

Updated August 5th, 2019
University of San Diego Sport Clubs
Letter of Agreement

This **Letter of Agreement** is entered into by and between the (club name) _____ at the University of San Diego and (coach's name) _____. In consideration of the agreements and covenants set forth in this Agreement, the parties agree as follows:

1. **Scope of Work.** Club hereby retains Coach to serve as its head coach. Coach represents that (s)he has the background, training, and experience to perform properly the services to be delivered under this Agreement. Coach shall perform and comply with the Sport Club coach responsibilities identified in the Sport Club Handbook and with other reasonable expectations associated with the Coach role.
2. **Term.** The term of this Agreement shall commence on (beginning date) _____ through (ending date) _____, unless terminated earlier as provided for in this Agreement. Renewal or extension of this Agreement is not automatic and may only occur with the written agreement of the parties.
3. **Fees.** Club shall pay to Coach a fee for the services performed in the total amount of \$ _____. The fees shall be paid to Coach according to the following schedule:

4. **Termination.** Either party may terminate this Agreement for any reason upon fifteen (15) days' prior written notice to the other. If a party materially breaches this Agreement, the other party may terminate this Agreement effectively immediately upon written notice.
5. **Independent Contractor.** It is expressly understood and agreed that, in the performance of activities contemplated by this Agreement, Coach will at all times act as an independent contractor of Club, and not as an employee or agent of Club or USD. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party.
6. **Compliance With Laws, Expectations and USD Policies.** Coach shall comply with all applicable federal, state and local laws, regulations, the Club's Season Statement of Goals and Expectations, the USD Associated Students Sport Clubs Handbook as currently in effect or as modified, and any other USD policies, procedures or expectations that apply to contractors of USD or to the services provided by Coach under this Agreement.
7. **Reporting.** Coach acknowledges and agrees that (s)he is required to immediately notify the Department of Campus Recreation, Human Resources or Department of Public Safety of any incident or complaint involving allegations of sexual misconduct, harassment or discrimination crimes, or violations of USD policy. Coach also acknowledges that s(he) is a Campus Security Authority (CSA) pursuant to the requirements of the Clery Act and is required to immediately report allegations of Clery Act crimes to the University of San Diego Department of Public Safety. Include all information reported about the alleged offense and include as much detailed information as possible regarding where the incident occurred.
8. **Responsibility.** Coach shall be solely responsible for any and all claims, damages and injuries caused by Coach that arise out of or relate to this Agreement.

9. **Coach Property.** Coach, and not Club or USD, is solely responsible for the loss of, theft of, or damage to any property of Coach that occurs on USD property or in USD facilities.
10. **FERPA.** Coach understands that USD is subject to the federal Family Educational Rights and Privacy Act (FERPA). For the purpose of FERPA compliance only, Coach shall be considered a school official of USD and shall comply with all applicable requirements under FERPA in carrying out his/her responsibilities under this Agreement. Coach agrees to protect the privacy of student data provided by Club or USD and shall not transmit, share or disclose any data about a student without the student's written consent, except as specifically permitted under FERPA. Coach may provide student data to USD's school officials who have a legitimate educational interest in the data and seek the information within the context of their professionally assigned responsibilities.
11. **Entire Agreement.** The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among the parties relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.
12. **Amendment/Severability/Assignment.** This Agreement may not be amended, except through a writing signed by Coach and an authorized representative of Club and USD. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable. The rights and responsibilities under this Agreement are not assignable or transferable.
13. **Choice of Law/Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be in San Diego, California. Each party shall be responsible for its or his/her own costs and attorneys' fees incurred in connection with the arbitration.
14. **Force Majeure.** Neither party shall be responsible for any delays or failure to perform its responsibilities under this Agreement due to acts of God, strikes, war, insurrection, embargoes, governmental restrictions, acts of government or governmental authorities, acts of terrorism, pandemic events, outbreaks of infectious diseases, other disturbances, or other causes of any kind beyond the control of the party.

In witness whereof, the parties have executed this Agreement as of the dates set forth below. This Agreement shall not be effective unless and until it is executed by all parties noted below.

