

Category: CONTRACTS – ONE HOUR

Lia had been a college basketball star and wanted a career coaching a high school or college team. She sent out lots of resumes and Kate, a coach at a private high school (Happy Hills Academy) decided to help her. Kate referred Lia to a private grade school linked to Happy Hills called Elmwood Country Day School.

Pat, the Elmwood principal, left a voice mail for Lia on August 20, saying he could offer her a position as the girl's basketball coach this upcoming season at a pay of \$800 per month for the duration of the season if she agreed to coach at least two practices per week and be present at all of the team's 15 scheduled games. After leaving that message, Pat immediately left for a one-week vacation.

Lia left a voice mail for Pat on August 21 saying she would love the job and asking when she could start. On August 22, Pat's secretary typed the letter that Pat had dictated before he left. The letter was an official agreement stating the terms Pat had mentioned in his August 20th voice mail and also mentioning the school's standard practice of holding the coach responsible for recruiting at least 8 girls for the team. Pat's secretary stamped his signature on the letter and mailed it on August 22. Lia received the letter on August 23. Pat received Lia's voice mail on August 27.

Practices were due to start in mid-October, but only 5 girls signed up. Pat said there would be no team unless Lia recruited at least 3 more girls. Lia visited PE classes and by early November, she had signed 8 girls to the team. They began practices. When Lia inquired why she was not receiving her October pay, Pat said there would be no October pay because there were no practices. Not happy, Lia nevertheless drilled her young team members.

On January 8, the team had its first "away" game. That's when Lia first learned she was expected to arrange transportation for games held at other schools. None of the kids' parents would help drive, so Lia asked her 25-year-old brother, Bob, to help drive kids to the game. Parents complained afterwards that Bob had not undergone an official security

screening to make sure he was not a sex offender. Pat withheld January pay until he could “look into” the matter.

Meanwhile, on January 25, Kate, the Happy Hills coach, was hurt in a car accident. Happy Hills offered Kate’s job to Lia. It was a good job, with benefits and much higher pay than what Elmwood could offer. Lia did not want to abandon her Elmwood team mid-season, however, so she told Pat she could continue the twice-weekly practices and could coach all but two of the remaining games. Lia arranged with her college teammate, Tammy, to coach the two games she could not attend. Pat grumbled and gnashed his teeth when Lia told him this but said nothing.

Lia started coaching in late January at Happy Hills and continued as she had promised at Elmwood. Pat refused to pay her again in February, so Lia finally quit coaching at Elmwood. Pat hired Tammy to coach the rest of the season and sued Lia for breach of contract. Happy Hills learned of the lawsuit at their sister school and fired Lia in late February, before the season was over, stating that Kate was well enough to return as coach. Lia sued both schools.

Discuss the rights and remedies of the parties.

ISSUE LIST – COACHING

LIA v. ELMWOOD

8/20—Pat makes offer

8/21—Lia accepts offer – Mailbox Rule

8/22 – Pat’s letter changes offer – too late

8/23 – Lia receives changed offer

8/27 – Pat receives acceptance

Oct. – Breach by Lia? Recruitment term not in original (8/20) offer

Breach by school? Contract said pay was for season, but no practices yet, but Lia is attending PE classes and recruiting

1/8 – Lia learns of another term not in original offer (transportation), gets Bob as driver

Jan. – Breach by school? No January pay because no screening of Bob.

1/25 – Lia attempts modification – offers Tammy as replacement coach for 2 games. Pat gives grumbling acceptance?

Feb. – Breach by school? No pay despite fact they seem to like Tammy.

Breach by Lia? Quits working at Elmwood.

LIA v. HAPPY HILLS

1/25 – School offers job to Lia

Late Jan. – Lia starts performance/coaching

Late Feb. – School fires Lia, (falsely?) stating that they were doing so in order to rehire Kate.