Texas Wesleyan University Volunteer Coach Agreement

I, _____, subject to the terms and conditions stated in this Volunteer Coach Agreement ["Agreement"] agree to serve as a Volunteer Coach in the Division of Intercollegiate Athletics of Texas Wesleyan University ["University"] in the sport of _____ for the academic year _____. I agree as follows:

1. I understand that the Head Coach in any sport and his/her assistants and all volunteer coaches are directly responsible, separately and collectively, to the Director of Intercollegiate Athletics for compliance with the policies and procedures of the Division of Intercollegiate Athletics, the policies and procedures of the University, the rules and regulations of the Sooner Athletic Conference and the constitution and the by-laws (and official interpretations) of the National Association of Intercollegiate Athletics (NAIA).

2. I further understand that all funds collected or used in the interests of the University Intercollegiate Athletics Program will be administered from source to expenditure in accordance with the policies of the University and the rules and regulations of governing bodies for intercollegiate athletics with which the University is affiliated. Any violation of this paragraph is cause for immediate termination of my appointment as a Volunteer Coach.

3. I understand that the Head Coach is my direct supervisor, and I will perform duties as assigned by the Head Coach and his/her designee and within the confines of this Agreement.

4. I agree to conduct myself with honesty and with appropriate decorum at all times.

5. I agree to comply with the rules and regulations of the National Association of Intercollegiate Athletics and will not receive compensation or remuneration from the
University's Division of Intercollegiate Athletics or any organization funded in whole or in part by the athletics department or that is involved in the promotion of the University's athletics program (e.g., booster club, athletics foundation, etc.)

6. I understand that I am permitted to receive compensation for employment at a University-sponsored sports camp or clinic.

7. I understand that I may receive compensation from outside the athletics department for performing duties for another department or office of the institution provided:

a) The compensation received for those duties is commensurate with that received by others performing those same or similar assignments;
b) The time devoted to those duties is consistent with the time devoted by others receiving commensurate compensation for the same or similar assignments;
c) The individual is qualified for and is performing the duties for which the individual is compensated; and
d) The individual has received prior written approval from Texas Wesleyan University to receive such compensation.

8. I understand that I may not receive housing benefits at any time (including preseason training camp), except during away-from-home contest.

10. I understand that I may receive meals during a prospective student-athlete's official visit. I understand I may attend meals during an official visit at the discretion of the head coach and the sport administrator.

12. I understand that public information in respect to the team, players and coaches will be provided through the Sports Information Director and in accordance with University policy. I agree to retain in confidence all confidential matters including information concerning student-athletes (other than student directory information). I further agree, upon termination of this Agreement, to return to the University all documents or copies thereof or any other materials supplied to me by the University pursuant to this Agreement which may be designated to be confidential or proprietary to the University.

15. I agree to report any violations of Sooner Athletic Conference or NAIA legislation involving the University to athletics department compliance personnel.

16. I understand that I am not an employee of the University and shall not be entitled to wages, salary or any benefits applicable to employees of the University. I understand that I will be permitted to obtain keys to facilities as necessary to fulfill my assigned duties. I further understand that keys must be returned to the Athletics department upon my termination for any reason.

17. I understand that I am neither authorized nor empowered to act as agent for the University for any purpose and shall not on behalf of the University enter into any contract, warranty, or representation as to any matter.

18. I understand that I will be required to go through any staff training as directed by the head coach of my sport or the Athletic Director.

19. I understand that I must agree to a criminal background check prior to assuming coaching responsibilities.

20. I agree to be liable for my own negligent acts or omissions.

21. I understand that this Agreement shall be governed and construed in accordance with the laws of the State of Texas.

22. I understand this Agreement may be terminated at any time for any reason or no reason, with or without cause, with or without notice. Once the head coach designates a volunteer coach or coaches, the head coach may release the volunteer coach, but may not replace the volunteer coach with another volunteer coach until the following academic year.

23. This Agreement constitutes the entire understanding between the University and me with respect to volunteer coaching.

