

Colorado Bar Association Sports & Entertainment Law Section
In Association with Beverly Hills Bar Association Entertainment Law Section
Presented by Scott Young, CFP CPWA/UBS Financial Services, Denver



ANATOMY OF THE DEAL SERIES

Beyond the Headset:

An Inside Look at College Football Coaches Contracts



**Sports and
Entertainment
Section**

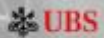
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BEVERLY
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Anatomy of the Deal Series: Beyond the Headset: Inside College Football Coaching Contracts

Presented by



Scott Young CFP CPWA
UBS Financial Services Inc. Denver

Panel Featuring



Jean Boyd

*Former Football GM & Deputy A.D.
Arizona State University*



Paul Sheey

*President/General Counsel
ProStar Sports Agency*



Jon Baker

*Vice President
ProStar Sports Agency*

INTRODUCTION

Anatomy of the Deal Series:

and the Headset: Inside College Football Coaching Contracts



Paul Sheehy
President/General Counsel
ProStar Sports Agency

A founder and President of Pro★Star Sports Agency, Paul has been certified by the NFL Players Association since 1988 and is one of an elite group of NFL agents who have 35 years or more experience. Paul has negotiated hundreds of NFL Playing Contracts, and has handled dozens of NFL injury settlements, grievances, and NFL fine appeals, and handles any legal or contractual issue which arise throughout a client's career. He also has represented NFL and NFL and NCAA football coaches in all aspects of their career including contract negotiations.

Paul is admitted to practice law in both Colorado and California. Prior to earning his law degree, Paul earned an MBA degree, and he has attended the prestigious Harvard Negotiating Institute at Harvard Law. He has also served as an adjunct professor of law at the University of Colorado Law School and has taught at the University of Denver's Daniels College of Business teaching a sports law/contracts class for nearly a decade. Paul has appeared numerous times on television and radio offering insight on various NFL topics. He also serves as the Chair of the Colorado Bar Association Sports & Entertainment Law Section and is a member of the Beverly Hills Bar Association.



Jean Boyd
Former Football GM & Deputy A.D.
Arizona State University

Jean was a part of the athletic department at Arizona State for the last 29 years, retiring in the Spring of 202X as the Deputy Athletics Director / Chief Operating Officer for SunDevil Athletics. In addition to the administrative oversight of football and title of General Manager, Jean was an integral part of the SunDevil athletics program. His duties included the hiring and contract negotiations for all assistant coaches, managing all personnel matters to include staff and player discipline.

Over his 29 years in Tempe Jean was integral in the development of ASU student-athletes and advised player development strategies and programming, oversight of student-athlete performance, nutrition, athletic trainers, team physicians, and counseling services. He also served as chief conduct representative for athletics and dealt directly with human resources on all staff conduct issues.

Jean played safety at Arizona State and after spending a short time in the NFL as a player, he has seen the collegiate football landscape from every perspective.



Jon Baker
Vice President
ProStar Sports Agency

Jon has over 20 years of experience representing NFL players and NFL and NCAA coaches and is certified by the NFL Players Association.

He joined Pro★Star Sports Agency on the management side, after being a long-time client of the agency as a kicker with the Dallas Cowboys and Kansas City Chiefs. Between active roster spots with the Cowboys and Chiefs, he was in training camps with the San Francisco 49ers and Miami Dolphins, played with the Scottish Claymores of NFL Europe, and with the CFL's B.C. Lions and Edmonton Eskimos. During his time with the 49ers, Jon narrowly missed qualifying for the 1996 Olympic Trials in the Long Jump.

He is a graduate of Arizona State University with a degree in Business Management, while competing in football and track & field where he was an All-American long jumper. Jon received a Masters Degree in Organizational Management from the University of Phoenix.



Colorado Bar Association Sports & Entertainment Law Section

Proudly announces the

"Anatomy of the Deal" CLE

Presented by
Series



UBS

Scott Young CFP® CPWA® & UBS Financial Services Inc. Denver

Go behind the scenes and explore the nuts and bolts of key deals within the sports and entertainment law field presented by local, national and international legal experts in their

field! Topics include:

- *Recording Artist Agreements*
- *Behind the Scenes of Bringing Cadillac to the F1 Grid*
- *Inside Music Publishing Agreements*
- *Inside College Football Coaching Contracts*
- *Navigating Student-Athlete Compensation in the Post-House Era*
- *Representing Players in MLB Salary Arbitration*

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The Provision Group

The Provision Group – Our Team

Scott F. Young, CFP®, CPWA®

Senior Vice President – Wealth Management

O: (303) 488-3197 C: (303) 875-7800 s.young@ubs.com

Scott's passion is to serve the wealth planning needs of affluent multi-generational families. He has developed two special niches: NFL and NCAA football coaches and players and multi-generational families. The son of a Marine Corps pilot, Scott endeavors to bring commitment and dedication to each client relationship. As a walk-on football player at Wisconsin, Scott learned the value of perseverance and selfless teamwork en route to being part of a Rose Bowl championship team. In 1998, Scott embarked on a career as a Financial Advisor to serve, to lead and to help clients and their families achieve their goals.



Scott received his BS in Economics from the University of Wisconsin-Madison. He has earned two advanced industry credentials; CERTIFIED FINANCIAL PLANNER™ and Certified Private Wealth Advisor. He is an NFL Players Association Registered Financial Advisor and a speaker at the American Football Coaches Association Conference. He is also on the selection committee for the Pat Tillman Foundation - to award scholarships for exemplary military veterans. At UBS, Scott served as the Co-Chair of the Financial Advisor Advisory Council - a select leadership group of 16 Advisors advocating for best practices across the firm. Scott, his wife Annika and their daughter Hollie, live in Greenwood Village, CO. Their oldest, Allie, attends the University of Wisconsin-Madison and their son, Erik attends Western Reserve Academy in Hudson, Ohio. In addition, Scott has been a youth and varsity high school football coach (Mullen, Creek, Valor Christian) for over 20 years. Scott and Annika enjoy raising their children, skiing, golfing and attending lacrosse and football games.



