



SPORT CLUBS INSTRUCTOR/COACHING AGREEMENT

Club Name: _____ Academic Year: _____

Instructor/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: _____

Instructor/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 Kent 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 instructor/coach should restrict his/her involvement to instructing and coaching and should not have an active involvement in club management. A sports club is first and foremost a student organization and as such, the student representative must serve as the liaison between the club and the Sport Clubs staff, not the instructor/coach. The key to the success of the Sport Clubs program is the emphasis placed on student leadership and participation.
- _____ 2. The instructor/coach agrees to abide by all rules and policies of Kent State University, the employing club, the Sport Club staff, The Department of Recreational Services, and any on-campus or off-campus department/agency. Any failure to comply may be grounds for immediate termination of this contract.
- _____ 3. The instructor/coaching agreement will be reviewed by the Sport Clubs Director. 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 Sport Clubs Director.
- _____ 4. The instructor/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 instructor/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 instructor/coaching services identified in this agreement.

- _____ 6. The instructor/coach agrees to operate in good faith and shall promote fair play and sportsmanship.
- _____ 7. The instructor/coach is considered a role model for participants of the named sport club; therefore, the instructor/coach will conduct him/herself in a professional manner maintaining the highest integrity and ethical standards to maintain appropriate standards as required by the Kent State University Sport Clubs program. The instructor/coach will not make any demands on a participant that is inconsistent with the Sport Club Guidelines and/or Kent State University Policy Register or in any way compromise the participant's academic requirements.
- _____ 8. The instructor/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 Instructor/Coach's instruction, training methods, or any other methods utilized by Instructor/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 Instructor/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 Instructor/Coach will be responsible for the conduct of their players and understands that he/she may be held accountable to address any misconduct and/or unsportsmanlike behavior. The instructor/coach must immediately notify the Sport Clubs Director of any situation that might violate the Sport Club's Standards of Conduct whether by the instructor/coach or if by participants in the clubs' activities.
- _____ 10. The instructor/coach must notify the Sport Club Director of any participant actions, activities, etc. which may potentially cause harm to the participants, the club, the sport club program, or to Kent State University.
- _____ 11. The instructor/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 instructor/coach is strictly a voluntary position unless otherwise approved the Sport Club Director, and/or Recreation Director, and/or Vice President of EMSA, and/or Office of Human Resources, and/or Payroll and Compensation Department. Nothing herein shall be construed to create an agency relationship between the University and Instructor/Coach, or any employment relationship between Instructor/Coach and any staff member provided by KSU to perform the services under this Agreement. Instructor/Coach will not represent to be or hold itself out as an agent or employee of the University at any time during the term of this Agreement.

Coach Name: _____

- _____ 13. Instructors/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 Sport Clubs Director.
- _____ 14. Instructor/Coach agrees to indemnify and to hold KSU harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Instructor/Coach's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Instructor/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, Kent 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 instructor/coaches must renew their agreements every year. As parties to this agreement, the Instructor/Coach and the Sport 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 Sport Clubs Director.

The agreement to instruct/coach becomes effective when signed by the instructor/coach, club president, and Sport Club Director.

Instructor/Coach Name: _____

Instructor/Coach Signature: _____ Date: _____

Club President Name: _____

Club President Signature: _____ Date: _____

Club Sport Director Name: _____

Club Sport Director Signature: _____ Date: _____