

SOUTH JEFFCO YOUTH VOLUNTEER COACHES CONTRACT

This Contract, dated _____, is entered into by and between SOUTH JEFFCO SPORTS ASSOCIATION (“SJSA”) on behalf of the _____ team, and _____ (“the Coach”).

A. The Coach desires to coach:

BASEBALL____,

FOOTBALL____,

LACROSSE____,

BASKETBALL____,

CHEER____,

TRACK____,

SOFTBALL____

team (the Team Name) _____.

B. Subject to the terms and conditions of this Contract, the desires to retain the services of the Coach, for the Term set forth below.

C. Before this contract is binding the coach must pass a Background check conducted through; background checks are paid for by. Coach agrees to promptly complete required paperwork, on line, to initiate such background check. If coach fails to pass background check, this contract shall be null and void.

D. Before this contract is binding the coach must read, complete and sign the Code of Conduct Article XI – Code of Conduct (By Law) through; acknowledging a full understanding of the Code of Conduct and the conduct that is allowable.

E. Before this contract is binding the coach must read, complete and sign the Privacy Policy; acknowledging a full understanding of the Privacy Policy and the conduct that is allowable.

F. Before this contract is binding the coach must read, complete and sign the By Laws; acknowledging a full understanding of the By Laws and the conduct that is allowable.

NOW, THEREFORE, in consideration of the promises, the mutual agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Coaching Position and Duties.** The Coach agrees to be the “Head Coach” or “Assistant Coach” or “Team Manager” of the Team and to perform all of the duties and services necessary and normally associated with that position, including, without limitation, the following:

Practices. The Coach agrees to conduct practices and clinics during the term of this Contract. The number, duration and content of those practices and clinics will be determined by the Coach in the best interests of the Team. In the event of any dispute between the Team and the Coach concerning the number, duration or content of the practices, the Coach must consult with specific Sports Director and/or the Coaches Manager, when applicable, the decision of whom will be final and binding on the Coach and Team.

Financial Responsibility. The Coach agrees to conduct Financial Responsibility setup forth in the By Laws and no team is allowed to conduct financial activities through a personal/team 501c3 designated solely at a specific team level. All 501c3 fundraising shall be conducted through the association (“SJSA”).

Games and Tournaments. In the absence of a personal emergency, the Coach agrees to attend and coach all of the league games scheduled by the South Jeffco Sports Association, either as originally scheduled by the or their parent affiant or as rescheduled from time to time and all of the games scheduled for the Team in tournaments sanctioned by the SJSA or their parent affiant and in which the Team chooses to participate.

Travel. The Coach agrees to travel with the Team to games and tournaments for which travel is necessary or appropriate. has no obligation to reimburse the Coach for travel costs and expenses. Any expense reimbursement will be made by an agreement between the parents of the team and the coach, when applicable.

Training and Meetings. The Coach must attend all meetings, training seminars & clinics required by. With the prior approval of the specific Sports Director and the Board of Directors. Training may include, Glazier Clinic, Positive Coaching Alliance, etc.

Player Evaluation. The Coach acknowledges and understands the importance of providing players and with useful and constructive feedback, through evaluations, for each and every player on his/her team throughout the season. Coaches are expected to provide feedback to players on a regular basis as part of the The Associations' commitment to player development. Further the coach agrees to submit an end-of-season Team/Player Evaluation to the Specific Sports Director, when appropriate by the following month ending the season. Because team evaluations are one of the items used in the placement of players for the upcoming season, the Coach understands and acknowledges that time is of the essence when it comes to submittal of the final team evaluation. If for any reason the coach does not submit the final team evaluation by the required deadline outlined above, the coach agrees that the final payment shall be withheld until evaluations are received by SJSA.

2. Compensation/Stipends/etc. For the services to be performed by the Coach under this Contract, the SJSA will execute a fixed coaching fee of \$_____. The Coach agrees not to accept payment of the Coaching Fees other than through and from SJSA. The Fees will be reduced proportionately to reflect any failure by the Coach to complete the terms of this Contract. ***disclaimer: this is a condition outlined by specific Sports Directors and is not intended for all coaches for all sports. If this is NOT APPLICABLE, a "N/A" will be designated in the fixed coaching fee compensation field.**

3. Payment Schedule. will pay the SJSA Coaching Fee to the Coach as follows; amount shown does not reflect tax withholdings: **Date (must be the 30th of said month) Coaching Fee before taxes *W9 will be retained on file at the SJSA office.**

_____ \$ _____
_____ \$ _____

4. Term of Contract. This Contract begins on _____/201__ and ends on the last day of the specific sports season _____(the "Term").