Caroline Perry, CFP®

Client Service Associate – Wealth Management

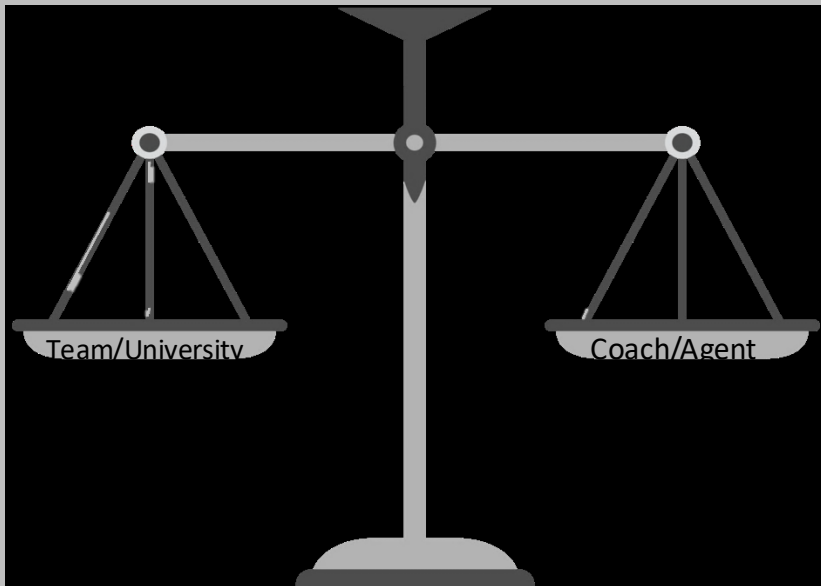
O: (303) 488-0889 C: (303) 709-2029 caroline.perry@ubs.com

From the largest task to the smallest request, Caroline works diligently to exceed client expectations. Her core responsibilities are essential to enabling her team to carry out its mission of helping financially successful individuals plan, invest, and lead fulfilling lives. As a CERTIFIED FINANCIAL PLANNER™, Caroline spearheads her client's Financial Goals Analysis, which is the UBS planning software that shows you how all parts of your financial life impact one another and how each decision you make can affect your lifestyle today and in the years to come. She supports Scott in a Jr. Financial Advisor capacity and is constantly learning about the ins and outs of portfolio management. Additionally, Caroline acts as a liaison between the Financial Advisors and Client Service Associates and ensures that all client requests are completed above and beyond expectations.

Caroline graduated from the University of Colorado at Boulder with a degree in Finance and a concentration in Real Estate. A standout member of the Division I Women's Lacrosse team at Colorado, Caroline was awarded a scholarship for leadership and sportsmanship in memory of a former teammate. Following graduation Caroline started her career in Chicago working in Wealth Management for AllianceBernstein. Since then, Caroline has moved back to her hometown of Denver, Colorado to join Scott at UBS. Caroline has a passion for all things sports, specifically football, hockey and golf. She also enjoys spending time outdoors, whether that is fishing or hiking in the summer or skiing in the winter with friends and family. Caroline holds her Series 7, Series 63, and Series 65 licenses.

We'll be referencing actual NCAA contract language from CU, Texas, UCLA among others.

All contract language cited in this handout is available through public sources.



"Maybe you should reconsider those place cards."



PARTIES



KEY PROVISIONS TO BE AWARE OF **PARTIES**

THIS EMPLOYMENT AGREEMENT and AGREEMENT FOR SERVICES AND INTELLECTUAL PROPERTY (this “Agreement”) is by and among The University of Texas at Austin (the “University”), Steve Sarkisian (“Head Coach”), and **Sark Enterprises, Inc., a corporate entity registered in the state of Texas (“Entity”)** (collectively, the “Parties”).



THIS PERSONAL SERVICES AND GUARANTY AGREEMENT (this "Agreement") is made and entered into on this 6th day of October, 2013, to be effective December 4, 0 12, by and between **THE RAZORBACK FOUNDATION, INC.**, an Arkansas non-profit corporation, (the "Foundation"). and Bret Bielema ("Bielema"), to-wit:

(Note: The Foundation guaranteed \$15.4M of Bielema’s contract if the A.D. terminates his coaching contract, which is entered into with the University.)



CONTRACT TERM

(COMMENCEMENT/EXPIRATION)

KEY PROVISIONS TO BE AWARE OF
TERM

Considerations.

- If no term listed, courts assume an At-Will Ee/Er relationship
- NCAA
 - Hiring Cycle discussion/AFCA convention



BASE SALARY

KEY PROVISIONS TO BE AWARE OF
BASE SALARY

“Minimum salary for showing up”

- NCAA
 - Incentive for keeping THIS compensation component low-ish
 - Perception that Academics > Athletics
 - Some retirement benefits based on highest or average annual base salary (+ IRS Max \$345k 2024-25)
 - Buyouts typically based on Base Salary Only
- NFL
 - Buyouts typically based on Base Salary Only...but NFL is rarely creative enough to parcel \$ components



4. **Base Salary.** Coach will be paid a base salary of \$500,000 Dollars per Contract Year (“Base Salary”) paid in monthly pay periods, in accordance with and subject to the University’s normal payroll process.

