

WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Brian Tatnall**. 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. In addition, 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 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 businesses.
 - C. Contractor agrees not to identify and act 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 agents employed by Contractor, if any.
- II. The Contractor shall provide specific services as required by the Park District.
 - A. Services to be performed by Contractor include:
 - Serve as coach for Wheaton United Soccer Club Teams.
 - HC U13 Premier Girls
 - Maintain an organized environment for the Wheaton United team both on and off the field.
 - Communicate effectively, both verbally and written, to Wheaton United players and parents.
 - Work towards continuing coaching education.

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- Minimal Requirement – USSF Grassroot License or higher and past experience coaching youth soccer players
- Be committed to the full season (Fall, Winter, and Spring)
- Provide our Wheaton United Players with solid foundations in line with our club philosophy, curriculum, and vision.
- Work with assigned Wheaton United teams by planning and executing training sessions.
- Ensure a safe playing environment for the Wheaton United Players.
- Ensure equipment is set up in time and ready for Wheaton United practices to begin.
- Deliver soccer-specific Wheaton United practices for children of different abilities and ages.
- Provide a positive experience for all Wheaton United Players to develop the essential skills to be successful.

B. Results to be achieved by Contractor include:

- Manage own personal schedule.
- Act professional at all times while on and off the field.
- Be in command of the Wheaton United group and ensure every child is fully engaged.
- Participate in all required Wheaton United staff and coaching meetings.
- 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):

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- It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.
- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
- It will be available to assist Contractor in evaluating requests for reasonable modification.

XII. The 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. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

XIII. Contractor represents and warrants that the 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.

XIV. 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.

XV. 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 the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

XVI. 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

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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.

XVII. Other items:

- N/A

Brin Tatnell

Authorized Signature of Contractor

[Signature]

Authorized Signature

Brin Tatnell

Print Name

Michael J. Benard

8/11/26

Date

8/17/26

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement
<u>[Signature]</u>	<u>[Signature]</u>