

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

BRAD BOLDING

PLAINTIFF

VS.

CASE NO. _____

NORTH LITTLE ROCK SCHOOL DISTRICT

DEFENDANT

COMPLAINT

Comes the plaintiff Brad Bolding and for his Complaint states and alleges as follows:

1. The plaintiff Brad Bolding (Bolding) is a citizen and resident of North Little Rock, Arkansas. The defendant North Little Rock School District (NLRSD) is a school district accredited by the Arkansas Department of Education with its principle place of business located at 2700 North Poplar Street, North Little Rock, Arkansas.

2. Bolding is a licensed teacher was hired to be the head football coach for the NLRSD pursuant to a written contract. A copy of the contract is attached hereto as exhibit A.

3. On April 10, 2015 the North Little Rock School Board voted to terminate Bolding's contract of employment with the North Little Rock School District. A copy of the Notice of Board Action is attached hereto as exhibit B. This is an appeal of the decision to terminate Bolding's contract of employment. Pursuant to A.C.A. § 6-17-1501(d) jurisdiction for this appeal lies with the Circuit Court of Pulaski County, Arkansas.

4. On January 30, 2015 Kelly Rodgers, Superintendant of the North Little Rock School District hand delivered a termination letter

pursuant to A.C.A. § 6-17-1507 to Bolding. A copy of the letter is attached hereto as exhibit C.

5. Pursuant to A.C.A. § 6-17-1509(c)(1) the hearing was scheduled for February 26, 2015, at 5:30 p.m. Attached hereto as exhibit D is a letter confirming the date and time of the hearing and listing the witnesses that may be called and exhibits that may be introduced at the hearing on behalf of NLRSD.

6. The hearing scheduled for February 26, 2015 was not held as scheduled and as required by A.C.A. § 6-17-1509(c)(1). By letter dated February 26, 2015 the NLRSD withdrew its recommendation to terminate Bolding's employment contract pursuant to the January 30, 2015 letter and reissued the recommendation to terminate Bolding's employment. This letter is attached hereto as exhibit E. The reason for withdrawing the previous letter, cancelling the hearing and reissuing a new termination letter allegedly was that the NLRSD allegedly discovered new information not known when the previous letter was written. That allegation is false. All of the allegations and information included in the second letter were known to the NLRSD at the time the first letter was written. A.C.A. § 6-17-1509(c)(1) states "(t)he hearing shall take place at a time agreed upon in writing by the parties..." The parties agreed that the hearing would be held on February 26, 2015. The hearing was not held on February 26, 2015. The hearing was not held as required by law. The allegations contained in the February 26, 2015 termination

letter are the same allegations contained in the January 30, 2015 termination letter. All facts and evidence used to support the February 26, 2015 termination letter were known to NSLRD prior to January 30, 2015. Therefore the action of the NSLRD in withdrawing the January 30, 2015 letter and reissuing a new letter on February 26, 2015 was nothing but a ruse to avoid the requirement that the hearing shall take place as agreed. The Court should order that the February 26, 2015 termination notice is null and void and order the immediate reinstatement of Bolding as head football coach for the NSLRD. Attached hereto as exhibit F is the summary of investigation that was provided with the letter confirming the February 26, 2015 hearing. This summary further confirms that all information was known to NSLRD at the time the January 30, 2015 termination letter was delivered.

7. Pursuant to the second termination letter the hearing was scheduled for April 9, 2015. Attached hereto as exhibit G is a letter confirming the date and time of the hearing and listing the witnesses that may be called and exhibits that may be introduced at the hearing on behalf of NLRSD. This letter further supports that the information contained in the February 26, 2015 termination letter was known to the NLRSD at the time the January 30, 2015 termination letter was delivered.

8. Pursuant A.C.A. § 6-17-1504(a) Bolding was evaluated by his supervisor Gary Davis on June 3, 2014. A copy of that evaluation is

attached hereto as exhibit H. The evaluation indicates that Bolding performance was satisfactory in every area considered. In 13 of the 19 areas evaluated Bolding was given a check plus indicating above satisfactory performance.

9. A.C.A. § 6-17-1504(b) provides that when the administrator charged with the supervision of a teacher believes or has reason to believe that a teacher is having difficulties or problems meeting expectations and the administrator believes or has reason to believe that the problems could lead to termination the administrator shall bring in writing the problems and difficulties to the attention of the teacher and document efforts that have been undertaken to assist the teacher to correct whatever appears to be the cause for potential termination. The overwhelming majority of the items listed in the February 26, 2015 termination letter were for actions that occurred prior to June 3, 2014. Gary Davis knew about the items in question at the time he performed the June 3, 2014 evaluation of Bolding. He did not bring any problem to Bolding's attention. He did not document any efforts undertaken to assist Bolding in any potential problem that could result in Bolding's termination.

