



CLUB SPORTS COACHING AGREEMENT

Club Name: _____ Academic Year: _____

Coach Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____ Evening Phone: _____

E-mail: _____

Time affiliated with Club: _____ years _____ months

Date Service Begins: _____ Date Service Ends: _____

Coaching services will be provided at the discretion of the club members for a period of one academic year (fall semester through spring semester) unless otherwise indicated below. All coaches must reapply for their positions annually regardless of how long they have been affiliated with the club. The agreement does not imply employment with Youngstown State University or any of its departments, and shall be in effect as long as both parties (the club and the coach) continue to receive mutual benefits from the terms and conditions as follows.

- _____ 1. The coach should restrict his/her involvement to instructing and coaching and should not have an active involvement in club management. A club sport is first and foremost a student organization and as such, the student representative must serve as the liaison between the club and the Club Sports staff, not the coach. The key to the success of the Club Sports program is the emphasis placed on student leadership and participation.
- _____ 2. The coach agrees to abide by all rules and policies of Youngstown State University, the employing club, the Club Sports staff, the Department of Campus Recreation, and any organizing on-campus or off-campus department/agency. Any failure to comply may be grounds for immediate termination of this contract.
- _____ 3. The coaching agreement will be reviewed by the Coordinator of Club Sports. Agreements must be accompanied by a written summary of credentials and experience. In the event of a dispute between the club and the coach, the club and/or coach will notify and seek assistance from the Coordinator of Club Sports.
- _____ 4. The coach will not be covered under University insurance and will provide evidence of personal medical and liability insurance coverage and complete an application. The coach also agrees not to hold the aforementioned club responsible for any personal injury, disability, or loss of personal property.
- _____ 5. The coach will disclose and explain to the satisfaction of all signers of this contract,

any position(s) or other possible competing interests or obligations to the coaching services identified in this agreement.

- _____ 6. The coach agrees to operate in good faith and shall promote fair play and sportsmanship.
- _____ 7. The coach is considered a role model for participants of the named club; therefore, the coach will conduct themselves in a professional manner maintaining the highest integrity and ethical standards to maintain appropriate standards as required by the Youngstown State University Club Sports program. The coach will not make any demands on a participant that is inconsistent with the Club Sports Manual and/or Youngstown State University policy or in any way compromise the participant's academic requirements.
- _____ 8. The coach will provide organized and safe instruction and training for various skill levels and will monitor performance for purposes of evaluating skill levels for recognition or assignment of competitive entries. The safety and welfare of the participants should always be the utmost priority above winning or prestige associated with competing. The University shall not be liable for any injuries, personal or otherwise, as the result of Coach's instruction, training methods, or any other methods utilized by the Coach. All parties to this Agreement understand that the University will not, and at no time will have any obligation to, observe, certify, or evaluate any coaching methods utilized by the Coach. At all times, sport and club participants knowingly and voluntarily assume the risks associated with the selected sport or club activities whether inferred by this Agreement or by other documents or notices signed by student or otherwise made aware to student during the course of their involvement.
- _____ 9. To the extent that such conduct can lead to termination of this agreement, the Coach will be responsible for the conduct of their players and understands that they may be held accountable to address any misconduct and/or unsportsmanlike behavior and violations of University policy, if applicable. The Coach must immediately notify the Coordinator of Club Sports of any situation that might violate the Club Sports or University policy, whether by the coach or if by participants of the clubs' activities.
- _____ 10. The Coach must notify the Coordinator of Club Sports of any participant actions, activities, etc. which may potentially cause harm to the participants, the club, the Club Sports program, the Department of Campus Recreation or to Youngstown State University.
- _____ 11. The Coach may provide input concerning finances, competition schedules, demonstrations, special events, practices, training trips and fundraising. However, the final decision regarding any club matter will be made by the student officers.
- _____ 12. The Coach is strictly a voluntary position unless otherwise approved by the Coordinator of Club Sports, and/or Director of Campus Recreation, and/or Office of Human Resources, and/or Payroll Department. Nothing herein shall be construed to create an agency relationship between the University and Coach, or any employment relationship between Coach and any staff member provided by YSU to perform the services under this Agreement. The Coach will not represent to be or hold themselves out as an agent or employee of the University at any time during the term of this Agreement. If the Coach is otherwise employed by the University, they will differentiate representations accordingly.
- _____ 13. Volunteer coaches will fulfill duties stipulated by individual sport clubs. University employed coaches will attend all practices and competitions. If a University employed coach is not available to attend a practice or competition, he/she will ensure that an adequate replacement is available or will give a copy of that day's practice or game plan to the Club President.

- _____ 14. Coaches may be reimbursed for normal and ordinary travel and lodging expenses during training and competitive events provided the clubs' have the funding to cover such expenses and is approved by the Coordinator of Club Sports.
- _____ 15. Coaches may be financially compensated by the club for their services and contributions to the club. If a coach is terminated, resigns, or otherwise does not fulfill the terms of the contract, payment may be amended to an appropriate amount as determined by the club and Club Sports staff. Parking passes are to be purchased by the Coach or club, not the Club Sports program or Campus Recreation.
- _____ 14. The Coach may be a student, or a faculty or staff member; however, the individual does not have to be associated with the university. All Coaches must complete a background check and sign the Club Sports Coach's Agreement and/or Volunteer Coach Form.
- _____ 16. The Coach agrees to indemnify and to hold YSU harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Coach's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by the Coach, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, Youngstown State University agrees to only be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.

All Coaches must renew their agreements every year. As parties to this agreement, the Coach and the Club understand that either party may terminate this agreement at any time when one party feels the obligations assumed by the other party are not being met. Termination must be in writing with the reasons for termination stated, and a copy of the termination must be provided to the Coordinator of Club Sports.

The agreement to the Coach becomes effective when signed by the Coach, Club President, Coordinator of Club Sports, and Director of Campus Recreation.

Coach Name: _____

Coach Signature: _____ Date: _____

Club President Name: _____

Club President Signature: _____ Date: _____

Coordinator of Club Sports, **Domonique Sak**

Coordinator of Club Sports Signature: _____ Date: _____

Director of Campus Recreation, **Ryan McNicholas**

Director of Campus Recreation Signature: _____ Date: _____