

EMPLOYMENT AND SERVICE CONTRACTS

I. Action by employee

1. (a) If an employee is wrongfully discharged in violation of a contract, what are the general damages? the special damages? § 19-1 See Budge, page 608; Redgrave, page 648; Parker, page 680.
- (b) If the University of Kentucky fires the football coach (after one year of a five year contract), what are his damages?
- (c) Can damages be set in a different fashion? See pages 454-460.
- (d) Can the coach keep his job? See Manila School District, page 124.
2. If McDonald's fires a cook (who was hired a month ago and is paid the minimum wage) because she notified the city health department of violations, does she have a cause of action? What is her remedy? Suppose she is fired after she dyes her hair purple? § 19-2

II. Action by employer

3. Suppose Dan Mullen leaves Mississippi State University, (after two years of a seven year contract) to coach a professional football team. What general damages may the Bulldogs claim? what special damages? § 17-4
4. Suppose MSU seeks an injunction against Dan Mullen to enjoin him from coaching a professional team for the next six years? See pages 116-122.

5. Does MSU have any other remedies against Mullen or anyone else? § 33-15
6. Assume the contract said that upon leaving the Bulldogs, Mullen could not coach at any other SEC school for 1 year. Muschamp is on the verge of signing as head coach of the LSU Tigers. See Northeastern v. Brown, #6, page 123 § 20-3.
7. Suppose the contract said that upon leaving the Bulldogs, Mullen could not use or disclose any play books, scouting reports or other confidential information. See ACA § 4-75-601 et seq. § 33-16.
8. If you were the University attorney, what other provisions would you insert in the employment contract? See #1, Vanderbilt University, page 458. § 8-1.