



# Sunbury Amateur Swimming Club Inc.

## Assistant Coach Employment Conditions

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<date>

<name>

<trading name> ABN: <ABN number>

<address.>

Dear <name>,

This Agreement confirms the terms upon which <name>, <trading name> ABN: <ABN number> will provide services to Sunbury Amateur Swimming Club Inc. (SASC).

You have indicated to SASC that you have the experience and expertise necessary to perform the role offered. In reliance on those representations, SASC offers to retain your services on the following terms:

1. **Position:** Assistant Coach - SASC
2. **Fee:** <insert fee>

The hourly fee will be reviewed annually with the terms of engagement.

Payment will be provided within 7 days of receipt of an invoice which can be either by school term or as mutually agreed.

The hourly rate is fully inclusive of all costs including any transportation or ancillary costs. No penalty rates are payable and any additional costs sought will be at the discretion of the committee.

The Fee as listed is inclusive of any leave and superannuation entitlements.

3. **Term:** <insert commencement date of the contract & duration of the contract>
4. **Services:**

- The Assistant coach is engaged as an independent contractor and is required to have their own disability and accident insurance for which a copy is to be sighted by and submitted annually to the Club.
- The Assistant coach, engaged as an independent contractor, will accept responsibility for their own safety, training, supply of proper equipment and ensuring the equipment is maintained etc.
- Any taxes applicable (i.e. Payroll, income, etc.) will be responsibility of the Assistant coach/contractor to the taxation commissioner.
- There are no entitlements such as holidays, sick leave, superannuation, Work cover, etc. other than what has been stated.
- The Assistant coach/contractor under the direction of the Head Coach has responsibility of the sessions for all swimmers and is expected to adopt a swimming program that;
  - will improve the swimmers endurance, stroke technique, correction/development, diving, turns etc
  - ensures that swimmers develop the skills to be competitive and continue to improve.
  - ensures there is a level of enjoyment and respect between other swimmers and the coaching staff.
  - caters for, without discretion, swimmers of all ages and abilities. The Assistant coach/contractor is expected to show encouragement, motivation, tolerance and compassion, toward all swimmers.
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- The Assistant coach/contractor is accountable to the Head coach and Club committee.
- The Assistant coach/contractor is to undertake other duties as directed by the Head Coach.



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- The Assistant coach/contractor must be/become a club member and is required to wear current club uniform to all training sessions and when representing the club, which will be provided by SASC.
  - The committee may provide comment, guidance/direction or feedback outside the sessions to the assistant coach.
  - It is understood that the Assistant coach/contractor will not work exclusively for the club and therefore cannot be deemed as an employee.
  - The Assistant coach/contractor while not fully qualified (Bronze Coaching Qual) is not able to run training sessions without the presence of a fully qualified coach (min Bronze Coaching Qual) for insurance purposes in keeping with Swimming Victoria guidelines
5. **Training Program:**
- The training program is approved by the Head Coach and is available to the Club committee.
  - The Assistant coach/contractor is expected to be involved in, and will make him/herself available to attend planning sessions with the Head coach, to plan and develop the training program.
6. **Training Courses/Coach & Life Guard:**
- Any additional training courses, seminars, etc required by the Assistant coach for advancement or renewal accreditation will be at the cost of the Assistant coach and will be performed outside the scheduled times.
  - If the Assistant coach/contractor is directed to complete specialist training, the committee will consider payment of the fees prior to enrolment.
7. **Duration:**
- This contract terminates at the club's AGM. Further terms will be via a new contract, as per the club constitution
8. **Probation Period:**
- You agree that a probationary period of three (3) months applies from the commencement of your employment (the "**Probationary Period**"). SACS may terminate your employment during the Probationary Period by the provision of one week's notice or pay in lieu thereof paid at your average weekly rate.
  - Termination is at the discretion of the committee without qualification.
9. **Reporting Line:** The Assistant coach/contractor is responsible to the Head coach and the SASC committee.
10. **Termination:**
- The decision on termination will be made solely by the committee
  - Termination of the Assistant coach/contractor can only be via the club committee.
  - Any early termination of the contracted arrangements by the Assistant coach/contractor must provide at least 6 weeks' notice to allow adequate time for advertising and interview for a replacement.
  - Any termination beyond the initial 3 months by the committee will be immediate subject to mutual agreement or under a warning notice process.
11. **Absenteeism:**
- Where the Assistant coach/contractor is not available for the scheduled session then he/she will ensure that the Head coach has been informed so there is adequate backup of a supporting coach to maintain the program. If however a foreseeable absence is evident (i.e. Minimum 14 days notice required) then the Assistant coach will approach the Head coach and the committee to make a suitable alternative arrangements.
12. **Security:**
- The Assistant coach/contractor will consent to a police check. The cost of which will be borne by the club. A copy to be held by the club.
  - The Assistant coach/contractor will hold a current WWCC (Working with Children Check) for which the cost is at the expense of the Assistant coach/contractor. A copy of the WWCC must be submitted along with all other relevant qualifications.



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### 13. Qualifications

- The assistant coach must have minimum Austswim Teacher Licence
  - Teacher of Swimming and Water Safety
  - Teacher of Towards Competitive Strokes - desirable
- Bronze level swimming coaching license or in the process of obtaining this qualification
- The Assistant coach/contractor must have a current level 2 workplace first aid certificate.
- The Assistant coach/contractor must maintain a CPR first aid qualification on a yearly basis.
- The Assistant coach/contractor must have a current WWCC
- Lifeguard – desirable

14. Insurance: As the Assistant Coach is engaged as an independent contractor you are expected to have the following insurance:

- a. Public Liability Insurance
- b. Disability and Accident Insurance

15. **Session Time:** (school terms only. Dates/Times subject to annual program)

- **Wednesday evening**                      6.30 – 8.00pm
- **Friday evening**                            7:00 – 8.30 pm

- Contractual hours may be reduced at the discretion of the Club committee, or increased under mutual agreement however hourly rate will remain unchanged.
- Any additional sessions as agreed to by the committee. These sessions will be paid at the agreed contracted rate.

### 16. Rates & Charges:

- The mutually agreed contracted rate will be reviewed annually with the terms of engagement.
- Payment will be provided within 7 days of a detailed invoice which can be either school term or mutually agreed.
- The hourly rate is fully inclusive of all contractor costs including any transportation or ancillary costs. No penalty rates are negotiable and any additional costs sought will be at the discretion of the committee.

### Confidentiality

- The arrangements contained within this document, and agreed, remain confidential between the contractor/ Assistant coach and the Club's committee and are not to be disclosed without mutual consent.

For and on behalf of  
Sunbury Amateur Swimming Club Inc.

.....  
(name & committee title)

.....  
(name & committee title)

I, <name>, ABN: <ABN number> hereby accept the above terms.

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<name>