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Coaches: Employment Contracts, Compensation, Discipline and Discharge

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Employment Contracts

- Teacher/coaches – Chapter 279 processes
- Non-teacher/coaches – at will



Teacher coaches:

- written continuing contract for each sport
- offered on same date as teaching contracts
- 21 day period to resign
- termination/resignation of teaching contract ends coaching contract
- board may require teacher to accept coaching position if explicit procedures followed



Non-teacher coaches:

- employed at will, and serve at the pleasure of the board
- check contract provisions and policies to be certain no greater protections are promised



Preference in hiring

- when considering applications for employment, board must give priority to coach with teacher's license over a coach with authorization



Compensation of Coaches

- Teacher/coaches: annual pay usually determined by the master contract
- Non-teacher/coaches: pay as determined by the board, often an hourly rate based upon master contract schedule. Not exempt from minimum wage/overtime.
- Wages/payments by outside groups (e.g., booster clubs): creates issues regarding who is the employer, and issues under the gift law.



Discipline of Coaches

- coaches are not autonomous. They can and should be supervised and disciplined just like other staff. *Exercise your authority to direct and control the work.*
- use progressive discipline if misconduct or poor performance warrants.



Documentation

- components of a “complete” document listed in outline. Factual, simple, thorough, clear, and timely.
- documents are your proof. Failure to properly and completely document can delay or prevent desired personnel actions
- this is your chance to show you know what you are doing.



Discharge/Termination

- Non-teacher/coaches: no right to hearing unless promised one in contract or policy, a liberty interest is at issue, or the coach is a veteran.
- Teacher/coach: termination procedures/process same as for a teacher (board hearing/appeal to court)

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Seven Learnin's from *Board of Directors v. Cullinan*, 745 N.W.2d 487 (Iowa 2008)

A case study

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Learnin' #1 – These cases take time – LOTS OF TIME – especially when every step of the Chapter 279 process is used.

– Time Line of the Process (May 2002- April 2008):



Learnin' #2 – “Just cause” for termination can consider performance over time, and the failure of an employee to show improvement. When the reason includes a failure to improve over time, the conduct from past years is relevant for the Board to consider.

The reasons for the recommended termination were:

- Failure to effectively lead the program.
- Failure to adequately remediate leadership deficiencies in program.



Learnin' #3 – Notice must be drafted so that it includes past conduct. Be sure your reasons give the Board the ability to look at full performance history.

- The Coach argued that he didn't know that the past conduct would be cited to the Board.



Learnin' #4 – Hearsay evidence can be used to support termination, which helps avoid a parade of witnesses, or the use of player/student testimony in the hearing. However, carefully consider whether your case will be strengthened by direct testimony from student witnesses.

- Adjudicator and District Court were concerned that the player from the December 2004 incident did not testify.
- When do you bring in players/students to testify about what a teacher/coach has done, or when can you rely on the investigation/conclusions of administrators who investigate these matters?



Learnin' #5 – The Board makes the findings in a Chapter 279 termination proceeding, and it is those findings that will be upheld if supported by a preponderance of the evidence.

- Be sure the Board's decision makes specific findings on matters of fact and credibility, and makes clear statements as to the Board's conclusions on each possible incident that could support just cause for termination.



Learnin' #6 – The teacher/coach has a right to back pay and reinstatement if the Board's decision is reversed. Plan for the worst.

- reinstatement can be difficult since a new coach will be in place. Co-coaches?
- buy out of continuing contract right.



Learnin' #7 – The legislature could make changes to this process at any time! If they make changes, let's push for positive ones.

- In 2008, the Governor vetoed legislation that would have taken the board out of the termination hearing process, made the adjudicator decision final, made hearsay evidence insufficient to support termination, allowed discovery for the employee only, and eliminated the probationary period.

Learnin' #7 (continued) -

- positive changes would be exempting coaches from Chapter 279 continuing contract procedures, making the board decision final in coaching termination matters, or clarifying the issue of which school year a summer coaching contract attaches to.