The Ramona Swim Team, hereby named as RST, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree as follows:

1. CONTRACT. RST hereby contracts **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** for services as an Assistant Coach and accepts the terms and conditions set forth below.
2. POSITION: SCOPE OF CONTRACT. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** shall serve as an Assistant Coach for RST and shall have the duties and authority as specified by RST, which may be modified from time to time.
	1. ENTIRE TIME AND EFFORT: You shall devote your full working time, attention, abilities, skill, labor and efforts to the performance of your contract. You shall not directly or indirectly engage in any other business activity that will in any way interfere with the performance of your duties under this Agreement, except with the prior written consent of RST.
	2. DUTIES AND RESPONSIBILITIES OF INSTRUCTOR. You have the duties and responsibilities to assist and implement swim instruction for all teams under the supervision of the Head Coach and Lead Blue Team Coach. In this capacity, you are responsible for assigned program operations and report directly to the Head Coach. You will fulfill the duties and responsibilities enumerated herein.
		1. **During the period of this contract, you will be scheduled to work as Assistant Coach any time Monday through Thursday from 3:15 to 8:15 pm and/or Tuesday/Friday 5:15- 7:15 am.** Additional days and times may be scheduled as needed if agreed upon by both parties. This schedule may be adjusted if mutually agreed upon by both parties.
		2. Assistant Coach
			1. Instructor-athlete interaction
				1. Works with all individuals
				2. Uses encouragement, praise, constructive criticism
				3. Uses goal setting
				4. Uses appropriate discipline
				5. Encourages swimmers to attend meets
			2. Teaching Skills
				1. Uses demonstrations, presentations, and questions as teaching tools
				2. Provides constructive feedback
				3. Teaches using team progressions and drills
			3. Practice Management
				1. Arrives early (at least 15 minutes before practice starts)
				2. Workout is planned (written) and supports the season plan.
				3. Workout begins on time
				4. Athletes are kept productive throughout practice
				5. Puts in lane lines
				6. Puts equipment and lane lines away
				7. Distributes best time ribbons and meet ribbons immediately after meets
				8. Effectively communicates with fellow staff members daily
				9. Monitors performance of fellow staff members, instructors and assistants
				10. Tracks attendance daily
			4. Appearance and Behavior
				1. Wears team colors and professional attire
				2. If getting in the water to assist swimmers, the one-piece swimsuit must fully cover buttocks and breast areas or shorts will be worn.
				3. Positive role model
			5. Team Management
				1. Attends seasonal awards banquet
		3. Maintain professional contacts and continued education.
			1. You may attend an ASCA Clinic (or some other professional development program) and the USA Swimming Aquatics Convention.
			2. You will maintain membership in USA Swimming and the ASCA.
			3. You will complete at least one continued education course during the course of this contract.
		4. Maintain effective communication with Coaches, Board and parents.
			1. Ensure the Head Coach receives all required paperwork in a timely fashion.
			2. Read all information given to them by Coaches, Board or parents.
			3. You will be available by appointment to meet with any RST Parent or BOD.
			4. Report disciplinary action involving swimmers, parents, or coaches to the Head Coach in a timely fashion.
		5. Operate with financial integrity
			1. Ensure any money collected is given to the supervising Instructor or treasurer immediately.
			2. You shall not have the authority to contractually bind RST as a party or principal to any agreements without written consent of the BOD.
3. TERM OF AGREEMENT. The Term of this agreement shall run for a period of 12 months commencing on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** A formal evaluation of your performance will be completed by the Head Coach at a minimum of every 12 months.
4. COMPENSATION. RST shall pay you a base salary of **$\_\_\_\_\_\_\_\_\_\_\_\_ per hour you are on deck coaching practices. You are also permitted to participate as a swimmer on the RST free of charge (swim meet fees are your responsibility). Your base salary shall be evaluated each season and may be increased based on your performance determined from the evaluation and attendance at scheduled practices.**
	1. You will complete a timecard electronically weekly and submit via email to the Head Coach by Friday via email.
	2. The Bookkeeper will process all paychecks and will distribute to you on the 1st and 15th of each month.
	3. RST will reimburse you for all authorized travel when expenses are submitted, documented, and itemized and submitted to the Treasurer. Travel expenses are to be submitted not more than two weeks after authorized travel. Payment shall be made within two weeks of presentation of expense form.
	4. Travel will be reimbursed by the RST for reasonable transportation, lodging, and business phone expenses, plus thirty dollars ($30) per day when travel requires overnight accommodations.
	5. RST shall pay USA Swimming dues in your name each year.
	6. RST may reimburse you for documented and itemized expenses not listed above, which it deems to be reasonable and necessary.
	7. You shall notify the Head Coach in writing at least one week prior to necessary time off.
	8. You MAY be reimbursed for completed pre-employment training requirements after successfully completing 3 months of continuous service with the team after Board approval.
5. TERMINATION OF CONTRACT. Your Services may be terminated with cause as below in 5.1. Dismissal without cause will result in payment of a lump sum of 1/2 of the remaining total months on the existing contract. Upon termination, with or without cause or notice, you shall be entitled to all accrued and unpaid salary.
	1. Termination Without NoticeRST may terminate your contract without notice upon the happening of any of the following events:
		1. Your Death
		2. Fraud or misrepresentation by you
		3. Theft or conversion or property and/or assets of RST.
		4. Misuse of alcohol, any drug or intoxicant, or use of any illicit drug by you.
		5. Final conviction of felony offense
		6. Any act, omission of duty or conduct by you that brings discredit or injury to the reputation of RST.
		7. You willfully breach or habitual neglect of your duties.
		8. Excessive/frequent absence without approval; or
		9. RST’s cessation of business.
	2. The RST may terminate the contract at any time by mutual agreement provided 30 day written notice is given.
6. ARBITRATION. You and Board agree that any unresolved dispute that may arise under the provisions of this agreement shall be submitted to binding arbitration to the American Arbitration Association in accordance with the rules of the American Arbitration Association. The written determination of the arbitrator shall be binding, final and conclusive on the parties. You understand that RST may be represented by an attorney in such proceedings at your cost, and you agrees that arbitration shall be the exclusive method of resolving disputes relating to your contract by RST, the termination of such contract, or any other provision of this agreement. If RST or you initiate a suit for injunctive relief, any ancillary or cross-complaint for damages shall be submitted for arbitration, unless RST expressly waives such procedure in writing.
7. MISCELLANEOUS.
	1. Choice of Law, Jurisdiction, Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, including its conflict of laws rules. The exclusive jurisdiction and venue of any arbitration or legal proceeding by either party under this Agreement shall be in San Diego, California.
	2. Entire Agreement. This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations, contract, or agreements. This/here are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
	3. Failure to fulfill duties and responsibilities will be considered a breach of this contract and may result in a written warning. The warning will identify corrective action and will include specified time frames for correction. Failure to correct such items within the specified time frame, may result in further disciplinary actions up to and including termination.
	4. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision will continue in full force and effect, and shall in no way be impaired or invalidated.

Signed For Ramona Swim Team:Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Treasurer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Gina Lucas