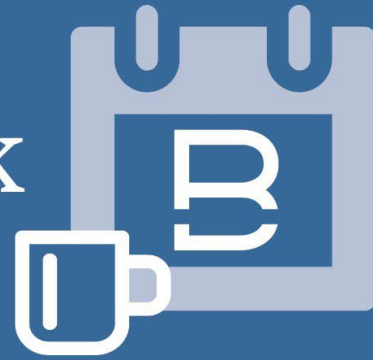


The Work Week

Bassford Remele Employment Practice Group



December 1, 2025

Welcome to another edition of *The Work Week with Bassford Remele*. Each Monday morning, we will publish and send a new article to your inbox to hopefully assist you in jumpstarting your work week.

[Bassford Remele Employment Practice Group](#)

Three Critical Employment Lessons for Your Executive Contracts to Be Learned From the Lane Kiffin Departure

[Andrew T. James](#)

After weeks of speculation, the news broke on November 30, 2025, that Lane Kiffin (former head football coach at Ole Miss, and long before that, a Bloomington Jefferson High School graduate) had signed a lucrative new contract—reportedly involving \$90 to \$100 million in total earnings over seven years—to coach at LSU. For sports fans, this is a story about coaching betrayal and a battle between two SEC conference rivals. For the business world, though, it is a case study in the inherent risks and necessary protections embedded in high-value, executive employment agreements. The sudden departure of any top leader—whether a head coach, a CEO, or any other C-Suite executive—immediately exposes a company to competitive, financial, and legal vulnerabilities.

For in-house counsel, HR leaders, and executives, the Kiffin saga offers three critical lessons on how to protect your organization before star talent walks out the door.

1. Contract Buyout Clauses

Unlike standard employees, who are typically at-will employees, high-profile executives (and head coaches) often work under fixed-term contracts designed to ensure stability. When executive talent leaves early, the damage can be immediate, severe, and difficult to quantify, ranging from recruitment costs and reputational harm to the complete disruption of long-term business strategy.

In Kiffin's case, his Ole Miss contract is rumored to include a \$4 million buyout clause, which LSU will almost certainly pay. In the business world, this sort of buyout clause is simply a specialized form of liquidated damages—a pre-agreed sum intended to compensate the company for the financial harm expected to be caused if the executive breaches the term contract. This provision allows the harmed employer to avoid a lengthy, expensive lawsuit to prove subjective, hard-to-quantify damages.

However, companies must be cautious when crafting buyout clauses in executive contracts. A court will scrutinize this figure to ensure it is not a penalty, in which case it could be rendered unenforceable. The buyout amount must represent a reasonable, good-faith estimate of the actual damages that would logically flow from the executive's premature departure, such as the costs associated with an executive search, onboarding, and business and strategic interruption. Companies and executives should audit their contracts to ensure these calculations are defensible and rooted in legitimate business projections.

2. Garden Leave Clauses

Upon Kiffin's announcement that he had accepted the Ole Miss coaching job, Ole Miss athletic director Keith Carter confirmed Kiffin would be stepping away from the team immediately—denying Kiffin's request to coach Ole Miss through the culmination of the College Football Playoff, where the school is poised to possibly earn a coveted first-round bye.

This move is the sports law equivalent of garden leave—a concept commonly utilized with high-ranking executives and outside of the United States. Until the buyout is paid, the departing executive remains technically employed (and paid) by the original employer, but is immediately stripped of all duties, physical access, and decision-making authority. This allows employers to protect their competitive secrets, business relationships, and workforce from disruption after an executive departure. Allowing an executive who is known to be moving to a competitor to continue working and retain access can be a massive competitive risk.

For this reason, many executive contracts include a garden-leave clause granting the company the unilateral right to remove the executive from duty immediately upon receiving their notice of resignation. This critical step mitigates the risk of the departing executive accessing confidential information, sabotaging business efforts, or, most critically, soliciting key staff and clients during their transition period.

3. Non-Solicitation Clauses

According to news reports, Kiffin is actively soliciting and bringing key personnel with him to LSU, raising immediate concerns about employee raids. For example, according to a recent report, Kiffin told his offensive coaches at Ole Miss that they needed to be on the airplane to LSU on November 30 if they wanted a position there.

This situation—and its analogue in the business world—often results in claims arising from the breach of employee non-solicitation clauses, as well as the common law duty of loyalty. Because

Minnesota has increasingly restricted broader non-competition clauses (many of which are now statutorily prohibited in Minnesota), non-solicitation covenants—which restrict a departing employee from raiding customers and potential customers and/or former colleagues—are often more defensible, provided they are narrowly tailored to a legitimate business interest and contain reasonable geographic and durational limitations.

One lesson here is that employers should not rely solely on the departing executive’s non-solicitation clause. Ensure that all key employees also have their own reasonable and enforceable non-solicitation clauses in their contracts. When drafting non-solicitation clauses, understand that state law matters greatly and tailor the provision to the maximum bounds allowable under applicable state law.

The legal risks that accompany a football coach’s departure are the same risks every company faces when a top executive leaves. The cost of a poorly drafted contract—one that fails to anticipate garden leave, defensible buyouts, or staff raiding—can be devastating. Don’t wait for your star talent to walk out the door; review your executive contracts with legal counsel today to ensure your protective covenants are enforceable and up-to-date.

Bassford Remele’s award-winning [Employment Practice Group](#) is here to help with these issues and more. Please reach out to discuss ways that we can help you protect your business or protect your rights.

LEARN MORE ABOUT OUR EMPLOYMENT PRACTICE » »