As a University Coach, Coach shall be eligible for and participate in applicable Coach benefits provided to university staff Coach’s including participation in retirement plans and health plans. In the event that Coach’s employment is terminated pursuant to Paragraphs 13 or 15 of this Agreement, Coach shall be entitled to payment under this provision up to the termination date only.

KEY PROVISIONS TO BE AWARE OF **BASE SALARY**



2. COMPENSATION:

A. Base Salary. The annual base salary prorated monthly for this position shall be as follows:

	Annual Base Salary
Contract Year 5	\$300,000
Contract Year 6	\$300,000
Contract Year 7	\$300,000
Contract Year 8	\$300,000

Base Salary will be paid monthly and prorated based on the period worked. In Contract Year 1, Coach will receive \$20,833.33 for each full month and a prorated amount for any partial month worked.

The base salary shall be the sole amount of compensation considered by the University when determining the level of Coach's benefits under any employee benefit programs offered by the University.





KEY PROVISIONS TO BE AWARE OF
BASE SALARY

6. COMPENSATION AND BENEFITS

A. Annual Base Salary and Fringe Benefits.

(1) Effective January 2, 202X, the annual gross Base Salary for duties performed by Head Coach under this Agreement from January 2, 202X through December 31, 202X shall be \$2,080,000 (equivalent to \$173,333.33 per month and annualized on a pro-rata basis); from January 1, 202X through December 31, 202X shall be \$2,160,000;

from January 1, 202X through December 31, 202X shall be \$2,240,000; from January 1,

202X through December 31, 202X shall be \$2,320,000; from January 1, 202X through

December 31, 202X shall be \$2,400,000; and from January 1, 202X through December 31, 202X shall be \$2,480,000, payable in twelve (12) equal monthly installments.



SUPPLEMENTAL COMPENSATION

KEY PROVISIONS TO BE AWARE OF SUPPLEMENTAL COMPENSATION



2. COMPENSATION:

B. Talent Fee. At the sole discretion of the Director of Intercollegiate Athletics, Coach may be reasonably directed to speak at booster gatherings and related University and Alumni functions, appear on television and radio broadcasts of University sports games and sports shows dedicated to University sports as may be developed, and make other appearances as reasonably directed by the Director of Intercollegiate Athletics or Sport Supervisor. Such appearances shall be, without limitation, pre-game and post-game shows connected with game broadcasts. In consideration for his participation in any such activities, Coach shall receive an annual talent fee for each Contract Year in accordance with the schedule described below. Payment shall be prorated monthly and shall be paid in accordance with a pay schedule established by University.

	Annual Talent Fee
Contract Year 5	\$4,300,000
Contract Year 6	\$4,500,000
Contract Year 7	\$4,500,000
Contract Year 8	\$4,500,000



KEY PROVISIONS TO BE AWARE OF SUPPLEMENTAL COMPENSATION

D. Signing Bonus.

Coach shall receive a **signing bonus** of \$48,250 paid within sixty (60) days after this Contract Addendum is executed by both parties. If Coach terminates Coach's employment with University prior to December 1, 202X **Coach must repay** the advanced amount in full to University within thirty (30) days of Coach terminating Coach's employment.

Coach shall receive a **second signing bonus** of \$48,250 paid on the next regular University payday following July 1, 202X provided Coach remains employed in same position at University during that time. If Coach terminates Coach's employment with University prior to December 1, 202X **Coach must repay** the advanced amount in full to University within thirty (30) days of Coach terminating Coach's employment.





KEY PROVISIONS TO BE AWARE OF SUPPLEMENTAL COMPENSATION

E. Retention Bonus.

If Coach is employed by University as Assistant Coach, Football continuously for the period from January 1, 202X through May 31, 202X, Coach shall receive a retention bonus payment of \$61,500. The bonus shall be payable on the next regular University payday following June 1, 202X.

If Coach is employed by University as Assistant Coach, Football continuously for the period from June 1, 202X through December 8, 202X, Coach shall receive an additional retention bonus payment of \$61,500. The bonus shall be payable on the next regular University payday following December 8, 202X.

If Coach is employed by University as Assistant Coach, Football continuously for the period from January 1, 202X through May 31, 202X, Coach shall receive a retention bonus payment of \$84,000. The bonus shall be payable on the next regular University payday following June 1, 202X.

If Coach is employed by University as Assistant Coach, Football continuously for the period from June 1, **202X** through December 8, **202X**, Coach shall receive an additional retention bonus payment of \$84,000. The bonus shall be payable on the next regular University payday following December 8, 202X.

KEY PROVISIONS TO BE AWARE OF
SUPPLEMENTAL COMPENSATION



5. **Supplemental Salary.** The following additional compensation shall be paid to Coach as supplemental salary (“Supplemental Salary”). Coach’s Supplemental Salary may be increased (but not decreased) from time to time upon review by the University and any such adjustment shall be effective upon the next payment date. Supplemental Salary shall not be subject to annual salary adjustments.

a) **Radio, Television and Public Appearances.** The University acknowledges that, while public relations activities are an important part of a Head Football Coach’s ordinary responsibilities, participation in University or third party produced television and radio shows requires significant additional time and effort. The University agrees to provide to Coach with Supplemental Salary in the amount of **\$1,750,000 per Contract Year for his agreement to participate in the weekly in-season television and radio shows as requested by the University.** After the first Contract Year of the Agreement, this component of Supplemental Salary will increase by \$100,000 each subsequent Contract Year.

