



Acacia Calisthenics Club
14 Follett Close, Totness SA 5250
admin@adelaidehillscalisthenics.com.au

ACACIA COACHING AGREEMENT

By accepting a coaching position at Acacia Calisthenics Club you are automatically accepting this agreement.

Contract between Acacia Calisthenics "the Club" and ALL COACHES

TERMS

1. The coach will be engaged by the Club for the calisthenics season opening school term 4 and concluding end school term 3, or the end of year concert, whichever occurs later.
2. The club will pay the coach (or head coach where there is more than one coach) for services in the following manner:
 - 2.1. the sum of \$15/hour for classes conducted solely by the coach, unless other terms have been agreed on by the president in writing;
 - 2.2. the sum of \$10/hour for head coach for classes conducted by the head coach with an assistant coach (excludes demonstrators);
 - 2.3. the sum of \$5/hour for assistant coach for classes conducted by the head coach with an assistant coach (excludes demonstrators).
3. Payments will be made to the coach on term by term basis at the conclusion of each term or deducted from coaches' participation fees for the following term.
4. The coach acknowledges that this agreement does not constitute the formation of a relationship of employer-employee between the Club and the coach or the assistant coach.
5. Qualified Level 1 coaches will ensure their CALSAC credentials are kept up to date and all requirements stipulated by CALSAC are met.
6. Trainee Level 1 coaches will ensure their CALSAC credentials are kept up to date and all requirements stipulated by CALSAC are met.
7. Trainee Level 1 coaches will be reimbursed for CALSAC Cadent and Level 1 coaching courses only. Coaches acknowledge that reimbursement of above expenses will only be reimbursed on:
 - 7.1. completion of all CALSAC requirements for Level 1 coaching accreditation;
 - 7.2. completion of two years continuous coaching at the Club.
8. The coach will attend all classes conducted by the Club. If the coach is unable to attend any classes, the coach will arrange for:
 - 8.1. a replacement coach to attend. Any replacement coach must be acceptable to the President of the Club. Any replacement coach must be fully qualified in the same manner as set out in paragraph five (5) above; or
 - 8.2. a make-up lesson at a convenient time for both coach and parents of team members; and
 - 8.3. cancellation of any lesson must be approved by the President or Principal coach in writing minimum 24 hours prior to the expected lesson time.
9. The coach may engage the services of an assistant coach or demonstrator at his/her own expense and at the approval of the President.
10. The assistant coaches/demonstrators will be subject to the directions of the President and Principal coach and head coach.
11. The club will be responsible for the payment of fees any other expenses including and limited to:
 - 11.1. Costumes, up to \$15 per costume;
 - 11.2. good luck gifts, up to \$50 per team.
12. All other expenses not listed in section 11 must be approved by the President in writing.

13. The Club will provide all the equipment necessary to enable the coach to undertake the agreed duties, excluding uniform, clubs, rods and aesthetics skirts. The coach may provide any other equipment with the prior written approval of the President or at their own expense.

DUTIES OF THE COACH

14. The duties of the coach include (but are not limited to):
 - 14.1. grading members of the club into the most appropriate standard of class having regard to the standard or proficiency of each member;
 - 14.2. correcting techniques;
 - 14.3. promoting amongst the members an understanding and appreciation of the rules of calisthenics;
 - 14.4. discussing the progress of any member with the member's parents/guardians at the completion of the class, if requested by a parent;
 - 14.5. generally instilling and promoting amongst the members an enthusiasm and proficiency for calisthenics;
 - 14.6. during all calisthenics classes conducted by the coach, the coach will be in charge of the classes and will be responsible for the discipline of the students engaged in the classes. That notwithstanding, the coach will not have the right to exclude any student from a class, except in emergencies, for whatever reason but may bring such matter to the attention of the Principal coach or President whose determination thereon shall be final.

