<< Team Name >>

COACHES AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT

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:

- 1. "Agreement" means this Coaches Agreement.
- 2. "Club Sports Program" means all University of Connecticut 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 University of Connecticut Club Sports Program.
- 5. "University" is defined as University of Connecticut.

B. Term and Parties

- 1. This Agreement is solely between TEAM and COACH. <u>BOTH PARTIES HEREBY ACKNOWLEDGE</u>
 <u>AND AFFIRM THAT THE UNIVERSITY OF CONNECTICUT IS NOT A PARTY TO NOR BOUND IN ANY WAY TO THIS AGREEMENT.</u>
- 2. This Agreement is effective from MM/DD/YY to MM/DD/YY.

C. COACH and TEAM Roles and Relationship

- 1. 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 an independent contractor 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 the payment of any taxes due on any payment received by him/her under this Contract; (c) 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 (d) the COACH is not an agent of TEAM and shall not hold himself/herself out to the public as such.
- 3. 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 UniversityTEAM, 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.

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

D. <u>COACH's Responsibilities:</u>

- 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 CLUB SPORTS PROGRAM.
- 2. 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.
- 5. COACH agrees to report any disciplinary problems to the Club Sports 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 off-campus 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.)
- 7. COACH agrees to abide by all rules and regulations set forth by the Club Sports 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

E. <u>TEAM's Responsibilities:</u>

- 1. TEAM agrees to pay COACH the total of \$xxx.00. "TEAM will remit payment to COACH in one lump payment upon the conclusion of this Agreement"
- In the event of a termination of this AGREEMENT prior to its stated end date, TEAM agrees to pay COACH no more than an amount equal to the value of the entire agreement pro-rated based on the percentage of days this AGREEMENT was in effect relative to the entire length stipulated in this AGREEMENT, less any related amounts previously paid.

F. Additional Contract Terms

- 1. 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, Undergraduate Student Government (USG), if necessary).
- 2. This agreement supersedes any previous agreement or representations, written or verbal, regarding the coaching of TEAM by COACH.
- 3. Any additions, deletions, or modifications to this agreement must be agreed to in writing by all parties noted on this document.
- 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:		
Printed Name	Signature	Date
TEAM CHIEF ORGANI	ZATION OFFICER:	
Printed Name	Signature	Date
TEAM CHIEF FINANCI	AL OFFICER:	
Printed Name	Signature	 Date