KEY PROVISIONS TO BE AWARE OF SUPPLEMENTAL COMPENSATION



c) **Development of the Student-Athlete.** The University agrees to provide Coach with compensation for developing the student-athlete. Coach will earn compensation in the following areas:

(i) \$500,000 for the support of football program student athletes towards **attainment of academic skills and the development of academic culture.**

(ii) \$500,000 for the welfare and development of Football Program student athletes, including **citizenship**, and support for the Football Program engendered from the University of Colorado Boulder student population.

(iii) \$500,000 for the development of the Football Program **outreach, culture and reputation on campus; integration and support of campus constituencies; community involvement and development of community support for the Football Program; national leadership in athletics; and, coach and staff citizenship.**

KEY PROVISIONS TO BE AWARE OF
SUPPLEMENTAL COMPENSATION



(ii) Coach hereby consents to the use of **his** name and likeness to promote and advertise the University, the Athletics Department and the Football Program and to make public appearances as requested by the University pursuant to the terms and conditions as set forth herein.

b) Promotion and Fundraising. The University agrees to provide Coach with Supplemental Salary of \$1,750,000 per Contract Year **for assisting the Athletics Department at the request of the Athletics Director, and in meaningful consultation with the Coach, in promotion and fundraising activities**. After the first Contract Year of the Agreement, this component of Supplemental Salary will increase by \$100,000 each subsequent Contract Year.

KEY PROVISIONS TO BE AWARE OF
SUPPLEMENTAL COMPENSATION



E. **One-Time Special Payment.** The University agrees to pay a one-time special payment of \$1,200,000 gross in the event, and only in the event, Head Coach is the Head Football Coach for the University on December 31, 202X and Head Coach has not been given notice prior to such date that he has been relieved of his coaching duties under this Agreement. In such event, the special payment will be payable within thirty (30) days of December 31, 202X, with \$480,000 payable to Head Coach and \$720,000 payable to Entity.



COMPETITIVE BONUSES

KEY PROVISIONS TO BE AWARE OF
COMPETITIVE BONUSES

- “Incentive” or “Reward”?
- For Meeting or Exceeding performance expectations?
- Tool to “Bridge the Gap” in negotiations
- NCAA
 - Numerous
 - Can be Flat \$\$ or % of Base Contract

KEY PROVISIONS TO BE AWARE OF **COMPETITIVE BONUSES**



7. Incentive Salary Related to Competitive Success

- a) \$150,000 if the Football team wins six games in the regular season.
- b) \$100,000 for each additional win after six wins in the regular season.
- c) \$150,000 if the Football Team is invited to a non-New Years' Day bowl game.
- d) \$200,000 if the Football Team is invited to a New Years' Day Six bowl game.
- e) \$450,000 if the Football Team is invited to a CFP Bowl game.
- f) \$750,000 if the Football Teams wins the National Championship.
- g) \$75,000 if the Football Team plays in the Pac-12 Championship game.
- h) \$150,000 if the Football Team wins the Pac-12 Championship.
- i) \$75,000 if Coach is selected Pac-12 Coach of the Year.
- j) \$150,000 if Coach is selected National Coach of the Year.



KEY PROVISIONS TO BE AWARE OF **COMPETITIVE BONUSES**

C. Performance Based Bonus. In the event University's Football team or Coach achieves any of the following accomplishments, Coach will receive the following enumerated performance bonuses for each Contract Year in which such performance is achieved:

REGULAR SEASON:

- Team Win 6 \$10,000
- Team Win 7 \$10,000
- Team Win 8 \$10,000
- Team Win 9 \$25,000
- Team Win 10 \$25,000
- Team Win 11 \$50,000
- Team Win 12 \$50,000

POSTSEASON CONFERENCE:

- Conference Championship Game Appearance \$50,000
- Conference Championship Game Victory \$50,000



KEY PROVISIONS TO BE AWARE OF **COMPETITIVE BONUSES**

BOWL SCENARIOS:

- Non-New Year's Six/ Non-Playoff Bowl Game Appearance \$40,000

OR

- New Year's Six Game I Non-Playoff Game Appearance \$100,000
- New Year's Six Game /Non-Playoff Game Victory \$100,000

OR

- College Football Playoff Semifinal Appearance \$100,000
- College Football Playoff Championship Game Appearance \$150,000
- College Football Playoff National Champion \$200,000

FINAL RANKINGS as voted by the final Associated Press (AP) Poll:

- Top 10 Finish (including ties) \$25,000
- Top 5 Finish (including ties) \$25,000

COACHING ACCOLADES as voted by the Pac-12 Conference, Associated Press, or American Football Coaches Association:

- Conference Coach of the Year \$50,000
- National Coach of the Year \$100,000



KEY PROVISIONS TO BE AWARE OF **COMPETITIVE BONUSES**

Eligibility for the above performance bonuses is expressly conditioned upon the following:

- (a) Coach is and has been in compliance with the obligations set forth in the Contract, including Paragraphs 2 (PERFORMANCE OF DUTIES), 6 (UCLA PERSONNEL POLICY), 7 (CONDUCT), 8 (RESPONSIBLE EMPLOYEE REPORTER) and 15 (CONFIDENTIALITY) thereof,
- (b) the team is not on NCAA probation during the relevant Contract Year, and
- (c) the team's Academic Progress Rate is 2: 930 (or such other minimum academic performance threshold that allows for participation in the NCAA Championship).

Collectively, (a), (b) and (c) above are referred to as the "Threshold Requirements."

The parties agree that these postseason bonus provisions will be reconsidered in good faith and revised, if appropriate, should the current NCAA and College Football Playoff structure be substantially modified.



