

Coaching Agreement

Northern Stars Volleyball Club & Northshore Rockets Volleyball Club

This declaration is made by: (the 'Coach')

Validity period: Valid until/...../..... OR end of the season.

SIGNED By the Coach; Date:/...../.....

Northern Stars Volleyball Club & Northshore Rockets Volleyball Club

Coaching Agreement

1. Coaching obligations, expectations and conduct

1.1 The coach for the team shall:

- (a) coach volleyball for the club to the best of the Coach's skill and ability;
- (b) conduct themselves with propriety and decorum and refrain from any conduct which may prejudice or lessen the value of their services as a coach for the Club;
- (c) abide by the constitution, rules and by-laws of the Club;
- (d) encourage public recognition and support for the Club;
- (e) attend at least 65% of official matches and 80% of training sessions. In cases of foreseen reasonable absence or game clashes with the Coaches playing team, a replacement coach must be arranged. This can be done through the coach's chat.
- (f) submit notice of absence to the Coaching Coordinator to monitor the attendance record and the Coache's compliance with sub-clause (e);
- (g) obey all reasonable directions of the President and Secretary of the Club;
- (h) complete the post-training venue checklist to ensure the venue cleanliness is maintained, and that any damage is reported;
- (i) maintain the relevant coaching accreditation (minimum VA Level 1) and Working with Children Check;
- (j) comply with any applicable rules, regulations and policies mandated by Volleyball WA.
- (k) not play or train with any other Club or team participating in the Western Australian Volleyball League (WAVL) without first obtaining the consent in writing of the Club.
- (l) treat everyone fairly within the context of their activity, regardless of gender, place of origin, colour, sexual orientation, religion, political belief or economic status;
- (m) direct comments of criticism at the performance rather than the athlete;
- (n) never advocate or condone the use of alcohol or drugs or other banned performance enhancing substances;
- (o) at no time become intimately or sexually involved with their athletes;
- (p) treat opposing players and officials with due respect;
- (q) in the case of minors, communicate and corporate with the athletes parents or legal guardians, involving them in management decisions pertaining to their child's development.

2. Health and safety

2.1 The coach acknowledges that they have obligations under the Work Health and Safety Act 2020 (WA), including the obligation to ensure so far as is practicable that persons are not exposed to risks to their health or safety arising from the performance of the Services.

3. Coaching Accreditations

3.1 All coaches must have a Level 1 Volleyball Australia Coaching Accreditation and must attend the Level 2 practical session (run internally on an annual basis). In cases of exceptional circumstances inhibiting participation to the in-person practical session,

permission may be obtained to attend a supplementary session run by the President or the Coaching Coordinator.

4. Confidentiality

4.1 The Coach agrees that they will not at any time, whether during the Term of this agreement or after its termination, disclose any confidential information obtained during or incidental to the performance of the Services under this agreement.

4.2 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, made or acquired by the Coach in or incidental to the performance of the Services under this agreement shall be the property of the Club upon termination of this agreement.

5. Marketing and sponsorship

5.1 The Coach authorises the use by the Club of the Coach's name, fame, image, signature, voice, visual portrayal and reputation in the context of the sport for the purposes of advertising, promoting and marketing the Club in a reasonable manner and the Club shall further be entitled to sub-license the rights granted in this clause to any and all sponsors of the Club for reasonable use. This clause survives expiry of this agreement.

5.2 Without in any way limiting **clause 10.3**, the Club may for the purposes of sponsorship, advertising, promotion and marketing:

- (a) use any portrait photographs of the team which includes the Coach;
- (b) use and photographs, videos, or other media containing images of the Coach engaged in training or in competition.

6. Dispute resolution

6.1 If a dispute arises out of or in relation to this agreement, the parties will confer in good faith with a view of resolving the matter in accordance with the following procedure:

- (a) Should any matter occur which gives cause for concern to the Coach, they will raise such matter with the Coaching Coordinator;
- (b) Should any matter occur which gives cause for concern to the Coaching Coordinator or a member of the Clubs Committee, its delegate(s) (MPIO) will raise such matter with the Coach;
- (c) If the matter is not settled, it must be discussed between the Coach and a delegate of the Committee (MPIO) in the presence of their respectively nominated mediator.
- (d) If the matter is still not resolved, the formal dispute resolution as documented in the Clubs constitution will be followed.

The parties agree to attempt to resolve any dispute in accordance with the procedure set out in clause 6.1, prior to taking further action or commencing any proceedings in a Court of law.

7. Coaching payments

7.1 Payments will be made as an honorarium payment equivalent to the Coaches in-season fees. In the case of co-coaches, the honorarium payment will be equivalent to 50% of the Coaches in-season fees.

Any other arrangement must be approved by the President and Treasurer.

8. Termination

8.1 Either party may terminate this agreement by giving the other party not less than fourteen (14) days notice in writing. Unless otherwise agreed, the Coach shall be required to continue performing the Services during the notice period.

8.2 In addition the Club may terminate this agreement without notice if the Coach:

- (a) Is substantially failing to comply with the terms of this agreement
- (b) Has been convicted of an indictable offence.

9. Complete agreement/variation

9.1 This agreement records the Club's complete agreement with the Coach in relation to the provision of the Services. It replaces all written or oral agreements or understandings. If the Club agrees to vary any term of this agreement, it must be recorded in writing and signed by both parties involved before it is valid.