**WHEATON PARK DISTRICT**
**INDEPENDENT CONTRACTOR AGREEMENT**

**SHORT FORM**

---

I. It is the intention of the Wheaton Park District hereafter, **Wheaton Park District**, to create a non-exclusive Independent Contractor relationship with **Rudy Keller.** This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Wheaton Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be Contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for Contractor's own actions, and that of Contractor's employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.

B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business.

C. Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.

D. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by Contractor.

II. A. Services to be performed by Contractor include:

- Serve as Club Director for Wheaton United Soccer Club.
- Develop and maintain a consistent communication process with Wheaton United coaches, parents, and players, establishing relationships and trust at all levels of the program.

- Make sure that Wheaton United members and coaches are informed, prepared, and ready for events well in advance of them occurring.
- Construct and architect a clear pathway for player development within the Wheaton United program.
- Supervise the Wheaton United player placement process throughout the year, giving coaches a working knowledge of ideal player attributes at each level.
    - Oversee the annual tryout process and team formation ensuring Wheaton United tryout and team formation procedures are being followed with proper documentation.
- Design and support the recruitment and development of a Wheaton United coaching staff to implement a comprehensive technical and cultural experience.
    - Provide a Wheaton United Trainer for each Wheaton United team who does not train/coach any other clubs unless a pre-approved exception is made.
    - Support the implementation of a personal development plan for each coach
- Maintain a clear philosophy and pathway to guide all Wheaton United programs, practices, and decision-making.
    - Assist in the implementation of Wheaton United club philosophy, curriculum, and methodology understanding at all ages and levels of play.
- Ensure that the technical development plan is a core element of Wheaton United.
- Promote a hunger, passion, and competitiveness to play at the proper and highest levels.
- Handle the selection of Wheaton United program uniform packages.
- Work with the Park District on preparing seasonal Wheaton United field layout.
- Work with Park District on ordering of Wheaton United coaches' gear and team supplies.
- Work with the Park District on preparation of the Wheaton United program budget and ensure adherent to the budget.

B. Results to be achieved by Contractor include:

- Create and maintain quality rapport with all Wheaton United coaches, players, and parents, developing trust and reliability in the brand.
- Continued development of the capacities (technical, tactical, mental, physical, personal) of Wheaton United players to reach their full potential.
- Continuous development of the Wheaton United brand.

- Retention and Satisfaction – a successful soccer process should result in improved retention across the Wheaton United club on an annual basis.
- Playing Style – a successful soccer process should result in consistency in playing style across all levels and ages of the Wheaton United club, relative to the level of competition
- Consistency - our soccer process should result in a consistent player experience across the Wheaton United club
- A successful soccer process should result in an experience that engages players, staff, coaches, families, and partners as proud stakeholders of the Wheaton Park District and Wheaton United Soccer Club.

C. Days and hours of work to be performed by Contractor include:

- Dates and times will vary throughout the travel soccer seasons.
  - Tryouts – April/May
  - Fall Season – August-November
  - Winter Season – November-March
  - Spring Season – April-June
  - Summer Season (High School Only) – June-July

D. Location(s) of work to be performed by Contractor include(s):

- Locations will vary for practices, games, and tournaments.

E. Contractor's other responsibilities include:

- Provide WPD staff with an Invoice after services have been rendered in order to be paid in a timely manner.

III. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by this agreement according to Contractor's own independent judgment. Contractor is solely responsible for the direction of Contractor's employees and agents, if any, and for their actions in performing the work/services.

IV. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the contracted for results.

V. The duration of this independent contractor agreement will be:

- April 25, 2022 – June 30, 2023

VI. A. Method of payment:

- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
- Contractor will receive $70,000 for the 2022/2023 travel soccer season, starting in April 2022 with tryouts and ending in June 2023 with the spring season completion. Invoices will be provided by Contractor and processed in 4 equal payments on the following dates:
  - August 31, 2022
  - November 30, 2022
  - February 28, 2023
  - May 31, 2023

- Contractor will receive 66% split of resident rate per participant with the Wheaton Park District for all camps/classes.
    - Contractor will provide invoice after camps/classes services have been rendered and purchase order (Check) will be sent to Contractor.

B. The Park District will report payments to an individual of $600 or more to the IRS on Form 1099-NEC. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.

VII. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.

VIII. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. Contractor fully understands and agrees that, as noted in Section IA above, Contractor shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor. Contractor further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that Contractor must maintain under state law, for any of Contractor's employees.

IX. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.

X. Contractor acknowledges and agrees that Contractor will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. Contractor shall further maintain all applicable licenses, certifications, and/or permits.

XI. The Wheaton Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Wheaton Park District including the cost of obtaining replacement services.

XII. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Wheaton Park District is relying on such representation in contracting with Contractor for the services.

XIII. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

XIV. Contractor agrees to submit to a criminal background check and that this agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor or other person on behalf of Contractor to this agreement who has not submitted to a criminal background check and been cross-referenced with the state of Illinois and federal sexual offender registries.

XV. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

XVI. Other items:

- N/A

Authorized Signature of Contractor

Rudolph Keller
Print Name

Date 4-17-2022

Authorized Signature

Michael J. Benard

Date 4/14/2022