PERQS / BENEFITS

KEY PROVISIONS TO BE AWARE OF
PERQS/FRINGE BENEFITS/EE BENEFITS

- “Incentive” or “Reward”?
- For Meeting or Exceeding performance expectations?
- Tool to “Bridge the Gap” in negotiations

“Real Life” Issues to consider

- NCAA
 - State Pensions/State school issues
 - OH HS → UCINCY → OHIO STATE → NFL/TENN



KEY PROVISIONS TO BE AWARE OF PERQS/FRINGE BENEFITS

10. Private Air Travel.

Coach will receive a budget of \$200,000 annually to use **Wheels Up for recruiting**. In the event that Coach's employment is terminated or suspended pursuant to paragraph 13, or terminated under paragraph 14 or 15 of this Agreement, Coach shall no longer be entitled to this benefit.



20. 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**



20. Use of Private Airplane. For the period that Head Coach is Head Football Coach, the University will provide to Head Coach **twenty (20) hours per year of private aircraft flight time for Head Coach's discretionary personal use**. Hours do not carryover from contract year to year. Such flight use shall be arranged, documented and accounted for as compensation in accordance with University and Athletics department policies and procedures.

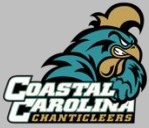
KEY PROVISIONS TO BE AWARE OF
PERQS/FRINGE BENEFITS



(5) Suite and Tickets. For the period that Head Coach is Head Football Coach, the University will provide the following tickets upon Head Coach's request for use in accordance with the Athletics Department's policies and procedures:

- (a) One suite for use at all home football games (including a commensurate number of premium parking passes); and
- (b) Six (6) tickets to home games for all other University sports.

OTHER UNIQUE PROVISIONS



- Buyout drops 50% if 1) New A.D. or President is hired and 2) Coach elects to leave the university that same year.



- Coach contract automatically extends an additional year at 100% +X for each season coach wins designated number of games



- Coach agrees not to directly or indirectly recruit or contact a "verbal" commit for 60 days after he leaves



- Some contracts provide for Performance Incentives as a Percentage of Base Salary, instead of flat amounts (*NY Day 6=18%; Citrus/Music City Bowl=12%; CFP=25%*)



- *HFC is contractually required to "maintain a reasonably mature and rational attitude, and keep emotions in control, and downplay defeats."*



- The parties agree that the A.D. will evaluate the Head Coach every 3 years on a weighted scale of predetermined factors:
 - 40% competitiveness
 - 40% academics and rules compliance
 - 10% institutional goals, diversity and citizenship
 - 10% program administration



- The Head Coach receives a bonus based on home game attendance in the 30,200-seat stadium as follows:

• 18,000 - 20,000	\$. 3,000 per game
• 20,001 – 25,000	\$. 5,000 per game
• 25,001 +	\$10,000 per game



TERMINATION

KEY PROVISIONS TO BE AWARE OF **TERMINATION**

- This is THE 2nd most important item, after Compensation
 - Note: “Termination” requires affirmative act by a party; “Expiration” occurs automatically at the end of the stated term
- Determines both the rights and obligations of both sides based on different types of termination of employment
- Language is EVERYTHING here
- Very important nuance here:
 - the right to TERMINATE may be independent of the right to CEASE PAYING SALARY ==> GILL/ASU here
- NOT-FOR-CAUSE
- FOR-CAUSE
- BY COACH
- *Other (death, disability)*

KEY PROVISIONS TO BE AWARE OF

TERMINATION

- **NOT-FOR-CAUSE**
 - Aka “For Convenience”
 - Triggers Salary Guarantee rights/obligations



12. TERMINATION BY UNIVERSITY WITHOUT CAUSE. In addition to and exclusive of the foregoing provisions, University reserves the right to terminate this Contract (and Coach's employment hereunder) **without cause at any time** by giving written notice to Coach of such decision.



B. Termination by the University without Cause. The University shall have the right to terminate Head Coach's employment and this Agreement (and the related Professional Services and License Agreement) **without any reason and without cause** prior to the expiration of the Term as stated in Section 3 above.

KEY PROVISIONS TO BE AWARE OF **TERMINATION**

- **FOR-CAUSE**

- NO FURTHER COMPENSATION IS OWED
- Laundry List
- Minimize team/university DISCRETION
 - Common: “...as determined by University in its sole discretion”
- Clearly define **SPECIFIC** causes
 - **Good:** “...a breach of obligations under Paragraph 15”
 - **Eh, OK:** “...commission of a felony or crime involving moral turpitude”
 - **Bad:** “Failure to maintain appropriate standards of employee conduct”
 - **Bad:** “Material failure to follow high moral and ethical standards commonly expected of a Coach.”
- Assure pre-termination Due Process rights are available

KEY PROVISIONS TO BE AWARE OF **TERMINATION**

- **FOR-CAUSE – Possibly WORST language ever**



- **7.4.2 Just Cause.** University shall have the right to terminate this Contract for just cause. **Just cause shall be determined by the President or the President's designee. The determination of the President or the President's designee shall be final. This Section and the definition of just cause is intended to give University the widest discretion permitted by applicable law.** In the event this Contract is terminated for cause, all obligation of University to make further payment and/or provide any other consideration hereunder shall cease as of the date of termination.

KEY PROVISIONS TO BE AWARE OF TERMINATION

NEW TREND

Tying TERMINATION of Assistant Coaches to status of Head Coach



6.2(b) Head Coach Transition. In the event Jonathan Smith ceases to be the Head Football Coach at the University for any reason, the University has **no obligation to reappoint or extend** the Coach's employment beyond the remainder of the term of this Agreement. Should the University terminate the Coach without cause at a time in which Jonathan Smith is no longer the Head Football Coach for any reason, the University shall pay the Coach **50% of the Base Salary** for the remainder of the agreement.