IN WITNESS WHEREOF, the authorized parties hereto have executed this Agreement.
TEXAS WESLEYAN UNIVERSITY VOLUNTEER COACH

By Volunteer Coach: _____ Date: _____

By Head Coach:_____ Date: _____

By Athletic Office Administrator:_____ Date: _____

WAIVER AND RELEASE:

In consideration of being permitted to serve as a volunteer athletic coach at Texas Wesleyan University, I assume the risk that may result from my participation as a volunteer athletic coach. I understand that the risks of my participation as a volunteer coach include being seriously injured or killed. I am knowledgeable about the sport for which I am serving as a volunteer athletic coach, have extensive experience related to the sport and am aware of the potential for injury and/or death while coaching. I do hereby release and hold harmless The Board of Trustees of The Trustees of Texas Wesleyan University, Texas Wesleyan University, their related foundations, their officers, employees and agents, from all liability for property damage, personal injury and/or death, which occurs as a result of my participation as a volunteer athletic coach.

I have read and understand the above waiver and release of claims.

Printed Name: _____

Signature:_____

Date: _____

Witness Printed Name: _____

Witness Signature: _____

Date: _____

7.0 Administrative Policies and Procedures

7.6.10 Volunteers

All Texas Wesleyan University volunteers must complete a volunteer application/information sheet, Appendix R (FCRA Disclosure Statement), a residency information form and waiver of liability form. Background checks must be conducted on all prospective volunteers. The cost for the background check will be charged to the department requesting the volunteer. Under no circumstances shall someone be allowed to volunteer without a background check. Upon successful completion of the background check, the Human Resources Department will notify the department that the individual may start volunteering. The Human Resources Department will maintain a database of all active volunteers. It will be up to each department to notify the Human Resources Department when someone is no longer volunteering within their department. All volunteers will be unpaid and will not be eligible for any University sponsored benefits. Volunteering does not guarantee an individual of future employment with Texas Wesleyan University. Volunteers wishing to work for Texas Wesleyan University shall follow the same hiring process as all other applicants.

Volunteer Application

☐ Miss
☐ Ms.
☐ Mrs.
☐ Mr.
☐ Dr.

Date: _____

Name: _____
Last First Middle Suffix Preferred

Address: _____

_____
City State Zip

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Social Security #: _____ University ID #: _____ Date of Hire: _____

Job Title: _____

Classification: ☐ Staff ☐ Part-time Staff ☐ Faculty ☐ Adjunct ☐ Student ☐ Temp

Date of Birth: _____ ☐ Male ☐ Female E-Mail Address: _____

Ethnicity: Are you Hispanic/Latino (3)? ☐ Yes ☐ No

Race: Please select one or more:

☐ White (1) ☐ Black or African American (2) ☐ Hawaiian/Pacific Islander (4)
☐ Asian (4) ☐ American Indian/Alaska Native (5) ☐ Unknown (6)

Spouse's Contact Information (if applicable)

Name: _____
Last First Middle

Address: _____
City State Zip

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Emergency Contacts (aside from spouse)

I. Name: _____ _____
Last First Middle Relationship

Address: _____
City State Zip

Home Phone: _____ Work Phone: _____ Cell Phone: _____

II. Name: _____ _____
Last First Middle Relationship

Address: _____
City State Zip

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Department/Supervisor Approval _____

Department/VP Approval

This form will be kept in your personnel file in the Human Resources Office. Please update information as changes occur.