COACHES CODE OF CONDUCT

15. All coaches will ensure that they act in the best interests of the club at all times. Coaches will endeavour to uphold the following to the best of their ability:
 - 15.1. maintain a standard of professional behaviour and conduct in the best interests of the club, other coaches, members and their families;
 - 15.2. respect the rights, dignity and worth of all individuals within the context of their involvement in the club, by refraining from any discriminatory practices including, but not limited to, discrimination on the basis of race, religion, gender, ethnic background, special ability/disability or sexual orientation, preference or identity;
 - 15.3. be reasonable in the demands I make on the time commitments of the student and their families in my team/s, having due consideration for their health and wellbeing;
 - 15.4. be supportive at all times and I will refrain from any form of personal or physical abuse or unnecessary physical contact with the students in my care;
 - 15.5. have due consideration for varying maturity and ability levels of my students when designing routines, practice activities and involvement in competition;
 - 15.6. avoid overusing the talented students, aiming to maximise participation, learning and enjoyment for all student regardless of ability;
 - 15.7. stress and monitor safety always;
 - 15.8. recognising the significance of injury and sickness, I will seek and follow the physician's advice concerning the return of injured or ill players to training.
 - 15.9. endeavour to keep informed regarding sound principles of coaching and skill development, and of factors relating to the welfare of my students;
 - 15.10. at all times display and teach appropriate sporting behaviour, ensuring that students understand and practise fair play both inside and outside the club environment;
 - 15.11. display and foster respect for adjudicators, opponents, coaches, administrators, other officials, parents, volunteers and spectators;
 - 15.12. ensure that students are involved in a positive environment where skill-learning and development are priorities and

- 15.13. not overshadowed by a desire to win.
16. Nothing contained herein will prevent the coach from providing his services to any other club, however the coach must not coach the same age group at another calisthenics club.

TERMINATION

17. This contract may be terminated by either party at end school term 3, or after the end of year concert, whichever occurs later.
- 17.1. The President may terminate this agreement without notice if the coach:
- 17.1.1. commits any serious or persistent breach of any of the provisions of this agreement;
 - 17.1.2. is guilty of any grave misconduct or wilful neglect in the discharge of his duties;
 - 17.1.3. becomes of unsound mind;
 - 17.1.4. is or has been convicted of any criminal offence that affects performing the duties as the coach;
 - 17.1.5. becomes permanently incapacitated because of accident or illness from performing duties under this agreement and for the purposes of the clause incapacity over ninety (90) consecutive days or for an aggregate period of ninety (90) days in any period of twelve (12) months shall be deemed to be permanent incapacity.
- 17.2. If termination occur due to clauses 17.1.1 to 17.1.5 all monies paid to the coach must be reimburse to the club within 28 days of termination.
18. The parties hereto acknowledge that for the better fulfilment of the terms of this agreement, that notwithstanding the terms hereof the rights and obligations of the parties shall be subject to the control of the President.

AGREEMENT TO ACHIEVE OBJECTIVES

To the maximum extent legally and practicably, the parties agree to use their best endeavours to achieve the objectives of this agreement.

WAIVER

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

OBSERVANCE OF LAWS

The coach shall observe, fulfil and comply with any law for the time being in force in so far as the same may be applicable to any matter or thing the subject of or pertaining to this Agreement and the swimming coach shall not do or permit to be done anything which may conflict with such law.

SEVERABILITY

If any provision of the agreement is prohibited, void, invalid, or unenforceable the provision shall be ineffective and severed from this Agreement to the extent it is prohibited, void, invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement.

NOTICES

Notices under this Agreement may be delivered by hand, email, or text only

Notice will be deemed to be given:-

- (a) when delivered by hand; or
- (b) emailed to info@adelaidehillscalisthenics.com.au; or
- (c) text to 0410 858 967.

GOVERNING LAW AND JURISDICTION

This Agreement will be governed and construed according to the laws of the State of South Australia, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the State of South Australia with respect to all matters arising under or relating to this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior Agreements, understandings and negotiations with respect to such subject matter.

COSTS AND STAMP DUTY

Subject to any other provision of this Agreement, each party shall bear its own costs and expenses in relation to the negotiation, presentation, execution, delivery and completion of this Agreement and any other related documentation.