



CONTRACT FOR VOLUNTEER ATHLETIC TEAM COACH

The Cutler-Orosi Joint Unified School District ("District") desires to fill a volunteer opening for an Athletic Team Coach ("Coach"). This Contract for volunteer services by Coach ("Contract") is entered into by and between _____, ("Coach") and the District. The Coach desires to accept a voluntary coaching assignment in accordance with the terms of this Contract.

RECITALS

- A. **Volunteer Opening.** District desires to fill a volunteer opening for the time period shown below and is empowered by law to accept volunteers. Volunteers are not part of the District's classified or certificated service.
- B. **Volunteer Expectations.** Coach desires to volunteer because of his/her love of the sport and desire to make a difference in the lives of student-athletes. Coach represents that he/she is not expecting a paid position in the District as a result of this voluntary coaching assignment.
- C. **Volunteer Representation.** Coach represents that he/she is not now under contract to any other school district or employer that will conflict with this volunteer work. 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 Volunteer Assignment.** Coach agrees to serve as the District's coach for the following sport or activity: _____. Coach acknowledges that his/her acceptance of this assignment is voluntary and is based upon his/her willingness to perform the voluntary work.
3. **Qualifications.** Coach acknowledges that Coach has reviewed the District's description for the sport or activity, the related flyer/announcement, and all other documents that set forth the required qualifications. Coach represents and warrants that Coach meets all required qualifications.
4. **Duties.** Coach agrees to competently perform all duties set forth in the coaching description, all duties specified by District policy and law, and such other duties as may be assigned related to the volunteer assignment. Coach further agrees to provide a written copy of team or club rules to Coach's school site principal and/or athletic director prior to the first meeting, team competition or club activity and prior to distribution to all players or members.
5. **Period of Volunteer Assignment.** Coach accepts coaching assignment for a period commencing _____, _____ and terminating on or about _____, _____. Coach acknowledges the volunteer hours fluctuate and that the coaching assignment involves volunteer work that is seasonal, occasional and sporadic.
6. **Nominal Pay.** Coach accepts the nominal compensation of \$_____ for performance of the volunteer duties. Compensation will be paid in equal monthly installments over the period of time that the coaching duties are performed. Coach acknowledges that the compensation is the sole remuneration for the volunteer work and he/she is not entitled to overtime pay for any time spent as a volunteer. Coach acknowledges that this compensation is not related to the hours volunteered as a coach, the length of the season (e.g., playoffs, championships), or length of the voluntary assignment. If, for any reason, Coach does not complete the coaching assignment, payment will be pro-rated based on months or weeks served. Payment of the compensation is contingent upon Section 12 of this Contract.
7. **Status As Volunteer.** Coach acknowledges he/she is a volunteer. Coach specifically acknowledges that this Contract does not establish any employment relationship or right to employment with the District, including but not limited to, probationary or permanent employment status.

8. **No Entitlement to Benefits.** Coach acknowledges that as a volunteer he/she shall not accrue sick leave, vacation, overtime pay, compensatory time off, health benefits or any other entitlements or benefits. Coach voluntarily and knowingly waives all rights to all such benefits to the maximum extent permitted by law.
9. **Expense Reimbursement.** The District shall reimburse Coach for actual and necessary expenses incurred by Coach within the scope of the volunteer assignment so long as such expenses are permitted by the District policy or incurred with prior approval by the District. For reimbursement, Coach shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.
10. **Termination of Volunteer Assignment.** Coach agrees that the District may terminate the volunteer assignment at any time, for any reason without cause, due process, a statement of reasons, or a hearing.
11. **Offer of Volunteer Coaching Assignment.** This Contract constitutes an offer of a volunteer coaching assignment only and confers no legal or equitable rights until and unless the Governing Board approves it. Coach's reporting to his/her assignment constitutes acceptance of this assignment.
12. **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") and Federal Bureau of Investigation ("FBI") that Coach may lawfully volunteer. Until fingerprint clearance is received from the DOJ and FBI, Coach will not be considered a volunteer 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 and FBI fingerprinting has been cleared and District has authorized Coach to commence the volunteer assignment.
13. **Tax/Retirement Liability.** The District does not make any representation or warranty with respect to the tax or retirement consequences of the volunteer assignment, including but not limited to, whether specific forms of compensation are creditable for public retirement purposes or whether compensation exceeds the earnings limitation for CalSTRS or CalPERS retirees. Coach is responsible for Coach's own tax and retirement planning.
14. **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.
15. **Equipment/Materials Checkout.** Coach agrees that payment of the nominal compensation identified in Section 6 above is contingent on a pre- and post-season equipment inventory, including District keys being returned to Coach's school site principal and/or the athletic director and a season evaluation being conducted by Coach's direct supervisor, the athletic director or head coach.
16. **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 COACHING ASSIGNMENT

I accept the above-referenced volunteer assignment 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 the volunteer assignment 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 volunteer work in the District such statements shall be sufficient for immediate dismissal.

By: _____
(Coach)

Dated: _____

A copy of this Contract will be kept on file with the District personnel office.