

O'brien v. ohio state university

Law



O'Brien v. Ohio State University

1. The Court of Claims judge in this case interpreted the facts in favor of O'Brien when the judge characterized the loan as given for humanitarian reasons and not given to gain an improper recruiting advantage. What facts might support a more sinister interpretation of the coach's conduct?

In 2004, the Ohio State University officials fired then coach Jim O'Brien. The allegations on the basketball coach were that he broke the terms of his agreement. To assume a more sinister interpretation of O'Brien's conduct one needs to look into the reasons why the court decided in his favor in the first place. To be absolved in the eyes of the law, University had to prove that O'Brien's actions, which were in violation of the contract, in fact, caused severe damage to the reputation of the University. The court found that O'Brien's act of lending a sum of \$6000 to a recruit did not do material damage the university's reputation. Jim O'Brien won the case and received about \$2.5 million in damages (Wong, 2010, p. 430). If the judge had interpreted that O'Brien's actions caused serious harm to the good name of the Ohio State University then they would most certainly have rejected the plaintiff's claim. For instance, if they had discovered that Jim O'Brien had a history of breaching the University contract, then the court's decision might have gone the other way.

2. Discuss how Ohio State could have strengthened its grounds for termination for cause.

Ohio State had to prove that Jim O'Brien's actions have caused their name significant bad reputation. However, the Ohio Court of Claims concluded that O'Brien's actions and his breach were not material to cause his termination (Epstein, 2012). The weakening aspect of Ohio State's case was they relied <https://assignbuster.com/obrien-v-ohio-state-university/>

too much on specific contractual language. They put too much stress on the wording of the contract that O'Brien would be breaking the terms of the contract if he breaks NCAA rules. Moreover, he was also supposed to report any breach that could have happened which he was aware of, and he had reasonable cause that a violation, in fact, had occurred. Jim all Brian failed to report this loan for almost five years. The NCAA rules clearly states that the staff member or the institution itself cannot give financial aid or any such benefit to recruits.

3. Discuss the implications of this decision relative to other colleges that may wish to terminate coaches for cause.

This decision is a wake-up call for other colleges. It would be wise for the parties to such future agreement to be extra careful in adequately detailing the terms of agreement, however, the analysis of materiality is a complicated task that hugely depends on the circumstances (Meshefjian, 2006). It is a fact proven in the court that Jim O'Brien did violate his agreement with the University. The only slack he got from the court was he did not do enough damage to university to be fired. If the Ohio State University had expressly written in the contract that as a breach of financially supporting a recruit the University holds the right to immediately fire the perpetrator, Jim O'Brien would not have his job. Other colleges would revise their contracts with their sports coaches and vividly write the terms and circumstances under which the University holds the right to terminate the contract of its employees.

4. Review Section V of the Greenberg article listed in Other Sources at the end of this chapter and consider the language of other termination provisions in coaches' contracts to determine how a termination clause may

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be written which favors the university. You may also consider the termination clauses in the coaches' contracts, which may be found by using the coaches' contract databases listed in the list of relevant websites below. The termination clause can be very long to write and read. In the case of Jim O'Brien against the Ohio State University the termination clause missed a phrase. If the University had added the words along the lines of “ regardless of the materiality” to their termination clause (such as financially supporting a recruit), it certainly would have made the case stronger for the University.

References

Epstein, A. (2012) Sports law. Cengage learning

Meshefjian, K. (2006) O'Brien v. Ohio State University: Implications for Future Employment Agreements. Illinois Business Law Journal. 16: 27

<http://www.law.illinois.edu/bljournal/post/2006/04/26/OBrien-v-Ohio-State-University-Implications-for-Future-Employment-Agreements.aspx>

Wong, G. M. (2010) Essentials of sports law. ABC-CLIO.