KEY PROVISIONS TO BE AWARE OF TERMINATION

NEW TREND

Tying TERMINATION of Assistant Coaches to status of Head Coach



4. TERMINATION RELATED TO HEAD FOOTBALL COACH:

Coach acknowledges that **this Agreement will terminate immediately** at such time as Kliff Kingsbury (“Kingsbury”) is no longer the Head Football Coach at University. Coach will be paid Base Salary, less applicable withholding, on a monthly basis **for a period not to exceed 120 days** if Coach is unable to find other employment in a coaching capacity. Unless Coach is required to perform other duties as directed by the Director of Intercollegiate Athletics, **Coach shall report all such time as vacation until all of Coach’s vacation time is exhausted**. All obligations under this Employment Contract shall cease immediately upon Coach’s accepting other employment in a coaching capacity if such new employment occurs within 120 days of termination of this Employment Contract under this provision.

NEW TREND

KEY PROVISIONS TO BE AWARE OF TERMINATION



4.3.5. Agents and Amateurism Compliance.

Except as may be authorized in advance by the University, the **Coach will avoid inappropriate contact with any person known to be acting or have a history of acting as a sports agent, a "runner,"** or any other individual employed by or performing services for them. The Coach will observe and enforce the NCAA and University regulations governing amateurism and the relationship between sports agents and student-athletes at the University. Notwithstanding the foregoing, the **Coach may speak with sports agents for the purpose of gathering information regarding the National Football League ("NFL") draft prospects/opportunities for any of the Team's players who are eligible to enter the next scheduled NFL entry draft, and such information is to be used for the benefit of any of said players in their decision-making process in determining whether to enter said NFL entry draft. Moreover, the University acknowledges, understands, and agrees that the Coach's prior, and continuing, relationship with the Coach's professional representative who is also his sports agent (and staff members affiliated with such representative's firm) shall be exempt from the prohibitions contained in this Section.**



KEY PROVISIONS TO BE AWARE OF TERMINATION

This letter will terminate upon the earliest of (i) termination of your employment by the University, or (ii) you no longer hold the Position, provided that once this letter becomes effective supplemental compensation with respect to events that have occurred on or prior to the date of termination will be paid to you. **Your at-will status** as a university staff employee is modified in that the effective date of any termination, **except a termination for egregious misconduct**, will be 2/28/202X.

If you are terminated any time prior to 2/28/202X except for a termination for egregious misconduct, you will receive the remaining portion of your annual base salary from the termination date through 2/28/202X in regular bi-weekly installments for the term remaining under this agreement.

KEY PROVISIONS TO BE AWARE OF

TERMINATION

- **TERMINATION BY COACH**



C. Termination of Employment by Head Coach. The Parties agree that Head Coach has special, exceptional, and unique knowledge, skill, and ability as a football coach which, in addition to the continuing acquisition of coaching experience at the University as well as the University's special need for continuity in its Program, render Head Coach's services unique. Head Coach further recognizes that his promise to work for the University for the entire Term of this Agreement is an essential consideration in the University's decision to employ him as Head Coach of the Program. Head Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Football Coach with the University prior to the expiration of this Agreement. **Accordingly, Head Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement,** he shall pay to the University as liquidated damages, and not as a penalty, as set forth below:



THE GUARANTEE

(TERMINATION BY SCHOOL/TEAM)



KEY PROVISIONS TO BE AWARE OF **THE GUARANTEE**

In the event this Agreement is terminated **without cause**:

- (1) all theretofore unearned and/or unpaid obligations of the University to Head Coach pursuant to this Agreement shall cease as of the date of any such termination,
- (2) Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, etc.), and
- (3) the University will pay to Head Coach or Entity, in lieu of any and all other legal remedies or equitable relief available to Head Coach or Entity, **liquidated damages equal to seventy percent (70%) of the total remaining Base Salary and Professional Services Payments** (pro-rated for partial month/months) due to Head Coach through the expiration of the otherwise unexpired Term of this Agreement as stated in Section 3 above (“Payout Period.”).

Such liquidated damages shall be paid in monthly installments through the Payout Period.



KEY PROVISIONS TO BE AWARE OF **THE GUARANTEE (MITIGATION REQUIREMENT)**

Head Coach acknowledges that **he will minimize the payments due to him under this Section 7.B and agrees to make reasonable efforts to obtain new football-related employment** as long as the University has the obligation to make such payments. If Head Coach obtains new football-related employment during the Payout Period, the **University shall be entitled to reduce on a dollar-for-dollar basis each month its liquidated damages' obligation** to Head Coach by the amount of any post-termination football-related income that Head Coach receives, earns, or is owed for such employment through the Payout Period.

2016 version (remember...EVERYTHING is negotiable)

Coach acknowledges that **he will minimize the payments due to him under this Section 7.B and agrees to make reasonable efforts to obtain new football-related employment** as long as the University has the obligation to make such payments. If Head Coach obtains new football-related employment during the Payout Period, the **University shall be entitled to reduce by taking an offset against its liquidated damages obligation in the amount of fifty percent (50%) of the compensation received in the same corresponding year by Coach in his new position...**



KEY PROVISIONS TO BE AWARE OF THE GUARANTEE

If **University** terminates the Contract at any time on or before January 15, 202X, the value of such Liquidated Damages will be **nine million dollars (\$9,000,000)** in total, paid in substantially equal monthly installments over a one-year period from the termination date.