5. Conduct and Compliance. During the Term of this Contract, the Coach must:

Conduct. Use his or her best efforts to promote and maintain the success and reputation of SJSA, and set, promote, and enforce (by his or her individual example and otherwise) the highest standards of leadership, fair play, and good sportsmanship by SJSA players and coaches.

Compliance. Comply with all rules and regulations of SJSA (including, without limitation, its drug and alcohol use policies, privacy policy and code of conduct policy), and promote and enforce compliance with those rules and regulations by players and coaches. The coach agrees to abide by the SJSA Code of Conduct and portray the expectation, to players and parents, that they also abide by the Code of Conduct.

Reporting. Promptly report to the specific Sports Director, on all issues or problems that arise with respect to the Coach's conduct or compliance or with the conduct or compliance of the Team or any individual member of the Team or parent of a player; including Assistant Coaches, Team Managers, etc.

Parent Reporting: Promptly report to the specific Sports Director, regarding players left at practice. It is the responsibility of the Coach or Team Manager to make certain all players have left the field safely, however, if we have parents neglecting to pick up their players from practice on time, the coach needs to address it with the parent and, if that does not resolve the issue he/she must involve the specific Sports Director to resolve the issue. If required, the specific Sport Director can call on the Executive Team or the Office to send a letter to the parents to provide final resolution.

6. Equipment and Materials. The SJSA will furnish all necessary equipment and materials required to coach the Team and to perform the services contemplated by this Contract. The Coach, or other designate, must bring all such equipment and materials to each practice and game, so that they are available to the Team. All equipment and materials must be returned to the SJSA, as soon as possible after the completion of the season.

7. Termination. This Contract automatically terminates at the end of the Term or at the end of the team's season. The association may terminate the Coach under this Contract, without cause. In addition, SJSA may immediately terminate the Coach under this Contract if the Coach at any time:

- a. Commits any breach of any of the provisions of this Contract;

or

- b. Acts in a reckless or negligent manner with respect to the Team and/or any member of it; **or**
- c. Becomes of unsound mind; or
- d. Is the subject of a criminal indictment or presentment for, is convicted of, or enters a nolo contendere plea with respect to, any criminal offense that, in the reasonable opinion of SJSA, relates to his or her services under this Contract or his or her fitness to act as Coach of the Team;
or
- e. Engages in any conduct that is detrimental to or that brings discredit to SJSA or its reputation;
or
- f. Fails or refuses to follow the directives of SJSA with respect to his or her services under this Contract provided that such directives are reasonable;
or
- g. In the reasonable opinion of the specific Sports Director, is unable to perform the duties of Coach under this Contract, because of repetitive absences or because of illness or otherwise.

8. Non-Compete. During the term of this Contract and for one year following the termination of Coach's employment, the Coach agrees not to engage in any other outside coaching services or activities for any team, clubs or associations or other groups other than the Team and SJSA without the prior written approval of SJSA.

9. Solicitation of Players Prohibited. During Coach's employment and for one year following the termination of the Coach's employment, the Coach shall not, directly or indirectly, ask or encourage any SJSA player to leave, or solicit any player(s) to join a separate association/club. Coach further agrees to make any subsequent club/association aware of this non-solicitation obligation.

10. Miscellaneous Provisions.

- (a) **Governing Law.** This Contract is governed by the laws of the State of Colorado, without reference to the conflicts of laws principles thereof.
- (b) **Counterparts.** This Contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute, but one and the same instrument.
- (c) **Prior Agreements.** This Contract represents the complete and final agreement between the Coach and SJSA. This Contract supersedes and may not be contradicted by evidence of any prior promises, contracts, agreements, and understandings of any kind, whether express or implied, oral or written, with respect to the subject matter of this Contract (including, without limitation, any promise, contract, or understanding, whether express or implied, oral or written, by and between and the Coach), and the parties to this Contract have made no agreements, representations, or warranties relating to the subject matter of this Contract that are not set forth in this Contract.
- (d) **Amendments.** No amendment or modification of this Contract will be deemed effective unless made in writing and signed by the Coach and SJSA.
- (e) **No Waiver.** No term or condition of this Contract may be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Contract, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver may not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver of such term or condition for the future act or as to any act other than as specifically set forth in the waiver.
- (f) **Severability.** Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will be, as to such jurisdiction, ineffective to the extent of that prohibition or unenforceability without invalidating the remaining portions of this Contract or affecting the validity or enforceability of those provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth in the first paragraph

By: _____

Printed Name: _____

SJSA Board Member

COACH

By: _____

Printed Name: _____

REVISED 2/2018