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

1. CONTRACT. RST hereby contracts \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for services as an Instructor and accepts the terms and conditions set forth below.
2. POSITION: SCOPE OF CONTRACT. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** shall serve as Instructor 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 the Stroke School teams under the supervision of the Head Coach. In this capacity, you are responsible for assigned program operations and report directly to Head Coach. You will fulfill the duties and responsibilities enumerated herein.
      1. Instructor
         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. Lesson is planned (written)
            3. Lesson begins on time
            4. Athletes are kept productive throughout practice
            5. Puts in lane lines
            6. Puts equipment and lane lines away
            7. Effectively communicates with fellow staff members daily
            8. Monitors performance of fellow staff members, instructors and assistants
            9. Tracks attendance daily
         4. Appearance and Behavior
            1. Wears team colors and professional attire
            2. Positive role model
         5. Team Management
            1. Attends seasonal awards banquet
      2. 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 complete at least one continued education course during the course of this contract.
      3. Maintain effective communication with Coaches, Board and parents.
         1. Ensure the Head Coach and Lead Coaches receive 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 President in a timely fashion.
      4. Present a professional image at all practices, meets, and games.
         1. You will not discuss any personal aspects of your life, sexual issues, political issues or religious preferences or beliefs with children unless prior approval from the Board of Directors is approved.
         2. You will wear team shirts and colors. The following dress code is required while on deck at practice or in attendance at any swim meets. All items listed should be clean and neat in their appearance:
            1. The RST will provide each Instructor with two (2) team shirts. Instructors may also opt to wear any apparel or a solid color shirt that is not provocative. Team colors are required.
            2. You may be issued a team parka for use during employment. The parka is to be returned in the same condition issued upon termination of employment.
            3. Pants or mid-thigh shorts will be worn. Instructors may also opt to wear any team sponsored apparel. Shorts should not be provocative. Again team colors are required.
            4. Safe deck shoes should be worn at all times.
            5. Hats, visors, and caps may be worn. They should be plain in color or team sponsored apparel. Team colors are required.
            6. Jackets, parkas, sweatshirts, sweatpants may be worn when needed. They should be plain (no promotional slogans or logos larger than 2 inches other than RST). Team colors are required.
         3. Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
         4. Sideburns, moustaches, and beards should be neatly trimmed.
         5. Existing tattoos may be visible if approved prior to hire by the Board of Directors. Tattoos received during or after this contract must not be visible and should be covered by clothing or tape.
         6. Body piercing (other than earrings) and tongue studs should not be visible. It is required that they be fully covered by clothing or taped.
      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 commence September 1, 2019 and run for a period of 12 months. A formal evaluation of your performance will be completed by the Head Coach at the end of every season.
4. COMPENSATION. RST shall pay you a base salary of **$12.00 per hour you are on deck coaching practices, including a 15-minute preparation time before practice and a 15-minute clean up time after practice.** 
   1. You will complete a timecard electronically weekly and submit via email to the Head Coach and Bookkeeper every 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 shall pay USA Swimming Non-Athlete Registration dues in your name each year if required by the club.
   4. RST may reimburse you for documented and itemized expenses not listed above, which it deems to be reasonable and necessary.
   5. You shall notify RST in writing at least one week prior to necessary time off.
   6. You will not be allowed to instruct on deck alone and you must be supervised by a SwimAmerica Site Supervisor or USA Swimming Certified coach.
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.
         1. All staff must agree to random drug testing.
      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 initiates 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Head Coach

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