

**IN THE CIRCUIT COURT OF BAXTER COUNTY
FOURTEENTH JUDICIAL DISTRICT**

BRYAN MATTOX

PLAINTIFF

VS.

CASE NO.: _____

MOUNTAIN HOME SCHOOL DISTRICT

DEFENDANT

COMPLAINT FOR BREACH OF CONTRACT

Comes now Plaintiff, Bryan Mattox, by and through his attorney, Clayton Blackstock, of Mitchell, Blackstock, and Sneddon, PLLC, and for his Complaint states as follows:

1. Plaintiff is a resident of Baxter County in the State of Arkansas.
2. Defendant is a school district located in Mountain Home, Baxter County, Arkansas, and is a political subdivision with the power to sue and be sued and the power to contract and to be contracted with pursuant to Ark. Code Ann. § 6-13-102.
3. Venue is appropriate in Baxter County.
4. Plaintiff was employed by written contract with the District for the 2019-2020 school year as a teacher and as head football coach. A copy of the contract is attached as Exhibit "A."
5. The Plaintiff was a non-probationary teacher as that term is used in the Arkansas Teacher Fair Dismissal Act (TFDA), Ark. Code Ann. § 6-17-1502(b) and was required to hold a teaching certificate with a coaching endorsement as a condition of his employment.
6. Under the law, the District's personnel policies and the TFDA are part of the Plaintiff's contract.

7. The Plaintiff has not attached the District's personnel policies to this Complaint because they are voluminous and because the District has those policies in its possession.

8. In a letter dated November 14, 2019, the District Superintendent stated he would recommend "immediate termination" of Plaintiff's "coaching stipend and associated additional contract days."

9. The stated reasons for the notice recommendation (the Notice) were as follows:

- a. You are not demonstrating successful leadership of the district's football program;
- b. You are not demonstrating acceptable progress;
- c. You have lost the confidence of the district's administration, students, parents, and patrons;
- d. Your failures materially interfere with the proper performance of your duties; and
- e. There is just and reasonable cause to terminate your stipend and extended contract.

10. The Plaintiff timely requested a hearing on the recommendation in accordance with the Arkansas Teacher Fair Dismissal Act.

11. A hearing was held before the Plaintiff's employer, the Mountain Home School District Board of Directors, on December 23, 2019.

12. At the end of the hearing, the Board of Directors (the Board) voted to uphold the recommendation.

13. The District breached the procedural and substantive provisions of the Plaintiff's contract and the TFDA.

Substantive Breach

14. The District's Superintendent respects the Plaintiff, believes that his integrity and concern for his players is amazing, believes he is a person of high character and that he is a valuable member of the District.

15. Under Ark. Code Ann. § 6-17-1507(a) a teacher may be terminated only during the term of any contract when there is a reduction in force created by districtwide reduction in licensed staff or for incompetent performance, conduct which materially interferes with the continued performance of the teacher's duties, repeated or material neglect of duty, or other just and reasonable cause.

a. The Plaintiff was not terminated for "incompetent performance" nor did the Notice contain any allegation of "incompetent performance";

b. The Plaintiff was not terminated for any "conduct" that materially interfered with the performance of his duties, nor did the Notice contain any allegation of such "conduct"; and

c. The Plaintiff was not terminated for any repeated or material "neglect" of duty nor did the Notice contain any such allegation.

16. The District contends that the win/loss record and/or number of points scored in various quarters by a high school football team constitutes "just and reasonable cause" to terminate a teacher/coach's contract and that the win/loss record and number of points

scored in various quarters by the Mountain Home High School football team constituted “just and reasonable cause” for the termination of the Plaintiff’s contract.

17. The District’s head coach written job description provides that the Plaintiff was required to complete the online National Football High School Coaches Education (NFHSC) course “Fundamentals of Coaching.”

18. The NFHSC training provides that coaches are teachers first and coaches second.

19. It also provides that the students are students first and athletes second.

20. The Plaintiff and the football coaching staff viewed themselves as teachers first and the students as students first.

21. Consistent with the NFHSC training, the Plaintiff and the football coaching staff promoted learning, citizenship, sportsmanship, healthy lifestyle and life skills.

22. The NFHSC training provides:

- a. Winning on the professional level is required; winning in college has become expected but winning in high school is a pleasant byproduct.
- b. What coaches are really supposed to be doing is developing young people to be productive citizens.
- c. It is important to learn to win with class and lose with dignity, as there will be losses in life far greater than the game.
- d. Reacting the same way to winning and losing is the quality that is most important because it stays with you for the rest of your life.
- e. The coach’s job is to help develop academic, physical, social, personal and psychological student growth.

23. The NFHSC notes that many ethical and moral problems arise if winning is the goal.

24. Students should never be put in a position where they know that the number of points scored in various quarters of a football game or the number of games won will determine whether their teacher is terminated.