10. At no time prior to the January 30, 2015 did the NSLRD bring in writing to Bolding any problem or difficulty. Likewise the NSLRD did not document any effort that was undertaken to assist the

Bolding to correct whatever appears to be the cause for potential termination.

11. The NSLRD personnel policies are so deficient and inadequate that no reasonable teacher could be expected to understand those policies and follow them. What policies that exist, do not exist where they are readily available to a teacher or are in a format that is understandable to a teacher. A.C.A. § 6-17-1503(a)(2) requires that teacher should have to substantially comply with the districts personnel policies. Due to the deficiencies of the NSLRD personnel policies no reasonable teacher could expect to be in substantial compliance with them.

12. The January 30, 2015 and the February 26, 2015 termination letters were intentionally written in such a manner to attempt to intimidate, harass, embarrass and tarnish Bolding's reputation. The letters reference "purchases" of equipment and supplies allegedly made by Bolding without prior approval. The reference to these items as purchases was intentionally misleading. These items were not unauthorized purchases made by Bolding with NSLRD funds. They were not purchases made by the NSLRD nor were they made by Bolding. The items listed were donations to the school district paid for by individuals who contributed funds to the NLR Athletic Foundation. NLRSD knew at the time it drafted the January 30 and February 26 letters that the items were donated to the NSLRD and not purchased by the NSLRD. By

characterizing these donations as purchases and not donations, NLRSD caused harm to Bolding's reputation in the community.

13. On February 5, 2015 the NSLRD voluntarily forfeited all high school varsity football and basketball wins for the 2013 – 2014 school year. Attached hereto as exhibit J is a letter to the Arkansas Athletics Association (AAA) self-reporting a "potential" violation. Attached as exhibit I is a hand written note delivered later that day in which NLRSD forfeited the games. NSLRD did not conduct a fair and thorough investigation into the potential violation. If the NSLRD had, it would have learned that no violation had occurred or that any violation was minor in nature and there were mitigating circumstances that could have warranted the imposition of no penalty whatsoever in the event a violation had indeed occurred.

14. As early as January 29, 2015 the NSLRD knew of the potential AAA violations. Attached hereto as exhibit K is a memo from Gary Davis to Kelly Rodgers. Despite knowledge of the potential violations the NSLRD did not report those at that time to the AAA. NSLRD did not conduct a fair and thorough investigation into the potential violation. If the NSLRD had conducted a fair and impartial investigation it would have learned that no violation had occurred or that any violation was inadvertent and there were mitigating circumstances that could have lessened any penalty or warranted the imposition of no penalty whatsoever.

15. On February 5, 2015 an interview of Bolding appeared in the Arkansas Democrat Gazette. A copy of that article is attached hereto as exhibit L. In that article it was mentioned that one of the reasons for Bolding's termination was a potential AAA violation. The article quotes a representative of the AAA stating that his organization was not investigating the North Little Rock High School. It was later that same day that NLRSD first reported the potential violations and subsequently that day forfeited all the games.

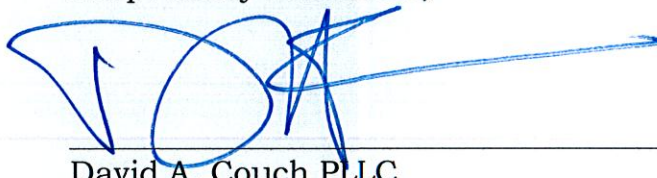
16. At the hearing held on April 9, 2015 Kelly Rodgers testified that the AAA told him that the NSLRD had no option and were told by the AAA that they had to forfeit the games. Upon information and belief this statement is false. Correspondence from the AAA and conversations with the AAA indicate that NSLRD voluntarily forfeited the games and that the AAA made no decision regarding any imposition of any penalty and that no final decision had or would be made pending a resolution of the personnel dispute with Bolding.

17. NLRSD reported the potential violation to the AAA and subsequently forfeited the games in an effort to tarnish Bolding's reputation in the community and bolster its attempt to terminate Bolding.

18. As a proximate cause of NLRSD wrongful termination of the contract, its intentional and or negligent acts designed solely to tarnish Bolding's reputation, Bolding has been damaged.

WHEREFORE, the plaintiff respectfully requests that this Court declare that the action of the North Little Rock School District in terminating Brad Bolding's contract was improper and unlawful, that Brad Bolding be reinstated to his position as head football coach, that he be awarded all damages incurred as a result of North Little Rock School District's illegal and wrongful conduct and, that he be awarded a reasonable attorney fee and costs herein incurred.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Couch', is written over a horizontal line.

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