

The College of New Jersey
SPORT CLUB COACH/INSTRUCTOR AGREEMENT

Please Print

Sport Club: _____

Coach/Instructor Name: _____

Position: _____

Address: _____

City/Zip: _____

Email Address: _____

Phone Number: _____

Date Service Begins: _____

Date Service Ends: _____

I, agree to be the Coach/Instructor of the above named Sport Club. I understand and accept the roles, responsibilities, and authority of this position as described below and in the position description provided to me by the Sport Club.

In accepting this position, I further understand:

1. The Coach/Instructor will be classified as a Contingent Worker for The College of New Jersey.
 - The College of New Jersey ("TCNJ" or the "College") defines Contingent Workers, Associated Educators, and Contractors as individuals who are working or providing a service at the College either as independent contractor who has contracted with the College or as an employee or agent of other institutions or organizations pursuant to contracts between the College and those other institutions or organizations. For purposes of the Family Educational Rights and Privacy Act of 1974 (FERPA), the College designates those individuals as "school officials." Contingent Workers, Associated Educators, and Contractors are not members of either the faculty or the staff of TCNJ.
2. The Coach/Instructor understands that approval of this agreement and Contingent Worker status is contingent on a successful background check.
3. The Coach/Instructor understands that being classified as a Contingent Workers grants them access to a TCNJ ID, TCNJ email address, and parking permit, should they request it.
4. The Coach/Instructor must be aware of and follow all College and Recreation and Wellness, functional area of the Office of Student Life, policies and procedures relative to the College's Sport Clubs Program.
5. The Coach/Instructor's duties shall include coaching and teaching the Sport Club in practice and competition. The Coach/Instructor should refrain from participating in other areas of Sport Club management since the Sport Club is a student organization. The Sport Club student officers are expected to serve as the liaison between the Sport Club and Recreation and Wellness. The key to the success of the Sport Clubs Program has been the continued emphasis on student leadership and participation.
6. The Coach/Instructor shall attend all practices and competitions.
7. The Coach/Instructor shall develop and employ appropriate safety procedures.
8. The Coach/Instructor shall promote good sportsmanship on and off the field.
9. Sport Club business matters (hosting tournaments, submitting forms, facility, and equipment requests) must be handled by the student members with the Coach/Instructor serving in an advisory capacity. Sport Club activities and events should be a team effort and not left solely to the Coach/Instructor or student officers.

10. Participation in the Sport Clubs Program is completely voluntary. Therefore, monetary compensation, rewards or scholarships shall not be permitted or given to any player or prospective player by the Coach/Instructor.
11. The Sport Club Council will not recognize or fund a club sport who employs or retains a coach that has not met expectations set forth in this agreement.
12. The Sport Club may, in its sole discretion relieve the Coach/Instructor of their duties.
13. The Coach/Instructor must be recommended by the Sport Club members and must make a determination regarding renewal of their Coach's Agreement Form each academic year. Continuation of coaching duties is not automatic.
14. It is recommended that the Coach/Instructor purchase their own medical and liability insurance.

Payment Conditions:

Payment of \$ _____ per _____ (i.e. month, semester) will be issued on _____ (e.g., the first of every month, the last day of the semester). The first payment will be issued on _____ (include date) and the last payment will be issued on _____ (include date). Payments will stop if the Coach/Instructor is terminated or resigns from his or her position.

Additional Comments/Benefits (Optional):

The Coach/Instructor must complete or renew this Sport Club Coach/Instructor Agreement in each semester for which they plan to serve as a coach/instructor. As parties to this agreement, the Coach/Instructor and the Sport Club understand that either party may terminate this agreement at any time one party feels the obligations assumed by the other party are not being met. Notice of Termination by either the Coach/Instructor or the Sport Club must be in writing with the reasons for termination stated, and a copy of the termination must be provided by Recreation and Wellness.

This agreement becomes effective when signed by the Coach/Instructor, Sport Club President, and Sport Club Treasurer.

Please indicate your acceptance of this agreement by signing below.

Coach/Instructor Name (please print)

Signature

Date

Contact Phone Number

Email Address

Club President Name (please print)

Signature

Date

Contact Phone Number

Email Address

Sport Club Treasurer Name

Signature

Date

Contact Phone Number

Email Address

This form should be given to Recreation and Wellness with a copy of up to date CPR, First Aid, and AED Certifications, proof of completion of the CDC Heads Up Concussion Training Course and sport specific coaching certifications required by the specific Sport Club's governing bodies. An attached and completed W9 is also required.

Sport Club Standard Terms and Conditions Coaching Agreement Addendum

Parties; Incorporation and Priority; Enforceability and Liability

The parties to the Contract are: _____ (“Sport Club”) and _____ (“Coach”).

This “Sport Club Standard Terms and Conditions Contract Addendum” (the “Addendum”) is hereby incorporated into that contract between Sport Club and Coach (the or this “Contract”). To the extent that the terms of the Addendum conflict with the terms of the remainder of the Contract, the terms of the Addendum shall prevail.

The College of New Jersey (“TCNJ” or the “College”) is a State of New Jersey public institution of higher education. Sport Club is an unincorporated association of TCNJ students recognized by the Student Government of the College (“SG”) and may receive funding through the Student Finance Board of the College (“SFB”) or the Sport Club Council (“SCC”). However, Sport Club is not the College or a constituent part of the College or the State. Contracts between Sport Club and any other party, including this Contract, are not binding upon or enforceable against the College, the State of New Jersey, SG, SCC or SFB (“College Entities”); nor shall College Entities be responsible or liable in any way for the actions or inactions of Sport Club or its members pursuant to the Contract or otherwise. Likewise, any such contract to which Sport Club is a party, including this Contract, shall not be binding upon or enforceable against any student members or officers of Sport Club (including anyone who signed the Contract for or on behalf of Sport Club) nor shall such student members or officers be personally responsible or liable for the actions or inactions of Sport Club under such Contract or otherwise.

Indemnity and Insurance

Notwithstanding anything else in the Contract to the contrary, Sport Club shall not be obligated to defend or indemnify Coach.

Limitation of Liability

The liability (including attorney's fees and all other costs) of Sport Club for any claim for damages relating to this Contract shall not exceed the fees Sport Club is obligated to pay coach for the portion of the services to which the claim relates. In no event shall Sport Club be liable for any lost profits; lost business opportunity; or consequential, special, incidental, exemplary or punitive damages arising out of or related to this Contract; nor shall Sport Club be liable for contracts between Coach and Sport Club members.

Choice and Conflicts of Law; Jurisdiction and Venue

This Contract shall be deemed to have been made and shall be construed, interpreted and governed in accordance with the laws of the State of New Jersey, without giving effect to the choice or conflict of laws principles thereof. Any legal action or proceeding with respect to this Contract must be brought in Mercer County, New Jersey in the courts of the State of New Jersey or of the United States for the District of New Jersey, and Vendor hereby irrevocably accepts the jurisdiction of such courts.

Sport Club Representative

Coach

Signature

Signature

Print Name

Print Name

E-board Position

Title (*Head Coach, Assistant Coach, etc.*)