If University terminates the Contract on or after January 16, 202X, but prior to December 16, 202X, then University shall pay Coach **70% of each of the following** amounts (if not previously paid):

- (a) the total remaining **base salary** described in the attached Contract Addendum in Section 2(A) titled "Compensation - Base Salary" (through December 15, 202X only), **plus**
- (b) the total remaining **talent fee** described in the attached Contract Addendum, in Section 2(B) titled "Compensation - Talent Fee" (through December 15, 202X only), **plus**
- (c) (c) the **retention bonuses** described in the attached Contract Addendum, in Section 2(E) titled "Compensation - Retention Bonus" (through December 15, 202X only), provided that each such payment will be reduced by tax withholding at the time of payment. After December 15, 202X, University
- (d) will not owe any amounts under this paragraph.



THE BUY-OUT (TERMINATION BY COACH)

KEY PROVISIONS TO BE AWARE OF THE BUYOUT

GOAL: SHIFT THE POTENTIAL TAX BURDEN OF THE BUYOUT AWAY FROM THE CLIENT



...Alternatively, University and Coach may elect to work with a new employer to assign this Contract to the new employer for an Assignment Fee equal to not less than the amount described in Paragraph 14. Any such assignment shall be in writing and memorialized by a separate assignment and assumption agreement between Coach, University and new employer. As a material term of this Contract, Coach hereby agrees to ensure that such assignment fee shall be paid by the new employer to University within sixty (60) days of the execution of the assignment and assumption agreement.

(7) Assumption of Previous Contractual Obligation. The University will pay to Head Coach's previous employer the monetary contractual obligation owed by Head Coach as a result of the voluntary termination of his previous employment agreement (the "Buyout"). The University shall make Head Coach whole in the event Head Coach incurs income tax liability for this payment.

KEY PROVISIONS TO BE AWARE OF
THE BUY OUT



(5) The sum of **\$3,000,000 is owed by Head Coach** if the Head Coach resigns or otherwise terminates his employment between January 1, 202X to December 31, 202X.

Payment of said liquidated damages will be in a single lump sum amount with payment to be made within seventy-five (75) days of Head Coach ceasing to be the University's Head Football Coach. If Head Coach terminates his employment under this Agreement prior to its expiration in accordance with this Section 7.C, his compensation and benefits, to the extent not already vested, shall cease upon the date that Head Coach terminates.

KEY PROVISIONS TO BE AWARE OF THE BUYOUT



11(b). Liquidated Damages.

If Coach terminates this Agreement prior to the expiration of its term in order to accept alternate employment as a coach at the collegiate level **or at the non-amateur level** then, Coach within sixty (60) days of terminating this agreement shall pay, or cause his new employer to pay, the University as liquidated damages the sums of:

- (i) \$15,000,000, if terminated on or before December 31, 202X
- (ii) \$10,000,000, if terminated on or before December 31, 202X
- (iii) \$8,000,000, if terminated on or before December 31, 202X
- (iv) \$5,000,000, if terminated on or before December 31, 202X
- (v) \$2,000,000, if terminated on or before December 31, 202X.



(7) Assumption of Previous Contractual Obligation. The University will pay to Head Coach's previous employer the monetary contractual obligation owed by Head Coach as a result of the voluntary termination of his previous employment agreement (the "Buyout"). The University shall make Head Coach whole in the event Head Coach incurs income tax liability for this payment.



REASSIGNMENT

KEY PROVISIONS TO BE AWARE OF REASSIGNMENT CLAUSE



7. ACTIONS OTHER THAN TERMINATION

7.1 Reassignment During the term of this Agreement, the University may (a) change, supplement, or eliminate any of the Coach's duties; and (b) assign the Coach to other positions with different duties that are consistent with the Coach's educational background and experience. The Coach's refusal to accept any change or supplement to, or the elimination of, any duties or any reassignment to other duties constitutes cause for the University to terminate this Agreement in accordance with Section 6.1 above.



THE COACH HIRING PROCESS



SEARCH FIRMS

- NCAA
 - A “must” for coach’s agents
 - Vast majority of head coach (and AD) searches
 - Reasons
 - #1 Confidentiality / not subject to FOIA requests
 - Various scopes of engagement Vetting → Full Hiring Process

