

Contracts for Golf Course Superintendents

by HARTON S. SEMPLE, General Counsel, USGA Executive Committee

I have been asked many times if a Club should have a written contract with its golf course superintendent and if so, what provisions it should contain.

The superintendent of a golf course is one of the key men in a golf club's organization. I am sure that all golfers will agree that the superintendent "makes or breaks" a golf course. A well conditioned course is a thing of beauty and a joy for every golfer, no matter what his handicap. On the other hand, a course in poor condition leads only to a lot of unfavorable comments from the players, whether justified or not.

Golf is big business today and growing bigger every day. The superintendent is an important and essential part of this business. He is entrusted with the care of the Club's biggest asset and administers one of the largest, if not the largest, budgets with which a Club has to work. Today the superintendent has to have more than just a "green thumb." He has to have specialized, highly technical knowledge to meet the stringent demands of the modern golfer. He goes to school to learn his profession and he is continually learning new methods and techniques by means of educational courses which are made available to him and which he is encouraged to attend.

Therefore, if you agree with me that the golf course superintendent is an important man in your Club organization, it seems logical that the Club should enter into a written contract with him. By doing so, the Club and the

superintendent will have a clear understanding of the many duties of the superintendent and how he is to proceed to carry out these duties. This is a tremendous help to both parties.

The superintendent must know just what the Club requires of him and to whom he must report, not only to receive instructions, but also to pass along any information, suggestions or complaints to the management of the Club and thence to the members. On the other hand, the Club management is helped by the establishment of a definite chain of command to deal with its most valuable asset, the golf course.

A written contract also gives the Club and the superintendent a stability of relationship which is most important to the smooth running of any organization. The superintendent, on his part, will appreciate the fact that he has a definite fixed contract to rely upon before moving his family to the site of his job. The Club also benefits by knowing that this important job will be filled for a definite time and may plan accordingly.

I do not mean to convey the impression that a written contract is absolutely necessary. We all know of some outstanding superintendents who have worked for leading Clubs in the country for many, many years with nothing more than a handshake for a contract. Obviously, these relationships have been eminently satisfactory. However, I am sure that these relationships would have been just as successful if there had been a written contract, and maybe more so.

Furthermore, we do not know how many oral agreements have not been so successful but might have been if a written contract had been entered into. A written contract has the definite advantage of avoiding many of the misunderstandings that are caused when new Club officers are elected who were not present when the oral understanding with the superintendent was made. Finally, a written contract may provide for a term of employment in excess of one year, whereas an oral contract is enforceable for only one year.

There is no particular magic in preparing such a written contract. The most important consideration is to be sure that all of the terms and conditions which will make the term of employment most satisfactory for both parties are embodied in the contract. Naturally, in preparing any such contract the Club's attorney should be consulted and all of the items which the management would like to have included in the contract should be thoroughly discussed with him. He is the most qualified man to draw a contract that will express the best wishes of both parties.

I have taken the liberty of setting forth below some of the provisions that Club management may want to consider including in a written contract. The following suggestions are by no means all inclusive and any contract should be tailored to fit the particular needs or requirements of the individual Club.

1. The first consideration should be given to the term of the contract. As previously stated, it might be well to establish a term longer than one year. However, for the protection of both parties, there should always be included a provision setting forth the circumstances under which employment shall terminate before the completion of the term set forth. An example of this would include death or incapacity to properly and personally perform the duties on the part of the superintendent or in the event the Club ceases to carry on its present business or become bankrupt. Naturally, if both parties agree to a termination there is no problem.

2. The compensation of the superintendent is very important. This should not only include the amount of his salary and how it should be paid, but should also cover all the fringe benefits, such as a bonus, hospitalization insurance, pension rights, life insurance, housing or rent allowance,

automobile expenses (gas) and expenses allowed for attending turf meetings and seminars.

