

Harrick v. National Collegiate Athletic Association

454 F.Supp.2d 1255 (N.D.Ga. 2006).

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Plaintiffs, Jim Harrick, Sr., and his son, Jim Harrick, Jr. initiated this suit against the National Collegiate Athletic Association (NCAA), and several of its members, including President Myles Brand alleging tortious interference in their employment contract with the University of Georgia after the Harricks' employment at the University was terminated. Harrick, Sr. was hired by the University of Georgia in 2001 as head men's basketball coach and Harrick, Jr. was hired as an assistant coach in 2002. The Harricks' employment contracts, which included NCAA regulations, were not renewed after a University investigation into potential NCAA violations. The plaintiffs subsequently initiated this suit claiming tortious interference but the court held that because the NCAA was an interested third party in the Harricks' contracts with the University of Georgia, the Harricks' claim failed.

In order for a plaintiff to prevail on a claim of tortious interference, a plaintiff must establish the existence of a valid contract and that the defendant acted intentionally, without privilege or legal justification, to induce another not to enter into or continue a business relationship with the plaintiff, thereby causing the plaintiff financial injury. The plaintiff must also show that the defendant is a stranger to the contract at issue and the business relationship giving rise to and underpinning the contract. The court further held that one is not a stranger to a contract merely because they are not a direct party of the contract.

The court held that because the Harricks' employment was related to the operation of an intercollegiate basketball program, which in turn is subject to continued compliance with NCAA regulations, the NCAA was an essential entity in the employment relationship at issue. Therefore, the NCAA was not a stranger to the Harricks' employment contracts with the University of Georgia and thus cannot be liable for tortious interference in those contracts.

The court also held that because Brand and the other members of the NCAA the Harricks named in their suit acted as agents of the NCAA they were not strangers to the contract relationship and were therefore immune from a claim of tortious interference.

The court granted the NCAA's motion for summary judgment on the Harricks' claim of tortious interference because the NCAA is an essential entity in the Harricks' employment relationship with the University of Georgia. As a result, the NCAA is immune from claims of tortious interference in any intercollegiate athletic coaching contract if those contracts are terminated because of failure to comply with NCAA regulations.