

This article examines the increasingly frequent occurrence of NCAA Division I colleges and universities breaching college football scheduling agreements. Despite the havoc that these breaches inflict on colleges' and universities' football schedules, courts and commentators have yet to develop a suitable framework to apply in resulting litigation. This article addresses this deficiency in the current literature by identifying the competitive and financial concerns that future courts should consider when deciding cases involving breached scheduling agreements. The framework proposed in this article represents a significant advance over the approach recently utilized by the court in *University of Louisville v. Duke University*, a decision wholly inconsistent with the realities of modern college football scheduling. The proposed framework will allow future courts to more accurately assess the damages arising from a breached scheduling agreement, and in the process help ensure that the affected school is more fully and fairly compensated for its harm. Additionally, the article also discusses measures that colleges and universities can take when drafting future settlement agreements in order to protect themselves against the *Louisville v. Duke* precedent.