Coach

Club General Manager

Club Financial Officer

Assistant Director of Clubs and Facilities

USD Sport Club Coaching Expectations and Acknowledgement

USD Sport Clubs provide opportunities for students to experience the commitment, challenge and enjoyment of a recreation or competitive sports experience. These teams are initiated by students and reflective of their diverse sporting and activity interests. We serve over 500 students in 22+ clubs each semester. Clubs differ in size, season and playing abilities with clubs who play at a competitive level to those who play for recreation and fun. Like all independent or University student organizations at USD, the Sport Club program also offers opportunities for development of life-skills such as leadership, cooperation, scheduling, budgeting, organizational dynamics, sportsmanship, and teamwork.

The USD Sport Clubs program operates within the jurisdiction of the national or regional associations that have been established for each individual sport as well as policies and procedures established by the department and University. Teams are only partially funded by Associated Students, and their success relies heavily on their own resources, fundraising, and donations.

Sport Clubs are managed by three or more designated leaders. Leaders hold positions such as General Manager, Assistant General Manager, Finance Officer, Travel Director, Risk Manager and Membership Coordinator. Some teams elect to have additional leadership positions such as Social Media Manager, Fundraising Chair or Marketing Manager. Campus Recreation requires each club to have at minimum three designated leaders each semester. Leaders receive training by Campus Recreation staff so they can efficiently and effectively operate their club.

Please review each specific expectation outlined below and initial in each box. Please note that the below are examples and not meant to be all inclusive and that it is your responsibility to review the coaching section in the Handbook.

Initials

	I have reviewed and read the coaching section of the Sport Club Handbook and understand my expectations and scope as a club coach (section XVI).
	I understand the following USD sport club philosophy: <i>The coach serves a unique role in the Sport Club Program. Unlike intercollegiate athletics, the coach does not have administrative or philosophical authority within the Sport Club or the program. The coaching role is confined to conditioning, skill development, game tactics, and the psychology of the sport. The University also expects the coach to serve as a chaperone who has the obligation to take appropriate steps to respond to improper behavior and to minimize risk to Club members and the University. Coaches are expected to refrain from active involvement in club management, goal setting, and internal policy development. Sport Clubs are student organizations and the student leaders must serve as the liaison between the club and the university administration, not the coach. The philosophy and key to the success of the Sport Club Program has been the continued emphasis placed on student leadership, educational development, and participation. Sport Clubs are entirely responsible for raising all monies necessary to fund paid coaches or to pay expenses for any coach. A.S. funds may not be used for this purpose. Team restricted accounts must be used for coaching payments.</i>

	I understand that I am not eligible to use or dictate how club funds should be used or managed. Club funding requests and budget design are to be solely managed by the students.
	I acknowledge that if I think a student has a wellness concern, I must report that to either the Department of Public Safety (DPS) or to Campus Rec administrators as soon as possible. Wellness concerns are private and should only be discussed with the impacted student and DPS/Campus Rec professional staff.
	I understand that I may be asked to travel with the club team to various events or competitions. Traveling is completely at my discretion. If I do choose to travel with the team, I understand that should act as a chaperone and ensure the students continue to follow University policies and represent USD in a positive manner while off campus.
	I understand that I cannot perform any work until I am approved to do so by Campus Recreation administration and that I can only perform work within the stated time frame on my coaching agreement.
	I understand that it is recommended that I hold a current CPR/AED/First Aid certification.
	I understand that while the club students are my direct supervisors, Campus Recreation and University administration has ultimate oversight and authority over all club operations and contract agreements.
	I understand that the University reserves the right to dismiss a club coach for cause at any time. A coach may be released or suspended from their duties by either the Sports Club leadership or the Director of Campus Recreation with 10 days notice. *Campus Recreation reserves the right to immediately suspend or terminate an agreement at any time if the coach violates University policy.

I have read all the above and acknowledge and understand all policies as written on this document and as stated in the coaching section in the Sport Club Handbook.

Print Name

Signature

Date