Parker Search Firm	Eastman & Beaudine	Heidrick & Struggles Int'l, Inc.	DHR International
www.parkersearch.com	www.eastman-beaudine.com	www.heidrick.com	www.dhrinternational.com
Dan Parker	Bob Beaudine	Mr. Torrey Foster, Jr.	Glenn Sugiyama
Georgia Tech	SMU, Fresno State	UCLA, A.D. search	Wisconsin, University of Virginia, Tulane University, Notre Dame University, Western Carolina University, Temple University, United States Olympic Committee, The National Basketball Association, University of Vermont, SUNY at Albany, The Piney Woods School, Ball State University and the NCAA, CAL, Kansas
Northern Illinois	Duke, Maryland	LSU, A.D. search	
Nebraska	Louisville, Kentucky	Georgia, A.D. search	
Minnesota	Virginia, Kansas		
Arizona	Oklahoma, Florida State		
Oregon State	Navy, Clemson		
Big XII (Commissioner)	Hawaii, Army		
Iowa State	Notre Dame, Arizona State		
Buffalo	Baylor, TCU		
Northern Illinois	MARSHALL		
Illinois, AD	SMU, Memphis, Ole Miss		
Uconn	Texas Tech		
Lafayette			
Neinas Sports Services	Korn/Ferry International	Carr Sports Associates, Inc	Champ Search/David & Dana Pump
http://www.neinassports.com/	www.kornferry.com	http://www.carrsportsassociates.com/	www.doublepump.com
Chuck Neinas	Jed Hughes	Bill Carr	Dana Pump
Alabama, Texas	Syracuse, A.D. search	Texas, North Carolina State, Virginia, Washington State, Iowa State, North Carolina, Tennessee, Maryland, Florida, Toledo, Auburn, Oklahoma, Arkansas, Troy, Florida Atlantic, Utah, South Florida, Clemson, Southern Mississippi, Buffalo, Michigan State, Miami University, Northern Illinois, North Texas, Arkansas State, Conference USA, Mid-American Conference, Georgia Tech.	New Mexico State
Florida, Notre Dame	Dallas Cowboys		
Colorado, Oklahoma	Green Bay Packers		
Georgia, LSU	St. Louis Rams		
North Carolina	Colorado State \$250K		
Syracuse	USC		
Virginia	Texas \$267K		
Miami, North Texas, Indiana	NY Jets		
	Arizona State		
		Eastern Michigan, JMU, Umass	
Collegiate Sports Associates	College Sports Solutions	Collegiate Consulting	Russell Reynolds Associates
http://collegiatesportsassociates.com/page1.php			www.russellreynolds.com
Todd Turner - President/Brad Bates	Jeff Schemmel - President	Russell Wright - Managing Director	Dean Stamoulis
CAL, Colorado, Duke, Kent State, NIU, Oklahoma, Richmond, South Dakota, Boston College, Miami (OH), UNLV, Kent State	South Dakota	Lamar, Simon Fraser, Seattle U,	NFL prospective HC videos at combine, GM Chiefs, GM Falcons
Turnkey Search	Ventura Partners		
Gene DeFilippo	Eric Hyman		
Mississippi, Rice, Denver, Temple, Bowling Green, Grand Valley, Georgetown, Minnesota, UTSA, Georgia Tech, Alabama, Michigan, Tennessee, Rutgers, Nebraska	Kansas State		



CONTRACT DISPUTES

Yes, there will be lawyers...

BIELEMA v. RAZORBACK FOUNDATION

Bielema asserts that he is owed money as part of a contractual buyout settlement with Arkansas.

Bielema was fired in 2017 and in 2018 the two parties agreed to a \$12 million dollar buyout. Bielema was supposed to receive \$320,833.33 per month while he searched for a new job. This was to be adjusted accordingly once he found comparable employment. In 2018, he signed the first of 3 successive contracts with progressively increasing titles and salary, starting with "Special Assistant to the Head Coach" and ending with "Defensive Line Coach". Arkansas payments stopped in 2019.

The Razorback Foundation is relying on the defense that Bielema did not make a "reasonable effort to regain comparable employment."

BUYOUT REDUCING FORMULA CLAUSE

“The total amount of the Total Guaranty Payment owed to Coach as of the effective date of the termination shall be determined by the following formula:

The numerator shall be the full amount of the Guaranty Payment identified in the foregoing chart depending upon the year of termination and shall be divided by the denominator, which shall be the total number of months of the Term of the Employment Agreement (with any partial months being pro-rated), to yield the “Monthly Value of the Total Guaranty Payment.”

The Monthly Value of the Total Guaranty Payment shall then be multiplied by the number of months remaining on the Term (with any partial months being prorated) as of the effective date of the termination to yield the “Total Guaranty Payment.”

<u>YEAR</u>	<u>AMOUNT</u>
Feb. 6, 2015 through Dec. 31, 2015	\$15,400,000.00
Jan. 1, 2016 through Dec. 31, 2016	\$15,400,000.00
Jan. 1, 2017 through Dec. 31, 2017	\$15,400,000.00
Jan. 1, 2018 through Dec. 31, 2018	\$11,700,000.00
Jan. 1, 2019 through Dec. 31, 2019	\$7,900,000.00
Jan. 1, 2020 through Dec. 31, 2020	\$4,000,000.00

BIELEMA v. RAZORBACK FOUNDATION

1

Coach shall have an affirmative duty of mitigation to diligently seek and **accept other employment** in the event this Employment Agreement is terminated for convenience as well as an obligation to comply with any mitigation and/or other conditions set forth in the Guaranty Agreement.

2

Further, Coach covenants and agrees that, in the event the University exercises its right to terminate this Agreement for convenience at any time, **Coach will accept the guaranty of the Razorback Foundation**, for the amounts set forth below, as provided in the Personal Services and Guaranty Agreement ('Guaranty Agreement') and any amendments thereto as entered into between Coach and the Razorback Foundation or other financially responsible third party **in full and complete satisfaction of any obligations of the University."**

3

The parties covenant and agree that the Total Guaranty Payment paid to Coach paid by the University's third-party guarantor **shall be offset and reduced on a monthly basis by the gross compensation earned by Coach** personally or through business entities owned or controlled by Coach **from employment as a head or assistant coach or as an administrator either at a college or university or with a professional sports organization** (collectively referred to hereafter as a 'Coaching Position')."



Q & A
Fire away

From: bulkmail@csc.state.co.us
To: [Jess Ham](#)
Subject: Notice of Accreditation for Homestudy
Date: Monday, July 14, 2025 12:12:56 PM

Colorado Supreme Court
Office of Continuing Legal & Judicial Education

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Date of Program:

1/1/2025

Accreditation Date:

7/14/2025

Course ID:

863834

**GENERAL
CREDITS**

1.00

SPONSOR ID:

COLBAR

Program Type:

Home Study

Accreditation Exp. Date:

12/31/2027

**ETHICS
CREDITS**

0.00

**EDI
CREDITS**

0.00

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