Texas Wesleyan
UNIVERSITY

CONSENT TO PERFORM CRIMINAL BACKGROUND CHECK
IN COMPLIANCE WITH THE FCRA (FAIR CREDIT REPORTING ACT)

Last Name | First Name | Middle Name or Initial

Maiden or other name(s) used in any and all other records of birth or records of residence. | **Position Applying For**

Address | Apartment or #

City | County

State | Zip

** Driver's License No. | **Driver's License State | ** Date of Birth | Social Security Number

****TO BE USED FOR CRIMINAL HISTORY CHECKS ONLY AND NOT A PART OF THE PERSONNEL FILE.**

In connection with my application for employment, my continued employment, or in connection with my desire to engage in volunteer activities, I have been advised and I hereby consent and authorize the Employer and its agent, at any time during or subsequent to my application process, to conduct an investigative consumer report that may include, but are not limited to, a criminal record check, employment and education verifications, personal references; personal interviews; my personal credit history; and driving record. I do hereby consent to Employer's use of any information provided on this form or during the application process in performing the investigative consumer report. Employer has informed me that I have the right to review and challenge any negative information that would adversely impact a decision to offer employment. I agree to release, indemnify and hold harmless Employer and any reporting agency Employer uses with regard to any information reported by the reporting agency. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained from a consumer reporting agency. If so, I will be notified and given the name, address, and phone number of the agency which provided the information. In addition, I have been informed that I will have a reasonable opportunity to clear up any mistaken information reported within a reasonable time frame established within the sole discretion of Employer. Under the Fair Credit Reporting Act, I have been advised that upon request I will be provided the name, address and telephone number of the reporting agency as well as the nature, substance and source of all information. I acknowledge that facsimile, copy or email shall be as valid as the original.

The following are my responses to questions about my criminal history (if any).

1. YES____NO____Have you ever been convicted or plead guilty before a court for any federal, state or municipal criminal offense (exclude minor traffic violations)? If yes, please provide details below: Note: **FAILURE TO DISCLOSE RESULTS IN AUTOMATIC DISAPPROVAL.**

State	County	Date of Offense	Details of Offense

2. YES____NO____Have you ever received deferred adjudication for any federal, state or municipal criminal offense? If yes, please provide details below: Note: **FAILURE TO DISCLOSE RESULTS IN AUTOMATIC DISAPPROVAL.**

State	County	Date of Offense	Details of Offense

3. YES____NO____Have you received probation or community supervision for any federal, state or municipal criminal offense? If yes, please provide details below: Note: **FAILURE TO DISCLOSE RESULTS IN AUTOMATIC DISAPPROVAL.**

State	County	Date of Offense	Details of Offense

4. YES____NO____Have you ever been convicted of any criminal offense in a country outside the jurisdiction of the United States? If yes, please provide details below: Note: **FAILURE TO DISCLOSE RESULTS IN AUTOMATIC DISAPPROVAL.**

State	County	Date of Offense	Details of Offense

HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS CONSENT FORM IS TRUE, CORRECT AND COMPLETE. IF ANY INFORMATION PROVES TO BE INCORRECT OR INCOMPLETE, I UNDERSTAND THAT GROUNDS FOR CANCELING OF ANY AND ALL OFFERS OF EMPLOYMENT WILL EXIST AND MAY BE USED AT THE DISCRETION OF THE EMPLOYER.

APPLICANT (PRINT NAME)_____

APPLICANT'S SIGNATURE_____**DATE**_____

SPECIAL NOTE: ANY EMPLOYEE WHO IS ARRESTED FOR A CRIME OF VIOLENCE, DISHONESTY OR A DRUG OR ALCOHOL-RELATED OFFENSE MUST REPORT SUCH AN ARREST IMMEDIATELY TO A SUPERVISOR.

DISCLOSURE AND AUTHORIZATION REGARDING BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES

Disclosure

Texas Wesleyan University (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

HireRight, LLC ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com.

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

Authorization

I hereby authorize Company to obtain the consumer reports described above about me.

Applicant Name_____

Applicant Signature_____ Date_____

Residency Information Form

Name: _____

Date of Birth: _____

Residency (list all the places you have lived in the last 7 years including cities, states, countries, etc.)

1. _____
   City State Zip Country
2. _____
   City State Zip Country
3. _____
   City State Zip Country
4. _____
   City State Zip Country
5. _____
   City State Zip Country
6. _____
   City State Zip Country
7. _____
   City State Zip Country

Signature : _____ Date: _____