

Associated Students of San Diego State University Sport Club Paid or Volunteer Coaching Agreement

This agreement is entered into as of _____ between the Associated Students of San Diego State
(Date)

University (A.S./SDSU) and _____ to confirm coaching services for the
(Name of Sports Club Coach)

_____ club team during the academic year.
(Club Team Name)

Coaching Status (Mark One): _____ **Volunteer Coach**
_____ **Paid Coach**

Hourly Pay Rate (paid coach): \$ _____ **Estimated Hours Per Week:** _____

I. DEFINITION AND PURPOSE

The A.S./SDSU Aztec Recreation Sport Club program provides students the opportunity to represent San Diego State University in highly competitive sport activities as student-directed organizations focused on student leadership and success. Recognition as a Sport Club requires the approval of the Sport Club Council, Recreation and Wellness Commission, the A.S. Board of Directors and Aztec Recreation administration. This recognition provides eligibility for allocated funding, administrative support, facility space (in some cases) and use of the SDSU name and logo by the club. The goal of the Sport Club Program is to create a safe and fun learning environment that provides team members the opportunity for physical, social, and leadership development. The success of each sport club team depends largely upon the student leaders who manage team administrative responsibilities and promote team member development. The most successful club programs have a balance and understanding of the important and collaborative roles students, administration, coaches and alumni provide as well as how each role contributes to program success.

The decision to secure the services of a coach (paid or volunteer) is made by each club team and the Aztec Recreation administration. In addition to the respective coaching duties and commitment to student development, coaches are encouraged to guide and assist with the completion of club administrative tasks and may also provide input regarding club team business. However, decisions regarding day to day operations should be made collaboratively by the club team officers and coach(es) and always in line with A.S./SDSU policies, guidelines and procedures.

A.S./SDSU Sports Club paid and volunteer coaches work under the direction of the Intramural Sports & Sports Club Manager and Supervisor of A.S./SDSU Aztec Recreation. Coaching positions with the A.S./SDSU Aztec Recreation Sports Club Program are considered “at will” and are at the mutual consent of the paid or volunteer coach and A.S./SDSU. Accordingly, either A.S./SDSU or the paid/volunteer coach can terminate the coaching agreement at any time, with or without cause. The A.S./SDSU Aztec Recreation Sport Club program expects that all sport club teams are well-managed, stable organizations that contribute positively to student development and success and that all club members and coaches represent Associated Students and SDSU in a positive manner. As the employer, Associated Students administrators are ultimately responsible for employment decisions related to paid and volunteer coaches.

II. COACH RESPONSIBILITIES

- Coach will demonstrate previous coaching experience for specific sport and provide required coaching and safety certifications as specified in the coach job description.
- Coach is responsible for meeting all job responsibilities and completing required training outlined in job description and Sport Club handbook.

- Coach must adhere to and ensure all A.S./SDSU, Aztec Recreation, and sport governing body policies, procedures and decisions are followed by team.
- Coach must report to supervisor immediately any knowledge of policy violations, including athlete/team alcohol and conduct violations.
- Coach reports to the Intramural Sports & Sports Club Manager and Supervisor.

III. INDEMNIFICATION AND HOLD HARMLESS

Risk Factor

- The undersigned understands and acknowledges that the activity involves risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH and/or PROPERTY DAMAGE.

Assumption of Risk

- The undersigned assumes any and all risks involved in or arising from the activity, including without limitation the risk of death, bodily injury or property damage resulting from the activity, unavailability of emergency medical care; or the negligent or deliberate act of another person.

Release

- The undersigned RELEASES the State of California, Trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents and agrees NOT TO sue them on account of or in connection with any claims, causes of action, injuries, damages to the Sports Club-owned equipment incurred in its normal usage, other damages, cost or expenses arising out of the activity, included those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of the parties being released.

Waiver

- The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S1542 whose purpose, substance an/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

Indemnify and Defend

- The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the trustees of the California State Universities, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred as to "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, cost or expenses, including attorney fees which in any way arise from the activity of this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

IV. COMPENSATION & BENEFITS

Status/Requirement

- The undersigned is an employee of the Associated Students of San Diego State University and under California State law is prohibited from serving in the capacity of an Independent Contractor for the Associated Students of San Diego State University.

Paid Coach

- The undersigned agrees to pay for any and all damages to any property of the indemnities' caused by the undersigned either negligently, willfully or otherwise.
- The undersigned is an employee of the Associated Students of San Diego State University and is entitled to receive and shall receive an agreed upon hourly pay rate.
- The undersigned shall be reimbursed for approved expenses in accordance with the A.S./SDSU policies and procedures.
- As a paid employee of the Associated Students of San Diego State University, the undersigned is eligible for part-time employee benefits.

Volunteer Coach

- The undersigned agrees to pay for any and all damages to any property of indemnities' caused by the undersigned either negligently, willfully or otherwise.

- The undersigned is a volunteer employee of the Associated Students of San Diego State University and is not entitled to receive and shall not receive any salary or other compensation.
- The undersigned shall be reimbursed for approved expenses in accordance with the A.S./SDSU policies and procedures.
- As a volunteer employee of the Associated Students of San Diego State University, the undersigned may be entitled to workers' compensation benefits only.

V. CLAIMS, DISPUTES AND LITIGATION

Attorney Fees And Charges: In the event of any controversy, claim or dispute, including arbitration, between the parties thereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs which shall be included as part of any judgment.

Arbitration: In the event of any controversy, claim or dispute between the parties, arising out of or relating to this Agreement or the breach thereof, the parties shall in good faith attempt to resolve such matter. At any time after a good faith attempt to resolve the matter is made, either party may demand arbitration by giving the other party written notice of its intent to submit the matter to arbitration. The parties shall then choose an arbitrator or method of arbitration of their choice to resolve the matter. All such disputes shall be resolved by binding arbitration before a single neutral arbitrator in San Diego, California, to the extent permitted by law. The arbitrator shall be selected from the American Arbitration Association according to its procedures. All rules governing the arbitration shall be the rules set forth by the American Arbitration Association. The parties shall bear their own costs and attorneys' fees incurred in any such action.

VI. SIGNATURES

This is to acknowledge that I agree to provide my services to the San Diego State University Sports Club Program of A.S./Aztec Recreation under the direction of the Intramural Sports & Sports Club Manager and Supervisor. I have read and understand the coach (paid or volunteer) responsibilities as outlined above, in the job description and in the sport club handbook. I understand this position is "at will" and agree to accept no compensation from any source unless it is reported to and approved by the Intramural Sports & Sports Club Manager and/or Supervisor. I hereby certify that all statements made on the employment application are true and complete to the best of my knowledge and belief. I understand that falsification of the information on record may be considered cause for termination.

Coaching services will be provided at the discretion of A.S./Aztec Recreation Sport Clubs and the club team for a period of one year or other specified period of time. All coaches must renew the coaching agreement annually and prior to the start of the season. This Agreement shall be effective for 2022-2023 academic year.

Coach Signature

Team President Signature

DeJuan Benford-Assistant Director, Aztec Recreation

Pamela Mahlow-Associate Director of Programs, Aztec Recreation