Legal aspects Abstract 2010-157

As college coaches salaries continue to escalate, a coach no longer accepts standard contract provisions tendered by an institution’s general counsel. Additionally, an institution tries to ensure that a contract protects themselves from future litigation. Contracts are written with specific language to fulfill the needs of the institution and the respective coach, based on the changing landscape of college athletics. The more precise a contract can be crafted, the more both parties will benefit because the contracts reduce ambiguity and specifically define the terms of the contractual association (Yasser, McCurdy, Goplerud, & Weston, 2000).

In recent years, there have been several high profile cases dealing with breach of contract claims by either the coach or institution (i.e., West Virginia v. Rodriguez; Boston College v. Jeff Jagodzinski; Gillespie v. University of Kentucky). In West Virginia v. Rodriguez, 543 F. Supp. 2d 526 (West Virginia, 2008), the University brought suit against former football coach Rich Rodriguez who left the University to accept the same position at the University of Michigan. The departure of the coach was significant not only because he sought to escape his contract early, but because the contract contained a $4 million dollar buyout clause. In December 2008, Boston College fired head coach Jeff Jagodzinski after the coach talked to the NFL’s New York Jets about their vacancy despite being warned by BC officials he would be terminated if he did (Braudshun, 2009).

While we have seen such high profile cases with large settlements, litigation among mid-major institutions is far less common. Of particular interest is a suit that Marist College filed in July 2009 against their former basketball coach, Matt Brady. Brady was the men’s basketball coach at Marist from 2004 to 2008 when he left for James Madison University (JMU). Marist alleges that it entered into a contract with Brady on July 1, 2007 to coach through the 2010-2011 season. A clause in Brady’s contract stated that if the contract was terminated for any reason (including going to another school) he would have to turn over all basketball records and files, end all contacts with Marist recruits, not offer a scholarship to current Marist players or any player he or his staff visited or recruited (USA Today, 2009).

Brady is alleged to have advised Marist Athletic Director Tim Murray that he sought the head coaching position at James Madison University. Murray advised JMU’s athletic director that Marist would grant Brady permission to leave Marist only if Brady adhered to the terms in his contract relating to the solicitation of current Marist players and recruits. Brady subsequently accepted the position at JMU and four of his prospects decided to follow him to JMU.

Players following a coach to a new institution is not uncommon; however, having language within a contract barring such communication and actions is unique. Such a case brings up new issues within the realm of contract law. The first legal issue is whether a coach leaving one institution has the right to recruit athletes to his new school. Can you bar an individual from attending a specific college because of a contract he had no part in? This also brings to question whether such provisions are a violation of public policy as it could potentially interfere with educational opportunities for student athletes. Marist took a proactive approach to drafting Brady’s contract by barring communication; however, such language and actions are now under legal review due its far reaching implications beyond just Matt Brady. In the Marist v. Brady case, there is also a debate about the unspecified monetary damages sought by Marist; there was no multi-million dollar buyout or financial recourse outlined, which may not even be feasible at a small institution such as Marist.

This presentation will review the facts of the case, examine the specific language of the contract, discuss the options available to both parties, as well as look at the legitimacy of such a case. The legal implications of the Marist v. Brady case for future litigation involving contracts and recruiting interactions at all levels of intercollegiate athletics will also be discussed.