25. A coach should never be put in the position of having their job depend on making decisions such as whether a student should be directed to study more to improve their academic scores or whether the student should be required to attend football training in lieu of additional studying.

26. Many teachers in the District were thankful that the Plaintiff and the football coaching staff treated the football players as high school students first and foremost, with a focus on academics and character building.

27. Contrary to the NFHSC's professional educator training, by terminating the Plaintiff, the District decided that the points scored in various quarters and/or games won by the high school football team were more important than having a head coach that valued the physical, social, personal, academic and psychological student growth and student safety above the points scored or games won.

28. The termination recommendation was prompted by complaints by a few parents whose children were starters on the football team and an anonymous critique of the football teams' statistics and plays.

29. The termination of a certified high school teacher/coach based on the win/loss record or number of points scored in any particular quarter by a high school football team does not amount to "just and reasonable" cause for the termination under the TFDA.

Procedural Breaches

30. The Teacher Fair Dismissal Act provides that a teacher's termination by a school district shall be void unless the school district substantially complies with the provisions of the TFDA and its own policies.

31. The Defendant failed to substantially comply with the provisions of the Act and its own policies.

32. Under Ark. Code Ann. § 6-17-1507(b) and (c) (1) the superintendent must notify the teacher of the termination recommendation and the Notice must "include a statement of the grounds for the recommendation of termination, setting forth the grounds in separately numbered paragraphs so that a reasonable teacher can prepare a defense."

33. To the extent the Notice attempts to charge the Plaintiff with anything other than being solely responsible for win/loss record of the high school football team, the Notice provided to the Plaintiff did not set forth the grounds for the recommendation in a manner so that "a reasonable teacher" could prepare a defense.

34. The Plaintiff understood from the Notice that he was being terminated based on the win/loss record of the football team.

35. With respect to the numbered paragraphs in the Notice:

- a. The District measured "successful leadership" by the number of points scored by the football team in various quarters and/or its win/loss record;
- b. The District measured "acceptable progress" by the number of points scored by the football team in various quarters and/or its win/loss record;

c. The District attributed the “loss of confidence” referred to the number of points scored in various quarters by the football team and/or its win/loss record; and

d. The “failures” referenced in the Notice are the items referenced in paragraphs 35 (a) (b) and (c) above.

36. If the high school football team had scored more points in various quarters of and/or won more games, the Plaintiff would not have been terminated.

37. Under Ark. Code Ann. § 6-17-15010(c) a school district’s board of directors is precluded from considering at a termination hearing any new reasons which were not specified in the Notice of recommended termination.

38. In violation of Ark. Code Ann. § 6-17-15010(c) the Board considered multiple reasons not specified in the Notice, including but not limited:

a. Allegedly not reconciling the differences between the two private non-school related football league programs in Mountain Home;

b. Allegedly using sarcasm on a few occasions over the years when conversing with players;

c. Not hiring a new assistant football coach after the Plaintiff interviewed the coach and learned that the coach did not want to work any Saturdays, only wanted to coach football and teach physical education, did not want to coach two sports, was not interested in grading papers or a lot of extra work or duties, and was only looking for a job in Arkansas to complete his years [towards retirement].

- d. An alleged lack of consistency in discipline for some student athletes who missed practice during the summer and alleged lack of discipline or consistency when students missed school or practice;
- e. A decline in gate receipts at football games;
- f. Allegedly not doing exit interviews with every exiting senior;
- g. Allegedly not scheduling enough 7th, 9th and JV football games; and
- h. Allegedly not building rapport with other coaches to help with scheduling these games.

39. None of these allegations were included in the Notice.

40. There was no documentation of any of these allegations in the Plaintiff's personnel file.

41. The notice did not inform the Plaintiff that he would be called upon to defend himself against any allegation other than the claim that the football team did not win any games and, therefore, the Plaintiff did not have an opportunity to adequately prepare and defend against such other allegations.

42. At the hearing, the District refused to provide the names of a number of individuals who had allegedly made complaints against the Plaintiff or were the subject of allegations against him, the District introduced anonymous statements at the hearing and the District presented documents at the hearing not previously seen by Plaintiff, such that Plaintiff was unable to adequately defend himself against the allegations.

43. The Board's failure to substantially comply with Ark. Code Ann. § 6-17-15010(c) by considering new reasons at the hearing renders their decision void.

44. For all the allegations not included in the Notice yet considered by the Board, the Board did not “vote” on any of those reasons as required by Ark. Code Ann. § 6-17-1510(c).

45. The Board’s failure to substantially comply with Ark. Code Ann. § 6-17-15010(c) on voting on each of the reasons renders their decision void.

46. Under Ark. Code Ann. § 6-17-1504(b) if a superintendent or other school administrator charged with the supervision of a teacher believes or has reason to believe that the teacher is having difficulties or problems meeting the expectations of the school district or its administration and the administrator believes or has reason to believe that the problems could lead to termination or nonrenewal of contract, the superintendent or other school administrator shall bring the problems and difficulties to the attention of the teacher involved, in writing and he or she must document the efforts that have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination or nonrenewal.

