

CONTRACT FOR ATHLETIC TEAM COACH

(Walk-On)

This employment agreement ("Contract") is made by and between _____ ("Coach") and the Oroville Union High School District ("District"). District desire to fill a temporary opening for an Athletic Team Coach and Coach desires to accept employment in accordance with the term of this Contract.

RECITALS

- A. **Short-Term Opening (Walk-On)**. District desires to fill a short-term opening for the time period shown below and is empowered by law to hire short-term employees. Short-term employees are not part of the District's classified or certificated service.
- 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 represent 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 Short-Term 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.

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 supervision 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.

6. Compensation

Coach accepts the nominal compensation of \$_____ for performance of the coaching duties. Compensation will be paid at the end of the season. 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. 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 an at-will employee. Coach specifically acknowledges that this Contract does not establish any right to probationary or permanent employment status.

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 entitlement or benefits. Coach voluntarily and knowingly waives all rights to all such benefits to the maximum extent permitted by law.

9. Termination

Coach agrees that as an at-will employee, the District may legally terminate Coach during the term of this contract for any reason without cause, due process, a statement of reasons, or a hearing. However, should District decide to terminate Coach's employment, the Superintendent or designee will meet with coach to discuss the reason(s) for such termination. Expiration of the Contract does not constitute a termination.

10. Offer of Employment

Coach agrees that payment of the compensation is contingent on a pre- and post-season equipment inventory, return of uniforms and equipment, and/or bills to students with lost or damaged uniforms and/or equipment. Additionally, district keys must be returned to Coach's direct supervisor or the athletic director. A season evaluation shall be scheduled with the Coach's direct supervisor, the athletic director or head coach.

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.

12. Tax/Retirement Liability

The District does not make any representation or warranty with respect to the tax or retirement consequences of Coach's employment, including but not limited to, whether specific forms of compensation are creditable for retirement purposes or whether compensation exceeds the earning 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)

Date: _____

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 statement 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 statement on my application or any other documents I submitted in connection with my application or prospective employment in the District such statement shall be sufficient for immediate dismissal.

By: _____
(Coach)

Date: _____

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