3. A statement of the superintendent's duties and responsibilities for the proper maintenance, care and improvement of the golf course, water system and equipment should be carefully worded. There should be included here any other duties which may be assigned to him, such as care of the grounds around the Clubhouse, a swimming pool or tennis courts. The question of whether or not the superintendent will be allowed to do outside consulting work for other clubs, corporations or individuals (members) should be resolved. In many instances it is well to protect the superintendent from the many requests he receives from members who are anxious for him to help them with their personal turf problems.

4. It is very important to clearly set forth the chain of command which should be used by the superintendent. It is impossible for the superintendent to be responsible to every member. The logical person for him to report to and take his orders from is the Chairman of the Green Committee who, in turn, is responsible to the Board of Directors.

5. The Club may require the superintendent to prepare and submit to the Board of Directors (through the Chairman of the Green Committee) for examination and approval, his plans for each year or season and such budget or budgets of expenses as he may deem necessary to carry out such plans. In most cases this should include all capital improvements and purchases he expects to make.

6. The superintendent's authority to engage and discharge all labor necessary for the proper performance of his duties as outlined above should be set forth, together with his authority to purchase such equipment and supplies as may be necessary therefore; provided, however, that all of the items are included in approved budgets as hereinbefore specified. Any items not included in such a budget should be approved by the Board of Directors.

7. A provision should be included setting forth the amount of annual vacation to which the superintendent is entitled and when he is to take it. For example, in the North it may be desirable to require that

this allotted vacation be taken during the months of December, January or February.

8. The Club may want to encourage the superintendent to attend such regional turf meetings and national conferences as may be helpful to him in the performance of his duties as outlined, but not to interfere with said duties. If so, the approval may be set forth clearly so as to coincide with the expenses allowed in the previous compensation provision or the subject may be left to the discretion of the Board of Directors.

9. In order to facilitate the work of the superintendent, the Club may wish to include a provision that it will inform him in advance of the club's activities affecting his sphere of responsibility in order to allow him adequate time for any special preparations necessary for said activities and to cooperate with him in such manner as will better enable him to perform his duties.

10. Finally, the contract should include a provision providing for the renewal or extension of the contract if this is considered desirable by the parties. The terms and conditions precedent to, and to be included in any such renewal or extension, should be carefully considered and set forth in this provision.

The above suggestions are offered only in the hope that they may be helpful to any clubs or superintendents who are considering entering into such a written contract. I repeat that these provisions are not intended to be all inclusive, but only a guide. If the club and the superintendent decide to enter into a written contract such as outlined herein, your club attorney should by all means be consulted because he is the person best qualified to draft such a contract.

Dr. Marvin H. Ferguson Retires

Edward R. Murrow said it best: "Good Bye and Good Luck!" to Dr. Marvin H. Ferguson, who has resigned from the USGA Green Section after 21 years of service.

In June, 1940, Dr. John Monteith offered the young Texas A&M graduate his first job in turfgrass management. He started his career at the old Arlington Turf Gardens in Arlington, Va. Here the USGA and the United States Department of Agriculture carried on cooperative studies in turfgrass research. Since that time Marvin Ferguson went on to his PhD (University of Maryland, 1950) and to become the USGA Turfgrass Research Coordinator and Mid-Continent Director (1952-1968) of the USGA Green Section.

In 1964, Dr. Ferguson was elected a Fellow in the American Association for the Advancement of Science. He was editor of The Turf Management section of the *USGA Journal* and later, editor of the *Green Section Record*. He was a member of the editorial board of the book *Turf Management* and has written many articles for newspapers and magazines. The programs for all Green Section Educational Conferences were also of his doing. In research, he was the force behind the USGA Specifications for A Method Of Putting Green Construction, and he piloted the study on golf



DR. MARVIN H. FERGUSON

shoe spike damage to greens.

From Seattle to Miami; Boston to San Diego, Marvin H. Ferguson has touched and bettered the lives of many in the world of golfing turf management. On August 31, 1968 he will leave the Green Section ranks and enter private business.

From his nation of friends, "Good Bye and Good Luck." You will be missed here.