47. There was no documentation that meets the requirements of Ark. Code Ann. § 6-17-1504(b) for any of the alleged difficulties or problems that the District claims led to the termination of the Plaintiff’s contract.

48. The failure of the Defendant to comply with Ark. Code Ann. § 6-17-1504(b) on documentation renders the Board’s termination decision void.

49. Contrary to Arkansas law, at the hearing the Board considered some parent complaints made in the 2017-2018 school year.

50. The complaints were resolved or dismissed as unjustified or inconsequential.

51. Since these complaints were made under one of the Plaintiff's previous contracts and since, the complaints were resolved or dismissed as unjustified or inconsequential, the Board improperly considered these as a basis for termination of the Plaintiff's current contract.

52. The failure to substantially comply with all these procedural requirements of the TFDA renders the Board's decision void.

53. The District lacked just and reasonable cause to uphold the recommendation of partial termination as required under Ark. Code Ann. § 6-17-1507.

54. The number of games lost or won and number of points scored by a team in any particular quarter was not just and reasonable cause for the Plaintiff's termination.

WHEREFORE, Plaintiff prays that this Court order that the action of Defendant purporting to partially terminate Plaintiff's contract be set aside and declared void; that Plaintiff be reinstated to his employment as head coach of the high school football team effective as of the date of termination with all attendant rights and benefits; that he be awarded his salary and benefits retroactive to the date of reinstatement; that he be awarded his costs expended herein including a reasonable attorney's fee; together with any and all other proper and legal relief to which he may be entitled.

Respectfully submitted,

Mitchell, Blackstock, & Sneddon, PLLC
1010 W. Third Street
Little Rock, AR 72201
501-378-7870
cblackstock@mitchellblackstock.com

By: /s/ Clayton Blackstock
Clayton Blackstock, BAR NO. 84013

College: **HSU, ARKADELPHIA**
 Certification Based on: **BACHELOR**

Total Years of Experience: **11**
 Years of Experience This District: **11**
 Range: **01** Step: **12**
 FTE: **1**

TEACHER'S CONTRACT

YEAR: **2019-2020**

STATE OF ARKANSAS COUNTY OF **Baxter**

PARTIES: The Mountain Home School District, Party of the First Part, and **BRYAN MATTOX** Party of the Second Part, agree as follows:

EMPLOYMENT: The Party of the First Part agrees to employ **BRYAN MATTOX** Party of the Second Part, as provided herein:

SERVICE: Party of the Second Part agrees to perform services as follows: **TEACHER/COACH**

Additional Duty:

HS HD FTB COACH \$8,830.00

These services will be rendered in accordance with the policies set forth by the Party of the First Part. Compensation has been included in the total contract amount for all of the above services. Any change in services may result in a reduction of or an addition to the total compensation under this contract.

TIME: The period of time covered by this contract is **240** days, from **07/01/2019** through **06/30/2020**.

COMPENSATION: Total compensation under this contract is **\$63,125.29** to be paid in **24** installments.

Furthermore, the Party of the First Part is authorized to make legally required deductions from the compensation herein stated. Manual calculations of the above stated compensation may vary by cents. In this event the amount stated above shall govern.

BOARD POLICIES: The personnel policies of each school district in effect at the time a teacher's contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent (Act 224 of 1983). The parties shall follow the Mountain Home School District Personnel Policies, which are made a part hereof by reference.

CERTIFICATION: The Party of the Second Part certifies that, at the date of this contract, he or she is not under employment contract with another school district.

REFUND OF UNEARNED COMPENSATION: The Party of the Second Part agrees to refund the Party of the First Part any compensation received for which no services were rendered. (Ark. Stat. 80-1331)

TERMINATION: This contract may be terminated by either party pursuant to law.

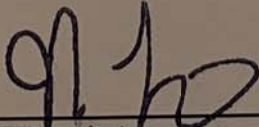
OTHER CONDITIONS: This Contract is conditioned on Party of the Second Part holding a valid teaching certificate. The District will pay a portion of the annual group insurance premiums for eligible employees. Party of the Second Part agrees to perform other duties as assigned. Parties agree this Contract is effective for any necessary make-up days added to the School Calendar due to school closing on account of illness or weather.

Given on **March 15, 2019**

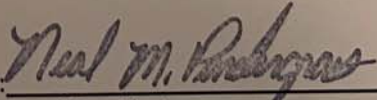
BY: _____
 BRYAN MATTOX

535 BLAND STREET
 GASSVILLE AR 72635

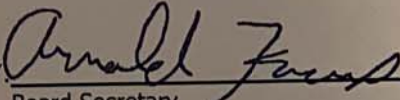
Address



 Superintendent

BY: 

 Board President

BY: 

 Board Secretary