



Sunbury Amateur Swimming Club Inc.

Head Coach Employment Conditions

<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:** Head 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. **Services:** You will make yourself available to carry out those duties as specified in Appendix 1.

4. **Hours:** You will be available to fulfil the required hours as shown in Appendix 2, which may vary from time to time.

5. **Term:** <insert commencement date of the contract & duration of the contract>

- At the cessation of this contract, any further term will be negotiated and will be via a new contract, as per the club constitution.

6. **Probation Period:** You agree that a probationary period of six (6) 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.

7. **Reporting Line:** The coach is responsible to the SACS committee

8. **Termination:**

- a. Early Termination: either party may terminate the contract early by supplying two (2) months notice.
- b. SASC may immediately terminate this Agreement without notice in the event:
 1. of your serious and wilful misconduct, neglect of duty or refusal to perform the Duties;
 2. that you fail to comply with any of your material obligations under this Agreement; or
 3. you become unable to fulfil the inherent requirements of the services for which you were engaged (due to incapacity or otherwise)

Sunbury Amateur Swimming Club Inc. P.O. Box 400, Sunbury, Victoria, 3429

ABN 84 384 431 020/Reg. No. A3200

home.vicnet.net.au/~SASC/

sunbury.amateur.swimclub@gmail.com



Sunbury Amateur Swimming Club Inc.

Head Coach Employment Conditions

9. **Leave/Absence:**

- a. There are no leave entitlements such as annual leave, sick leave, carers leave or parental leave.
- b. Where the Coach is not available for the scheduled sessions then he/she will ensure that there is adequate backup of a supporting coach to maintain the program. If for some reason a foreseeable absence is evident then the coach will approach the committee with a minimum period of 14 days notice to make suitable alternative arrangements.

10. **Workers Compensation:** The coach is responsible for organising and maintaining their own workers compensation cover.

11. **Taxation:** You undertake to pay all taxes and duties in respect of the fees and benefits indicated in this Agreement and you indemnify SASC in respect of any liability to pay taxation to the Australian Taxation Office that may arise as a result of payment to you under this Agreement and any penalty, cost, demand, fine or other expense or interest resulting from any such liability.

12. **Insurance:** As the Coach is engaged as an independent contractor you are expected to have the following insurance;

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

13. **Training:** The Coach is expected to maintain relevant accreditation necessary to discharge the services. Any renewal of such accreditation will be at the expense of the Coach. The Coach may make application to the SASC committee for additional professional training where relevant to the role of Coach and could benefit the SASC. Any training paid for by the SASC will be considered and approved at the sole discretion of the SASC committee and may be conditional. Such conditions will be agreed between both parties before the training is undertaken.

14. **Security:** The coach will consent to a police check. The cost of which will be borne by the club. A copy of which is to be held by the club.

The coach will hold a current WWCC (Working with Children Check) for which the cost is at the expense of the coach. A copy of the WWCC must be submitted along with all other relevant qualifications.

15. **Confidentiality:** The arrangements contained within this document, and agreed, remain confidential between the Coach and the club's committee and are not to be disclosed.

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.

<name>



Sunbury Amateur Swimming Club Inc.

Head Coach Employment Conditions

Appendix 1

Duties

- You will be responsible for your own safety, supply of proper equipment and ensuring the equipment is maintained.
- The Coach has the total 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
 - Ensure that the swimmers have the skills to be competitive and continue to improve.
 - Ensure there is a level of enjoyment and respect between other swimmers and the Coach(s).
 - Caters for, without discretion, swimmers of all ages and abilities. The Head coach/contractor is expected to show encouragement, motivation, tolerance and compassion, toward all swimmers.
- The Coach is required to submit at least 4 reports annually to the committee detailing achievements during the previous term and targets during the next term, including target meets and times of competitive swimmers.
- The Coach will hold an honorary position on the committee unless otherwise agreed by the committee and to be present at those meetings.
- The coach is required to wear current club uniform to all training sessions, and when representing the club, which will be provided by SASC
- It is understood that the Coach will not work exclusively for the club and therefore cannot be deemed as an employee.
- The committee will not engage in, participate in, provide guidance or advice during training sessions however may provide comment, guidance/direction or feedback outside the sessions to the Coach.

Training Program

- The coach is expected to have a detailed and documented training program that he/she is working with which should be available to the committee.
- The coach will mentor the Assistant coach/contractor.
- The coach will involve the Assistant coach/contractor in the planning of training sessions.
- The coach will invite the Assistant coach/contractor to planning sessions where the training program will be discussed, planned and developed.
- Prior to, and in advance of training sessions the coach will communicate with the Assistant coach the purpose of the session and the coach's expectations of the Assistant coach/contractor in delivering the training program.

Qualifications

The coach must have a minimum of:

- Bronze Licence Coaching Qualification
- Member of ASCTA
- Current CPR
- Current level 2 workplace first aid certificate
- Current Working with Children Check (WWCC)
- Police check

Desirable:

- Lifeguard Qualification
- Officiating/Refereeing Qualifications



Sunbury Amateur Swimming Club Inc.

Head Coach Employment Conditions

Appendix 2

The various sessions differ in the targeted capability and ability of the swimmer. The coach is responsible for the progression of swimmers to more advanced sessions to increase endurance and to consolidate skills to be at, competitive levels

Session time and events (school terms only. Dates/Times subject to annual program)

An assistant coach or coaches will be provided for Friday and Wednesday sessions.

Contractual hours may be reduced, at the discretion of the committee, or increased under mutual agreement however hourly rate will remain unchanged.

Scheduled times and events;

- **Monday morning** 6.00am - 7.30am
- **Wednesday evening** 6.30pm - 8.00pm
- **Thursday morning** 6.00am - 7.30am
- **Friday Evening** 7:00pm - 8.30pm
(First time competent swimmers to intermediate level swimmers)
 - 7.00 –7.30pm diving and turns -Training & correction
 - 7.30 - 8.30pm training schedule.
- **Sunday (Club nights)** 5.00pm to approx 6.30pm Time trials
(To act primarily as competition referee and lifeguard)
- **Other sessions as agreed**
At the discretion of the coach and committee as additional training sessions are implemented with the development of the club and increase in club membership
- **Selected competitions**
As nominated by the Coach and agreed by the committee, expected to be on weekends
(The hourly rate of pay will apply only for the duration of time at the competition (**on location**), and will not include travel times.)