



COACHING AGREEMENT

This Coaching Agreement (the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, (the “**Coach**”) with an address of _____ and _____, (the “**School**”) with an address of _____ and the Virgin Islands Department of Education, with an address of 1834 Kongens Gade, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802-6746 (the “**Department**”), collectively “the **Parties.**” **Purpose of Agreement:**

The purpose of this Agreement is to develop a coaching relationship between the parties wherein the Coach is responsible for coaching and providing direction to student-athletes of the school, so that they might achieve a high level of skill, as well as an appreciation for discipline, sportsmanship and teamwork.

The Parties agree as follows:

1. Coaching Goals. The school wishes to obtain the Coach’s services in order to achieve the following goals: • Prepare the team, both physically and mentally, for athletic competition • Motivate the team to perform/compete at optimal level • Encourage a high level of teamwork and sportsmanship among teammates • Ensure that the team understands the basic fundamentals of the sport • Establish SMART (Specific, Measurable, Attainable, Realistic, Time-bound) goals for team and individual players.

2. Team. The Coach agrees to coach the following team: **Sport:** _____

School Year: _____ **Level:** _____ **Gender:** _____

3. Affiliation. The Coach is/is not affiliated with the American Federation of Teachers.

AFT

NON-AFT

4. **Stipends.** In exchange for coaching the team in the stated position, the Department agrees to pay the Coach the following amount:

Position: _____ **Stipend:** _____

5. **Method of payment.** The coaching stipend shall be paid in a lump sum amount at the end of the season after the successful completion of all duties and after the completion and submission of a Coaching Stipend Request form with supporting documents.

6. **Coaching Qualification.** See Addendum A.

7. **Duties & Responsibilities.** See Addendum B.

8. **Termination of Agreement.** The Coach can be terminated from this agreement for cause.

See Addendum C.

9. **Limited Liability.** The Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the school for any indirect, consequential or special damages. Notwithstanding any damages that the school may incur, the Coach's entire liability under this Agreement, and the school's exclusive remedy, shall be limited to the amount actually paid by the School to the Coach under this Agreement for all coaching services rendered through and including the termination date. The school agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

10. **Entire Agreement.** This document reflects the entire agreement between the Coach and the School and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by the Coach, the School and the Department.

11. **Limitations.** The Coach is limited to entering into a maximum of two (2) coaching agreements per school year for pay.

12. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States Virgin Islands. The Parties each represent that they have the authority to enter into this Agreement.

13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the United States Virgin Islands, without giving effect to any conflicts of law's provisions.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"COACH"

Name: _____

Coach's Name

Signed: _____ Date: _____

Coach's Signature

"SCHOOL"

Name: _____

Principal's Name

Signed: _____ Date: _____

Principal's Signature

"DIVISION"

Name: _____

DSA Director's Name

Signed: _____ Date: _____

DSA Director's Signature

ADDENDUM A

QUALIFICATIONS FOR COACH'S HIRING

To be hired to perform this job, an individual must be certified in each of the following fields. The requirements listed below are representative of the knowledge, skills and/or abilities required for the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Required Certification

- I. Specific Sport Coaching Theory
- II. Fundamentals of Coaching
- III.** First Aid, Health and Safety
- IV.** The Collapsed Students
- V.** Concussion Students
- VI.** Protecting Students from Abuse

Additional requirement

- VII.** Submission of police background check.

Additional requirement for non-VI Department of Education (VIDE) employees

- VIII.** Registration as a volunteer with the Human Resources Division

ADDENDUM B

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Follows and maintains knowledge of all appropriate rules and regulations.
2. Ensures that appropriate rules and regulations are explained to all athletes, parents and/ or guardians.
3. Ensures that all student athletes are eligible academically, and also possesses the required medical insurance. The student athlete must also be in good physical condition.
4. Enforces all policies related to discipline and emphasizes sportsmanship and healthy lifestyles.

5. Instructs and demonstrates the techniques necessary for individual, as well as team achievement.
6. Ensures that appropriate rules and regulations are explained to all athletes, parents and/ or guardians.
7. Plans, prepares and develops activities in conjunction with the Phys Ed Chair that enhances team play during practices and games.
8. Ensures that a certified coach is present at all practices and games.
9. Develops appropriate training programs and practice schedules.
10. Ensures that all equipment and uniforms are thoroughly cleaned, stored and maintained, as well as regularly inventoried and updated.
11. Ensures that all team members have left the practice or game site in the presence of a responsible adult after every game and/or practice.
12. Secures all school facilities/properties after games and practices.
13. Coordinates and arranges transportation for athletic participants.
14. Completes and submits all required documentation for inter-island and off-island travel to the school's administration and the Division of Sports and Athletics. The documentation must be submitted prior to deadlines set by the DSA.
15. Maintains necessary records and completes all required paperwork.
16. Ensures that all athletes have all current forms necessary for participation in competitions.
17. Ensures that team rosters are submitted to Phys Ed Chair for approval at least one week prior to first game of season.
18. Ensures that all changes to student information are submitted immediately to Phys Ed Chair for approval.
19. Ensures that lists of inventories, season statistics and award winners are submitted to Phys Ed Chair upon completion of sport season.
20. Ensures that all confidential records and inquiries are properly maintained and secured.
21. Ensures that all financial policies of the Department are adhered to as it pertains to the collection and disbursement of Department funds.
22. Ensures that expense reports, complete with receipts, are submitted within five (5) days of the completion of travel.
23. Makes recommendations regarding the purchase of uniforms, equipment and supplies.

24. Ensures the appropriate behavior of student athletes by providing supervision at all games and practices.
25. In the event that any injury more serious than a minor scrape or bruise occurs to a student athlete, ensures that the parents/guardians are contacted immediately, and that the student athlete is seen as soon as possible by a medical professional.
26. Ensures that an injury report is completed for all injury occurring during practices or games. The report should be submitted within 24 hours of the injury.
27. Ensures that all adults associated with the team has been approved by the Phys Ed Chair.
28. Consults with the Division of Sports and Athletics regarding any off-season training program.
29. Ensures that the team is represented at all clinics and coaches' meetings sponsored by the Department.
30. Ensures that members of coaching staff have the required certification and training.
31. Chaperones and assists with the supervision of team participation in District and Territorial non-sporting events such as meetings, fundraisers, parades and awards events.

Note: *This is not necessarily an exhaustive or all-inclusive list of responsibilities, skills, duties, requirements, efforts, functions or working conditions associated with the job. The school district may add to, modify or delete any aspect of this job (or the position itself) at any time as it deems advisable.*

ADDENDUM C

CONDUCT THAT CAN LEAD TO TERMINATION OF COACHING DUTIES

1. The Coach knowingly violates school, district or governing athletic association rules, or is aware that others in his or her administration have violated any established rules and fails to report the violations.
2. The Coach fails to carry out the duties as specified in the contract and fails to implement corrective measures.
3. The Coach is convicted of a crime.

4. The Coach commits misconduct that harms the reputation of the Virgin Islands Department of Education.
5. The Coach participates in fraudulent activities (i.e. falsification of records or condoning employees who do).
6. The Coach becomes disabled.
7. The Coach uses illegal substances and/or prescription drugs which impairs the coach's ability to perform his/her duties.
8. The Coach commits acts of violence, whether or not they result in public prosecution.
9. The Coach is found guilty of any misconduct involving a student.
10. The Coach forfeits more than 2 games.