SPORTS CLUB COACH/INSTRUCTOR AGREEMENT

<< Team Name >>

COACH/INSTRUCTOR AGREEMENT TERMS AND CONDITIONS FOR VOLUNTEER COACH

This document confirms the offer to <<Coach's Name>> ("COACH") to coach the <<Team Name>> ("TEAM") and summarizes the terms and conditions of this Agreement.

TEAM is offering COACH the opportunity to coach the TEAM commencing on (MM/DD/YY) and ending (MM/DD/YY). The following outlines the duties and responsibilities of the position as well as each Party's rights and responsibilities.

A. Definitions:

- I. "Agreement" means this Coaches Agreement.
- "Sports Club Program" means all California State University Channel Islands (CI) employees and students associated with, responsible for, or involved in providing oversight and advisement to TEAM as defined hereafter.
- 3. "Party" and/or "Parties" means TEAM and/or COACH, as appropriate.
- 4. "Team" means a TEAM recognized by the CI Sports Club Program.
- 5. "University" is defined as California State University Channel Islands.

B. Term and Parties

- This Agreement is solely between <u>TEAM and COACH. BOTH PARTIES HEREBY</u> <u>ACKNOWLEDGE AND AFFIRM THAT CI IS NOT A PARTY TO NOR BOUND IN</u> <u>ANY WAY TO THIS AGREEMENT.</u>
- This Agreement is effective from <u>MM/DD/YY</u> to <u>MM/DD/YY</u>. C.COACH and TEAM Roles and Relationship
- 3. Coaching/Volunteering services will be provided at the discretion of the club members for a period of up to one year (July I-June 30). All coaches/volunteers must reapply for their positions each year, regardless of how long they have been affiliated with the club. A vote by club members to retain coaches/volunteers for the next year should occur before the CI Dead Week in the spring semester. Every coach/volunteer is subject to approval by the Assistant Director of Leadership Programs and Coordinator of Campus Recreation who reserve the right to terminate this agreement at any time.
- 4. Each coach/volunteer is subject to a background check. The agreement to coach/volunteer is a volunteer position with the University and does not imply and shall

not constitute employment by the University or Campus Recreation for any reason. All coaches/volunteers shall be subject to the following rules, regulations and procedures:

B. COACH and TEAM Roles and Relationship

- The relationship between COACH and TEAM is an "at will" relationship in which the TEAM and COACH each retain the right to terminate this Agreement at any time for any reason or for no reason, with or without notice to the other Party. However, both Parties agree that, when possible, they will provide two (2) weeks written notice to the other party informing them of the termination.
- 2. The COACH is a volunteer and not a full-time employee of TEAM. Therefore, (a) the TEAM does not offer and the COACH is not entitled to any benefits, plans, arrangements, or distributions pertaining to or connected with any qualified pension plan or any other health or welfare plan; (b) the COACH is responsible for expenses related to any injury or malady occurring to him/her arising out of the performance of this Contract: and (c) the COACH is not an agent of TEAM and shall not hold himself/herself out to the public as such.
- 3. The Coordinator of Campus Recreation-Sports Clubs will review the coaching/volunteering agreement. Agreements must be accompanied by a resume and/or written summary of credentials and experience. In the event of a dispute between the club and the coach/volunteer, the club and the coach/volunteer must notify and seek assistance from the Coordinator of Campus Recreation-Sports Clubs.
- 4. It is required that all coaches/volunteers attend a yearly coach's/volunteer's information session and complete the application form. The coach/volunteer must submit a new application form and updated information regarding coaching/volunteering experience each year.
- 5. COACH agrees that s/he will allow the TEAM student leaders and other elected officers to manage the TEAM's administrative functions, which may include but is not limited to such functions as budget development and monitoring, schedule and oversee TEAM meetings, apply for funding, serve as primary TEAM contact/representatives to the University TEAM, and any external parties (e.g. opponents, league officials, governing bodies).

However, COACH agrees to work with TEAM officers to help identify and achieve the short and long term goals of the TEAM.

- 6. COACH is not authorized to represent the TEAM to third parties unless specifically granted such authority by the TEAM president in writing.
- 7. COACH is not authorized to commit and/or guarantee the transfer of TEAM funds or resources to any event, vendor or third party.
- 8. COACH and TEAM acknowledge that COACH is not affiliated in any way with the UNIVERSITY and cannot represent UNIVERSITY under any circumstances.

C. COACH's Responsibilities:

- COACH agrees to be responsible for supervising practices, attending games, and assisting in creating a healthy competitive environment according to policies and procedures stipulated by the TEAM and SPORTS CLUB PROGRAM.
- COACH agrees to ensure that all TEAM members are educated on all safety procedures and potential injury in their particular sport according to guidelines set by that sport's governing association.
- 3. COACH agrees to inspect and ensure that all facilities and equipment used by the TEAM are compliant with safety standards according to the governing organization for that sport. In the event such facilities and equipment are deemed potentially unsafe or not compliant, COACH will inform TEAM student leaders and allow them to make a decision regarding use of the facility or equipment.
- 4. COACH agrees to be present for all official practices and competitions agreed upon in advance by the COACH and TEAM student leader.
- COACH agrees to report any disciplinary problems to the Coordinator of Campus Rec Program within 24 hours.
- 6. COACH agrees to complete or assign someone to complete an Incident or Accident Report form for any incident or accident that occurs during an on-campus or offcampus practice, competition or instructional hours. These reports should be submitted within 24 hours of each occurrence. (If field supervisors are in attendance, this becomes their responsibility.)
- COACH agrees to abide by all rules and regulations set forth by the Sports Club Program staff including, but not limited to, the scheduling, cancellation and changes of practices and games.
- 8. COACH will maintain and be able to prove current First Aid and CPR certification throughout the term of this Agreement. COACH will, at all times, faithfully,

industriously, and to the best of their ability, perform all of the duties that are required of them pursuant to the express and implicit terms of this agreement. COACH'S inability or unwillingness to conduct themselves in accordance with these terms and conditions may result in immediate dismissal. Examples of causes for immediate dismissal include (but are not limited to) the following:

- a. Gross or repeated insubordination;
- b. Misrepresentation of the TEAM, Club Sport Program, and TEAM;
- c. Violation of the terms and conditions of this Agreement;
- d. Unexcused absence(s) from practices and games;
- e. Suspected or confirmed Illegal behavior including but not limited to thefts or fraud;
- f. Physical violence, verbal abuse, or threatening behavior;
- g. Being under the influence of or carrying alcohol/drugs;
- h. Performing personal work during work hours;
- i. Falsifying official records;
- j. Sexual harassment; and/or bullying

D. Additional Contract Terms

- This agreement will not be considered completely executed and enforceable until the authorized individuals of all required parties have signed this agreement. (e.g. TEAM's authorized representative, COACH,
- 2. This agreement supersedes any previous agreement or representations, written or verbal, regarding the coaching of TEAM by COACH.
- All parties noted on this document must agree to any additions, deletions, or modifications to this agreement in writing.
- 4. All parties acknowledge that there is no implied or expressed promise of continued employment beyond the terms of this agreement.

By signing this agreement you acknowledge that you have read and fully understand, and agree to comply with the terms of this agreement and the position description.

COACH:

Print Name	Signature	Date
TEAM CHIEF ORC	GANIZATION OFFICER:	
Print Name	Signature	Date
TEAM CHIEF FIN	ANCIAL OFFICER:	
Print Name	Signature	Date

Coordinator of Campus Recreation-Sports Clubs

Received on _____ Date