

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

) IN THE COURT OF COMMON PLEAS
)
) CASE NO.: 2016-CP-08-131

JEFFREY LANCE CRUCE,
Plaintiff,

ANSWER

v.

THE BERKELEY COUNTY SCHOOL
DISTRICT,
Defendant.

FILED
2016 APR 25 PM 2:34
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY

Defendant The Berkeley County School District (“Defendant”) hereby answers the Complaint of Plaintiff Jeffrey Lance Cruce (“Plaintiff”). All allegations not specifically admitted herein are denied.

PARTIES, JURISDICTION AND VENUE

1. Upon information and belief, the allegations of Paragraph 1 of the Complaint are admitted.
2. In response to Paragraph 2 of the Complaint, Defendant admits only that it is a political subdivision of the State of South Carolina. All other or contrary allegations of Paragraph 2 are denied.
3. Paragraphs 3 and 4 contain legal conclusions to which no response is required. To the extent a response is required, Defendant does not contest jurisdiction or venue.

JB

BACKGROUND/FACTS

4. In response to Paragraph 5 of the Complaint, Defendant admits only that Plaintiff has worked in the general fields of education and coaching for some time but lacks sufficient information to admit or deny Plaintiff's specific allegations and therefore denies the same. All other or contrary allegations of Paragraph 5 are denied.

5. In response to Paragraph 6, Defendant admits only that Plaintiff held various coaching and athletic positions with Defendant from 1996 to 2015, and has been employed as a teacher by Defendant since 1991. All other or contrary allegations of Paragraph 6 are denied.

6. In response to Paragraph 7, Defendant craves reference to the records of the various football teams Plaintiff has coached and the records of awards given to Plaintiff and positions held by Plaintiff, which speak for themselves, and Defendant denies any allegations inconsistent therewith. All other or contrary allegations of Paragraph 7 are denied.

7. The allegations of Paragraphs 8 and 9 of the Complaint are admitted.

8. In response to the allegations of Paragraph 10, Defendant admits only that, to date, Plaintiff's teaching contract has been renewed from year to year. All other or contrary allegations of Paragraph 10 are denied.

9. The allegations of Paragraph 11 are admitted.

10. In response to the allegations of Paragraph 12, Defendant admits only that, as Athletic Director, Plaintiff reported to the principal, that he was paid an additional salary for this at-will position, and that the quoted language formed a portion (but not the whole) of his duties. All other or contrary allegations of Paragraph 12 are denied.

11. The allegations of Paragraph 13 are denied.

12. In response to the allegations of Paragraph 14, Defendant admits only that the position of Athletic Director was “at will.” All other or contrary allegations of Paragraph 14 are denied.

13. The allegations of Paragraph 15 are admitted.

14. In response to Paragraph 16 of the Complaint, Defendant admits only that the quoted language formed a portion (but not the whole) of Plaintiff’s duties as head coach. All other or contrary allegations of Paragraph 16 are admitted.

15. In response to the allegations of Paragraph 17 of the Complaint, Defendant admits only that, in his position as head coach, Plaintiff reported to the principal. All other or contrary allegations of Paragraph 17 are denied.

16. In response to the allegations of Paragraph 18, Defendant admits only that the position of head coach was “at will.” All other or contrary allegations of Paragraph 18 are denied.

17. The allegations of Paragraph 19 through 21 are denied.

18. In response to the allegations of Paragraph 22, Defendant craves reference to the records of the football teams coached by Plaintiff and the records of any awards he was given, which speak for themselves, and denies any allegations inconsistent therewith. All other or contrary allegations of Paragraph 22 are denied.

19. In response to the allegations of Paragraph 23, Defendant lacks information sufficient to form a belief as to the number of audits to which Plaintiff has been subjected in his career or the number of violations found in such audits, and therefore denies the same. All other or contrary allegations of Paragraph 23 are denied.

