After Huggins’ insistence that he did not resign from WVU, he took a position on a college basketball show, WTRF “Full Court Press,” which began on November 7, 2023.⁵⁹ During a press release, Gee and Baker stated that Huggins had already been given a second chance and his behavior proved disappointing, so there is no “possible circumstance where Bob Huggins would return to WVU as head basketball coach.”⁶⁰ However, Gee is set to retire in June of 2025 and some speculate that Huggins may attempt to get his job back after Gee’s retirement.⁶¹ Despite the drunk driving incidents and resignation litigation threat, some former players, including Corie Blount, who will be inducted into UC’s Athletic Hall of Fame, went to The Basketball Tournament to see Huggins.⁶²

⁵⁸ Employment Agreement for Robert E. Huggins, *supra* note 36.

⁵⁹ Springer, Scott, *Former Cincinnati, West Virginia basketball coach Bob Huggins has a new job*, The Enquirer, Oct. 25, 2023, <https://www.cincinnati.com/story/sports/college/university-of-cincinnati/2023/10/25/bob-huggins-has-a-new-job-talking-west-virginia-big-12-basketball/71312782007/>.

⁶⁰ Hertz, Bob, *Bob Huggins’ future is set in stone*, The Exponent Telegram, July 18, 2023, https://www.wvnews.com/bluegoldnews/bob-huggins-future-is-set-in-stone/article_0286750a-25ab-11ee-ab44-e3d2022c64fd.html.

⁶¹ Springer, *supra* note 59.

⁶² *Id.*

On March 27, 2024, while on The Jerry Eaves radio show, Huggins expressed a desire to be considered for the Men's Basketball Coach at the University of Louisville ("Louisville").⁶³ At the time of the interview, Huggins had not spoken to anyone at Louisville, but reports suggest that Huggins does not fit Athletic Director Josh Heird's list of criteria for a coach.⁶⁴ However, Huggins described how he would be a great coach to rebuild Louisville's team and lead them to success.⁶⁵ Despite Huggins' interest, on March 28, 2024, Louisville hired Pat Kelsey for the position.⁶⁶

In an interview with KDKA-TV CBS Pittsburgh, former West Virginia University head coach Bob Huggins made it clear he'd like to get back on the sidelines and continue coaching but it would have to be the "right situation."

"I love working with young people. I was probably a freshman in high school, I was coaching other kids at that camp with my dad. I love to coach – I love to help people," Huggins said.⁶⁷

VII. Conclusion

Resignation by a coach is a form of termination of employment. Resignation may result from health reasons, personal reasons, no reason at all, or to avoid termination for cause. A resignation provision should be in every coach's contract. Resignation is typically effectuated by a written notice, signed by the coach, and personally delivered or served upon the athletic director and general counsel of the university. The notice needs to be given in advance, and needs to indicate the effective date of resignation and the coach's last day of employment on the job. The resignation clause needs to spell out with specificity the financial consequences of resignation. The university

⁶³ Bozich, Rich, *Hall of Fame coach Bob Huggins interested in Louisville job, despite his troubled past*, WDRB, March 27, 2024, https://www.wdrb.com/sports/bozich-hall-of-fame-coach-bob-huggins-interested-in-louisville-job-despite-his-troubled-past/article_72c659aa-ec36-11ee-bda6-63dd1c7afec4.html.

⁶⁴ *Id.*

⁶⁵ *Id.*

⁶⁶ *Cardinals Hire Pat Kelsey to Lead Men's Basketball Program*, GoCards.com, March 28, 2024, <https://gocards.com/news/2024/3/28/mens-basketball-cardinals-hire-pat-kelsey-to-lead-mens-basketball-program>.

⁶⁷ Hall, Christopher, *Huggins is Ready to Resurrect his Coaching Career*, SPORTS ILLUSTRATED, March 18, 2024, <https://www.si.com/college/westvirginia/basketball/huggins-is-ready-to-resurrect-his-coaching-career>.

should also have the right to accelerate such notice and make the coach's resignation effective immediately or on any other date prior to the coach's intended last day of work as the university deems appropriate. A resignation provision must be contained in a coach's employment contract as a separate provision apart from the termination for cause or the termination without cause provisions.

Margaret Williams is a third-year law student at Marquette University Law School, and a 2025 Sports Law Certificate Candidate. Prior to Marquette, Margaret attended Hofstra University where she earned a bachelor's degree in psychology along with minors in criminology and political science. Outside of the classroom Margaret played women's rugby. In the spring of 2025, Margaret will graduate with a J.D. from Marquette Law School.

Thank you to Danelle Anderson Welzig for assistance in researching and editing this article. Danelle holds a Bachelor of Science in Psychology from the College of Charleston, as well as an Associate Degree in Criminal Justice and Certificates in Paralegal Studies, Law Enforcement, and Corrections. Danelle has been a paralegal for 20 years in the areas of complex construction litigation, real estate and sports law. She has been a paralegal with The Law Office of Martin J. Greenberg, LLC since 2013. Over the past eight years, Danelle has been intricately involved in over 20 of Attorney Greenberg's high school and college athletic abuse cases.