



ATHLETIC TEAM COACH CONTRACT (Certificated Employee)

This employment agreement ("Contract") is made by and between _____ ("Coach") and the Cutler-Orosi Joint Unified School District ("District"). District desires to fill a temporary opening for an Athletic Team Coach and Coach desires to accept employment in accordance with the terms of this Contract.

RECITALS

- A. **Temporary Opening.** District desires to fill a temporary opening for the time period shown below and is empowered by law to hire temporary employees.
- B. **Employee Representation.** Coach represents that he/she is not now under contract to any other school district or employer that will conflict with this employment. Coach represents that he/she has met the requirements for interscholastic athletic coaches imposed by the District and all local, state and federal laws. District expressly relies on the representations of Coach in entering into this Contract.

AGREEMENT

1. **Recitals.** The above recitals are true and correct.
2. **Acceptance of Temporary Assignment.** Coach agrees to serve as the District's coach for the following sport: _____. Coach acknowledges that District's offer of employment is based upon his/her voluntary willingness to perform temporary work. Coach's employment is expressly subject to acceptance of such duties as assigned.
3. **Qualifications.** Coach acknowledges that Coach has reviewed the District's job description for the sport being coached, the job flyer/announcement, and all other documents that set forth the required job qualifications. Coach represents and warrants that Coach meets all required job qualifications.
4. **Duties.** Coach agrees to competently perform all duties set forth in the job description, all duties specified by District policy and law, and such other duties as may be assigned. Coach further agrees to provide a written copy of team rules to Coach's direct supervisor or athletic director prior to the first team competition and prior to distribution to all players.
5. **Period of Employment.** Coach is hired for a period commencing _____, ____ and terminating on or about _____, _____. Coach acknowledges the work hours fluctuate and that the coaching assignment involves work that is seasonal, occasional and sporadic. Coach agrees that a regular work day/full-shift in Coach's certificated position shall be performed prior to any coaching assignment work during the same work day/shift, otherwise the appropriate salary deduction (dock pay) shall be made.
6. **Compensation.** Coach accepts the nominal compensation of \$_____ for performance of the coaching duties. Compensation will be paid in equal monthly installments over the period of time that the coaching work is performed. Coach acknowledges that the compensation is the sole remuneration for the coaching work and he/she is not entitled to overtime pay for any time spent coaching. Coach agrees that the amount of the coaching compensation is derived from the District's collective bargaining agreement ("CBA") with the District's certificated unit members. Coach acknowledges that this compensation is not related to the hours worked as a coach, the length of the season (e.g., playoffs, championships), or length of employment. Coach further agrees that additional pay for an extended season shall be paid to Coach only if such pay is provided for in the CBA with the District's certificated bargaining unit. If, for any reason, Coach does not complete the coaching assignment, payment will be pro-rated based on time served. Payment of the compensation is contingent upon Section 11 of this Contract.
7. **Status of Employment.** Coach acknowledges that, as a coach, he/she is a temporary, at-will employee. Coach specifically acknowledges that this Contract does not establish any right to probationary or permanent employment status.

District and Coach agree that Coach's employment as a certificated employee of District is governed by separate laws and rules.

8. **No Entitlement to Benefits.** Coach acknowledges that he/she shall not accrue sick leave, vacation, overtime pay, compensatory time off, health benefits or any other entitlements or benefits as a result of this Contract. Coach voluntarily and knowingly waives all rights to all such benefits to the maximum extent permitted by law.
9. **Termination.** Coach agrees that the District may terminate Coach for any reason without cause, due process, a statement of reasons, or a hearing. Termination of Coach's coaching assignment is separate and apart from Coach's employment with District as a certificated employee.
10. **Offer of Employment.** This Contract constitutes an offer of employment only and confers no legal or equitable rights until and unless the Governing Board approves it. Coach's reporting to work constitutes acceptance of this offer.
11. **Fingerprint Clearance.** Coach certifies that he/she has not been convicted of a violent or serious felony, or a sex or drug offense. This Contract is conditioned upon the District receiving verification from the Department of Justice ("DOJ") that Coach may lawfully be employed. Until fingerprint clearance is received from the DOJ, Coach will not be considered an employee and agrees not to perform any duties including, but not limited to, attending any practices, meetings or competitions. Coach further agrees that Coach will not attempt to represent or convey to others the apparent authority to act on behalf of the District until DOJ fingerprinting has been cleared and District has authorized Coach to commence employment.
12. **Tax/Retirement Liability.** The District does not make any representation or warranty with respect to the tax or retirement consequences of your employment, including but not limited to, whether specific forms of compensation are creditable for retirement purposes or whether compensation exceeds the earnings limitation for retirees. Coach is responsible for Coach's own tax and retirement planning.
13. **Compliance With Laws.** Coach agrees to faithfully adhere to all local, state and federal laws, directives of the Governing Board set forth in Board Policies and Administrative Regulations, and all lawful directives of Coach's superiors. Coach also agrees to comply with the rules and regulations of the California Interscholastic Federation and the standards of ethical conduct for interscholastic athletic team programs. Coach further agrees that all fundraising efforts, including solicitation of voluntary donations and contributions, shall be consistent with District practices and shall meet all requirements of the law.
14. **Coach Checkout.** Coach agrees that payment of the compensation is contingent on a pre- and post-season equipment inventory, including District keys being returned to Coach's direct supervisor or the athletic director and a season evaluation being conducted by Coach's direct supervisor, the athletic director or head coach.
15. **Entire Agreement.** This Contract constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and no party has relied upon any representations, express or implied, not contained in this Contract. All prior understandings, terms or conditions are deemed to be merged into this Contract.

By: _____
(District Representative)

Dated: _____

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof. I hereby certify under penalty of perjury under the laws of the State of California that all statements contained in my application for employment and other documents I submitted in connection with my application are true and complete. I understand that if the District discovers false, incomplete, or misleading statements on my application or any other documents I submitted in connection with my application or prospective employment in the District such statements shall be sufficient for immediate dismissal.

By: _____
(Temporary Athletic Team Coach)

Dated: _____

A copy of this Contract will be placed in Coach's personnel file.