

# Associated Students / San Diego State University Sports Club Paid or Volunteer Coaching Agreement

This agreement is entered into between the Associated Students of San Diego State University (A.S./SDSU) and \_\_\_\_\_ to provide the  
(Name of Sports Club Coach)  
right and privilege of providing coaching services to the \_\_\_\_\_ club team.  
(Sports Club Team Name)

**Coaching Status (Mark One):** \_\_\_\_\_ **Volunteer Coach**  
\_\_\_\_\_ **Paid Coach**

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

**Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**Please note the following regarding paid coaches:**

- Paid coaches are considered part-time hourly employees.
- All employees may not work more than 8 hrs/ day, 40 hrs/ week without permission.
- All employees must have a 30 minute break if working more than six hours.
- All employees may not work seven consecutive days without permission.
- Over-time pay will be calculated at time-in-a-half for part-time employees who are approved and required to work more than 8hrs/ day, 40hrs/ week, or seven consecutive days within a pay period.
- Holiday pay will be calculated at double time for part-time employees who are approved and required to work on the following holidays:
  - New Year's Day
  - Martin Luther King Day (third Monday in January)
  - Cesar Chavez Day
  - Easter Sunday
  - Memorial Day (last Monday in May)
  - Fourth of July
  - Labor Day (first Monday in September)
  - Thanksgiving Day (fourth Thursday in November)
  - Christmas Day.
- A team representative must submit weekly time sheets by Friday, 3:00 p.m. to the Sports Club Office.

## **Definition and Purpose**

The A.S./SDSU Aztec Recreation Sports Club Program provides students at San Diego State University the opportunity to participate in competitive/instructional sport teams as a method to enhance their collegiate experience and provide a means for a well-rounded education. The goal of the Sports Club Program is to create a safe, fun environment that provides team members the opportunity for physical, social, and leadership development, creating and maintaining friendships, recreational and competitive experiences regardless of skill level, and development of lifetime appreciation for sports and physical activity.

The San Diego State University (SDSU) Sports Club paid or volunteer coach is under the direction of the Intramural Sports & Sports Club Coordinator and the Intramural Sports & Sports Club Supervisor of the A.S./SDSU Aztec Recreation. In conjunction with the Intramural Sports & Sports Club staff and club team officers, the paid or volunteer coach is responsible for program administration; assessing the performance of the program, team, and coaching goals, and developing and implementing the mastery of specific sport(s). Paid or volunteer coaches may provide input regarding club team business, but the final decision concerning team matters will be made by the club team officers. The coach's general duties shall be to serve as coach of the aforementioned sports club team. Sports Clubs are student-directed organizations. Paid or volunteer coaches are encouraged to assist in the mentoring of club leaders and the completion of administrative task, but not to interfere with this primary aspect of the Sports Club Program.

Paid or volunteer coaching positions with the A.S./SDSU Sports Club Program of Aztec Recreation 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 or volunteer coach can terminate the coaching agreement at will, with or without cause.

## **COACHING REQUIREMENTS**

### **I. Educational and Qualifying Experience, Skills, Licenses, Credentials**

- Demonstrated experience with developing, implementing and enforcing a safety/risk management program for a team sport.
- Experience in coaching a sport at the university level preferred.
- Demonstrated group supervision and leadership skills.
- Current certification in coaching preferred (if applicable).
- CPR/First Aid/AED Certified required (Water Safety Instructor or Lifeguard certifications for water sports).
- Working knowledge of the practices, procedures, and activities of student development and programming.

### **II. Supervisory Responsibilities**

- Facilitate training, establish goals, monitor progress, and serve as a mentor.
- Supervise, mentor and instruct.

### **III. Essential Duties and Responsibilities**

#### **Program and Administration**

- In conjunction with the Intramural Sports & Sports Club staff, maintain a comprehensive risk management program to include review of program, facility and equipment evaluations, as well as ongoing maintenance and safety checks.
- Develop team goals and expectations
- Responsible for the actions, conduct and behavior of the players during practice, competition, and while traveling.
- Enforcement of sportsmanlike conduct.
- Adhere, comprehend, and function in a manner that is consistent with SDSU and A.S policies, procedures and decisions.

- Understand and act in a manner consistent with all team operating guidelines, philosophies, and all decisions involving the management of the team.
- Oversee the player selection process and athlete training (practice, playing and conditioning program).
- Facilitate and schedule practice and competition schedule.
- Provide weekly (while in season) and annual reports.
- Submit any required Sports Club paperwork.
- Meet regularly with the Intramural Sports & Sports Club Coordinator and/or Intramural Sports & Sports Club Supervisor.
- Maintain good communication with the players, coaching staff, and A.S./SDSU Aztec Recreation.
- Maintain positive relationships with the A.S./SDSU Aztec Recreation, the League Division, the National Associations, officials and alumni.

#### Personnel Management

- Coordinate the appropriate student officers and Board of Director members.
- Assist with the coordination, recruitment, orientation and training of appropriate personnel as needed.
- Track and assess the performance of the team goals.
- Ensure student officers are performing their specific job duties.

#### Student Development

- Coordinate and facilitate leadership development with the student officers.
- Assist in the development of an extensive officer-training program.
- Develop the mastery of specific sport to the registered team members.
- Develop confidence in the team members of their ability to participate intercollegiately.
- Develop the team's competitive ability.
- Successfully include all interested members of the student body in all activities of the team.
- Uphold the A.S./SDSU no hazing policy by not allowing a culture of hazing within the club team.

### **IV. 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.

### **V. 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.

### **VI. Claims, Disputes and Litigation**

1. **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.
2. **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.

**VII. Signature Section**

This is to acknowledge that I desire to provide my services to San Diego State University Sports Club Program of A.S./Aztec Recreation under the direction of the Intramural Sports & Sports Club Coordinator and Intramural Sports & Sports Club Supervisor. I have read and understand the paid or volunteer coach responsibilities as outlined above and in the sports club manual. 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 Coordinator and/or Intramural Sports & Sports Club 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.

Paid or volunteer coaching services will be provided at the discretion of the club team members for a period of one year or other specified period of time. All paid or volunteer coaches must renew the coaching agreement annually and prior to the start of the season. This Agreement shall be effective from:

\_\_\_\_\_  
Coach Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team President Printed Name

\_\_\_\_\_  
Team President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DeJuan Benford  
Sports Club Coordinator  
Aztec Recreation Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Reddish  
Sports Club Supervisor  
Aztec Recreation Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christina Brown  
Associate Executive Director  
Associated Students of San Diego State University

\_\_\_\_\_  
Date