20. The allegations of Paragraph 24 are denied.

21. The allegations of Paragraphs 25 through 28 are denied.

22. In response to the allegations of Paragraphs 29 and 30, Defendant admits only that Plaintiff filed a grievance concerning Mr. Steele in or around 2013. Defendant craves reference to the grievance, which speaks for itself, and denies any allegations inconsistent therewith. All other or contrary allegations of Paragraphs 29 and 30 are denied.

23. In response to the allegations of Paragraph 31, Defendant admits only that Mr. Steele terminated Plaintiff's employment in or around 2013. All other or contrary allegations of Paragraph 31 are denied.

24. In response to the allegations of Paragraphs 32 through 35, Defendant admits only that Plaintiff was reinstated and withdrew his grievance on terms agreed to by Plaintiff and Defendant. All other or contrary allegations of Paragraphs 32 through 35 are denied.

25. In response to the allegations of Paragraph 36, Defendant admits only that Plaintiff's employment was terminated on or about December 16, 2015, and that Dr. Thompson was no longer the superintendent at that time. All other or contrary allegations of Paragraph 36 are denied.

26. The allegations of Paragraphs 37 through 39 are denied.

27. In response to the allegations of Paragraph 40, Defendant admits only that Plaintiff was given three reasons for his termination, all of which were legitimate and correct. All other or contrary allegations of Paragraph 40 are denied.

28. In response to the allegations of Paragraph 41, Defendant admits only that the failure to complete evaluation was one of the reasons given for the Plaintiff's termination. All other or contrary allegations of Paragraph 41 are denied.

29. The allegations of Paragraphs 42 through 44 are denied.

30. In response to the allegations of Paragraph 45 of the Complaint, Defendant lacks information sufficient to form a belief as to Plaintiff's purported conversations with "several coaches" and therefore denies the same. All other or contrary allegations of Paragraph 45 are denied.

31. The allegations of Paragraphs 46 and 47 are denied.

32. In response the allegations of Paragraph 48, Defendant craves reference to the letter cited by Plaintiff and denies any allegations inconsistent therewith. All other or contrary allegations of Paragraph 48 are denied.

33. In response to the allegations of Paragraph 49, Defendant admits only that one of the reasons for Plaintiff's termination was his abject failure to increase booster club membership. All other or contrary allegations of Paragraph 49 are denied.

34. The allegations of Paragraphs 50 through 52 are denied.

35. In response to the allegations of Paragraph 53, Defendant admits only that Plaintiff failed to meet a performance goal described as "analytics." All other or contrary allegations of Paragraph 53 are denied.

36. Defendant lacks information sufficient to form a belief as to the allegations of Paragraph 54 and therefore denies the same.

37. In response to the allegations of Paragraphs 55 and 56, Defendant admits only that Steele was skeptical that Plaintiff's plan to eschew punting on fourth down no matter the situation would be successful, which skepticism was borne out by the team's 2015 record. Defendant specifically denies that this skepticism had anything at all to do with the amount of hitting in practice. All other or contrary allegations of Paragraphs 55 and 56 are denied.

38. In response to the allegations of Paragraph 57, Defendant admits only that Berkeley High School had a 2015 record of 3-7. All other or contrary allegations of Paragraph 57 are denied.

39. The allegations of Paragraphs 58 through 62 are denied.

40. Defendant lacks information sufficient to form a belief as to the allegations of Paragraph 63 and therefore denies the same.

41. The allegations of Paragraph 64 are denied.

42. In response to the allegations of Paragraph 65, Defendant admits only that Plaintiff was terminated from the positions of athletic director and head football coach at Berkeley High School on or about December 16, 2015.

43. In response to the allegations of Paragraph 66, Defendant admits only that Plaintiff was transferred to a guidance counselor position consistent with his certification. All other or contrary allegations of Paragraph 66 are denied. Defendant specifically denies that this transfer was a "demotion."

44. In response to the allegations of Paragraph 67, Defendant craves reference to the letter quoted therein, which speaks for itself, and denies all allegations inconsistent therewith. All other or contrary allegations of Paragraph 67 are denied. Defendant specifically denies that Plaintiff has been set up for failure and indeed has undertaken great efforts to assist Plaintiff in being successful in his guidance counselor position.

