

Sonoma State University Sport Club Coach/ Instructor Contract

Please Print

Sport Club: _____

Coach/Instructor Name: _____

Position: _____

Address: _____

City/Zip: _____

Email Address: _____

Phone Number: _____

Date Service Begins: _____

Date Service Ends: _____

This Agreement, made and entered into this ____ day of _____, 20__, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called Sonoma State University (University) and _____, hereafter called Coach.

Witnesseth: That the Coach for and in consideration of the covenants, conditions, agreements, and stipulations of the University hereinafter expressed, does hereby understand the following:

1. Coach shall be responsible and accountable to Sonoma State University, SSU Sport Club Program, Student Involvement, and the Sport Club for which I am coaching and providing instruction.
2. Coach shall act only in those areas in which have been empowered by the Sport Club, subsequent to approval by the University. A Sport Club is first and foremost a student organization to be administered by elected student leaders.
3. Coach shall not solicit money from any source, in the name of Sonoma State University or the above named club.
4. Coach shall not receive any payment in cash. Coach shall complete and return a Vendor Data Record (204 Form) and must be paid through approved University processes. IE. Students may not pay coaches with personal monies.
5. Coach shall conduct safe and well-organized practice sessions/classes that will enable club members to develop and improve their skills.
6. Coach shall give attention to appropriate safety practices, including inspection of sport gear and the reporting of any hazardous facility conditions. If safety concerns are noted, coach shall fix gear or obtain new gear as required.
7. Coach shall be responsible for all medical or all other costs arising out of any bodily injury or property damage sustained by me in the performance of my duties.
8. Coach shall promote fair play and good sportsmanship.
9. Coach shall be familiar with the Sport Club Manual guidelines and procedures that govern the operation of the Sport Club Program. Coach is expected to abide by all applicable rules and regulations of the University and any conference, league, or association to which the club may belong.
10. Coach shall represent the above named club and Sonoma State University in a positive and professional manner.
11. Coach shall adhere to all local, state and federal laws.
12. Coach shall adhere to all University policies and procedures pertaining to clubs; including by not limited to Title V and Title IX.

A: Payment Conditions:

Upon completion of the services in a manner satisfactory to the University, University agrees to pay coach in the amount of \$ _____ per _____ (i.e. month, semester). Payment term is Net 30. Payments will be made for actual worked performed.

Month/Year	Amount	Month/Year	Amount
August 2018		February 2019	
September 2018		March 2019	
October 2018		April 2019	
November 2018		May 2019	
December 2018		June 2019	
January 2019		July 2019	

Additional Comments/Benefits (Optional):

B: Term: The term of this Agreement shall be effective upon execution of the Agreement through June 30, 2019.

C: Termination: This Agreement may be terminated immediately by the University upon written notice to the Coach. This Agreement may be terminated by the Coach, upon thirty days prior written notice to the University. Alterations or modifications to any part of this Agreement shall be made by written amendment, subject to the approval of both parties.

D: Relationships: Coach agrees that romantic relationships are inappropriate when they occur with a student-athlete on the team they are coaching. Because of the difference in authority and power between a coach and student-athletes, a coach cannot be certain that the relationship is truly welcome or consensual. Such relationships are also inappropriate because they may create a negative or uncomfortable working or learning environment for others who perceive preferential treatment. The coach understands, if a student tries to use sex to improve their standing, it is the coach's responsibility to discourage and refuse such overtures and to maintain appropriate professional boundaries at all times.

E: Insurance: Coach shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the coach with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

(a) The certificate of insurance shall provide:

- (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
- (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
- (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- (iv) That the insurer has an AM Best rating of A: VII or equivalent.

(b) Coach agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

(c) Workers' Compensation insurance coverage as required by the State of California.

F: Indemnification: The Coach agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Coach in the performance of this Contract.

G: Fingerprinting: Fingerprint clearance is required.

H: Jeanne Clery Act - Annual Security Report:

Sonoma State University's Annual Security Report includes statistics for the previous three years concerning reported crimes that occurred on campus, in certain off-campus buildings or property owned or controlled by Sonoma State University and on the public property within, or immediately adjacent to and accessible from the campus.

The report also includes institutional policies concerning campus security, alcohol/drug use, crime prevention, reporting of crimes, sexual assault and other matters. You can download a copy of this report at <http://www.sonoma.edu/housing/general-info/emergency-prep/fire-safety.html> or receive a copy by contacting Police and Parking Services at (707) 664-4444.

I: Mandatory Reporter of Child Abuse and Neglect: Individuals providing services to minor children are mandatory reporters. Please contact the Title IX Coordinator, Joyce Suzuki at 664-4470 or joyce.suzuki@sonoma if you have any questions or have something to report.

J : Service General Provisions: Coaches are responsible for familiarity with California State University General Provisions for service acquisitions. These provisions are available via the Internet at www.calstate.edu/csp/crl/GP/GP.shtml or by request to the Procurement Office.

In Witness Whereof, this Agreement has been executed by the parties hereto, upon the date first above written.

Sonoma State University

Coach

Jenifer Barnett, Purchasing Manager
jenifer.barnett@sonoma.edu

(Name)

For Office Use Only:

Received by:

Campus Life Advisor
(Student Involvement)

Signature

Date Received