45. The allegations of Paragraph 68 are admitted, except that Defendant denies that Plaintiff made a good faith effort to resolve the matter at this meeting.

46. The allegations of Paragraph 69 are denied.

47. In response to the allegations of Paragraph 70, Defendant admits only that Mr. Christensen reported that a thumb drive was missing. All other or contrary allegations of Paragraph 70 are denied.

48. In response to the allegations of Paragraphs 71 and 72, Defendant craves reference to the e-mail cited therein, which speaks for itself, and denies all allegations inconsistent therewith. All other or contrary allegations of Paragraphs 71 and 72 are denied.

49. In response to the allegations of Paragraphs 73 through 75, Defendant craves reference to the letter cited therein, which speaks for itself, and denies all allegations inconsistent therewith. All other or contrary allegations of Paragraphs 73 through 75 are denied.

50. The allegations of Paragraphs 76 through 86 are denied.

51. In response to the allegations of Paragraph 87, Defendant craves reference to the guidelines cited therein, which speak for themselves and are neither binding nor statements of South Carolina law, and denies any allegations inconsistent therewith. All other or contrary allegations of Paragraph 87 are denied.

52. The allegations of Paragraph 88 are denied.

FOR A FIRST DEFENSE AS TO THE FIRST CAUSE OF ACTION
(Wrongful Termination in Violation of Public Policy)

53. In response to the allegations of Paragraph 89, Defendant incorporates all prior allegations and defenses as if fully restated herein.

54. The allegations of Paragraphs 90 and 91 are denied.

55. Paragraph 92 states conclusions of law to which no response is required; to the extent a response is required, the allegations are denied.

56. The allegations of Paragraph 93 are denied.

57. Paragraphs 94 and 95 state conclusions of law to which not response if required; to the extent a response is required, the allegations are denied.

58. The allegations of Paragraphs 96 through 98 are denied.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION
(Defamation Per Se)

59. In response to the allegations of Paragraph 99, Defendant incorporates all prior allegations and defenses as if fully restated herein.

60. The allegations of Paragraphs 100 through 106 are denied.

61. In response to the unnumbered "Wherefore" clause, Defendant denies that Plaintiff is entitled to any of the relief requested.

FOR A SECOND DEFENSE

62. Plaintiff's Complaint fails to state claims upon which relief can be granted.

FOR A THIRD DEFENSE

63. Plaintiff's claims are barred, in whole or in part, by the after-acquired evidence doctrine.

FOR A FOURTH DEFENSE

64. Any and all actions taken with regard to Plaintiff were based solely on legitimate, business-related, non-discriminatory, non-retaliatory reasons and were neither unlawful nor in violation of the public policy of South Carolina.

FOR A FIFTH DEFENSE

65. Defendants are entitled to recover attorneys' fees and court costs incurred in this action provided by the South Carolina Frivolous Civil Proceedings Act, S.C. CODE ANN. § 5-36-10 through 50 (Law. Cop-op Supp. 2000).

FOR A SIXTH DEFENSE

66. The complaint fails to state a claim upon which punitive damages would be recoverable, and any award of punitive damages in this case would violate the Constitutions of the United States and South Carolina.

FOR A SEVENTH DEFENSE

67. Plaintiffs' claims for damages are barred by his failure to mitigate the consequences of the actions of which he complains.

FOR AN EIGHTH DEFENSE

68. In the event that any purported statement would otherwise be actionable or defamatory, which is denied, Defendant alleges that any such statement was made in good faith and without malice concerning matters which Defendant would have a legitimate interest, including business interest.

FOR A NINTH DEFENSE

69. Plaintiff's claims are barred to the extent Defendant would have taken the same action regardless of any impermissible motive.

FOR A TENTH DEFENSE

70. Plaintiff's claims are barred in whole or in part by the South Carolina Tort Claims Act.

FOR AN ELEVENTH DEFENSE

71. Plaintiff's claims are barred in whole or in part by the doctrines of absolute and/or qualified immunity.

FOR A TWELFTH DEFENSE

72. Plaintiff's claims are barred to the extent that he is a public official, limited purpose public official, and/or any complained-of speech was on a matter of public concern, and Plaintiff cannot show actual malice.

FOR A THIRTEENTH DEFENSE

73. Plaintiff's claims are barred in whole or in part for Plaintiff's failure to plead or prove special damages.

FOR A FOURTEENTH DEFENSE

74. Plaintiff's claims are barred by the doctrines of waiver and/or estoppel.

FOR A FIFTEENTH DEFENSE

75. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations and/or laches.

FOR A SIXTEENTH DEFENSE

76. Plaintiff's claims are barred in whole or in part by the doctrines of unclean hands and/or *in pari delicto*.

FOR A SEVENTEENTH DEFENSE

77. Plaintiff's claims are barred in whole or in part by the doctrine of election of remedies.

FOR AN EIGHTEENTH DEFENSE

78. Plaintiff's claims are barred to the extent that any of the complained-of conduct was undertaken by Defendant's agents outside the scope of their duties.

FOR A NINETEENTH DEFENSE

79. Defendant reserves the right to assert any other defenses that may become available or appear during discovery proceedings or otherwise in this case and reserves the right to amend its answer to assert any such defenses.

WHEREFORE, having fully answered the Complaint of the Plaintiff, Defendant prays that the Complaint be dismissed, with prejudice, and that the plaintiff recover nothing from Defendant, that Defendant be awarded its fees and costs, and for such other relief as the Court may deem just and proper.

Respectfully submitted,

Dated: April 21, 2016
Charleston, South Carolina

MCNAIR LAW FIRM, P.A.)

By


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STATE OF SOUTH CAROLINA

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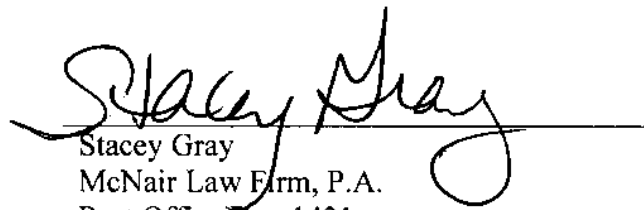
CERTIFICATE OF SERVICE

2016 APR 25 PM 2:34
MURRAY P. BROWN
CLERK OF COURT
BERKELEY COUNTY
KDC
FILED

I, Stacey Gray, do hereby certify that I have this date served one (1) copy of the Answer of The Berkeley County School District upon the following counsel by depositing a copy with the United States Postal Service, first class postage prepaid and properly affixed thereto and addressed as follows:

Nancy Bloodgood
Lucy C. Sanders
Foster Law Firm, LLC
895 Island Park Drive
Suite 202
Daniel Island, SC 29492

Dated: April 21, 2016
Charleston, SC


Stacey Gray
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, SC 29402
(843) 723-7831

April 21, 2016

Stacey Gray

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Via U.S. Mail

The Honorable Mary P. Brown
Berkeley County Clerk of Court
P.O. Box 219
Monks Corner, SC 29461-0219

Re: Jeffrey Lance Cruce v. The Berkeley County School District.
Case No. : 2016-CP-08-131

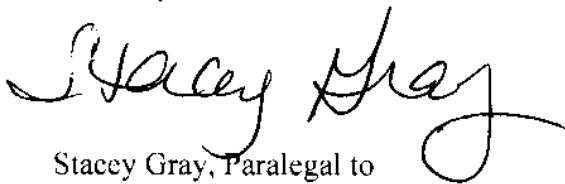
Dear Ms. Brown:

Please find enclosed for filing in the above referenced matter an original and one copy of the Defendant's Answer to Complaint.

I would appreciate your filing with the Court and returning a time-stamped copy to me in the envelope provided.

By copy of this letter, and as evidenced by the Certificate of Service, I am serving opposing counsel with a copy of the same.

Sincerely,



Stacey Gray, Paralegal to
Hal W. Frampton

SG:sg
Enclosure: as stated

Cc: Nancy Bloodgood
Lucy C. Sanders

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