



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 **Future Pros Inc.** This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. The Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections neither afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the 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, the Contractor will be solely responsible for his/her own actions. The Park District will in no way defend the Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Contractor may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
- C. The Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The Contractor acknowledges and agrees that s/he 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 the contractor and those employees, if any, employed by him/her.
- II. A. Services to be performed by Contractor include:
- Provide a trainer for each Wheaton Wings team.
 - Provide a list to the president of the Wheaton Wings of the trainers assigned to each team by the **third** week in June.
 - Trainers should follow the ASEP Athletes First, Winning Second philosophy. Athletes should have fun. Trainers should help players develop their physical, mental, emotional and social skills. Trainers should provide a safe environment for their athletes. Development is main goal of the Wheaton Wings Soccer Club. Winning is important but is the basis for honest competition.
 - Trainers will follow the Wheaton Park District Code of Conduct, Coaches Code of Ethics and support the Character Counts program.
 - Trainers will teach the curriculum of US Soccer which was adopted by the Future Pros Organization.
 - Trainers will create a challenging practice environment where the player is stimulated and mentored to reach higher levels of the game according to his or her abilities.
 - Trainers will plan age appropriate training session that focuses on skill development as well as tactical preparation for the games.
 - Trainers will provide a minimum of 35 minutes of foot skills each week to their assigned team.
 - Trainers will create training plans for each training session and use the template that the program director of the Future Pros created, which they will have the Parent Assistant Coach sign and turn in to the president of the Wheaton Wings Soccer Club.

- Trainers will communicate to the Parent Assistant Coach the goals of the team, the training plan for each session and the meaningful role that the trainer needs the Parent Assistant Coach to do.
- Each trainer should attend and coach at all league games for their assigned teams. Future Pros trainers should arrive at the time they expect the players to arrive at unless coming from another game.
- Each trainer should attend and coach at all games in one tournament in the fall and one tournament in the spring.
- Provide a trainer specialized in goalkeeping for the club goalie training.
- Provide trainers for the optional club training session. The Wheaton Wings Soccer Club strives for a 10:1 Participant to Trainer ratio. The Future Pros trainer will use the Coerver coaching plans to develop participant's individual skills. The trainer of the optional club training session will come up with a training plan for each session.
- Trainers will do a written and verbal evaluation on each player. Trainers will meet with the players and their parents individually to communicate the evaluation. Trainers should use the approved evaluation template when doing the written evaluation. The President of the Wheaton Wings should get a copy of each written evaluation.
- The Future Pros director or an assigned Future Pros supervisor will show up at a training session for each Wheaton Wings team monthly to make sure that training is consistent with the US Soccer Curriculum and the training plan template is being followed by the trainer. In addition, talk to parents to get feedback on how training is going.
- The Future Pros will provide trainers to evaluate tryout participants at Open Tryouts in May or June. Future Pros shall evaluate and put players in order of talent level immediately after the final day of tryouts.
- Trainers will conduct supplemental tryouts if teams have available roster spots available. The president of the Wheaton Wings will set up the supplemental tryout and notify the program director of the Future Pros. The Future Pros trainer will report back to the program director of the Future Pros or the president of the Wheaton Wings with his or her recommendation, not to the parent manager or parent assistant coach. The Future Pros trainer will report his or her recommendation within 12 hours of the supplemental tryout.

B. Results to be achieved by Contractor include:

- Provide the services as outlined in section II, A of this agreement.
- Trainers must provide open and effective communication with their assigned teams and the Wheaton Wings Organization.
- Trainers will create training session plans for each training session using the template that the Future Pros has created, the Planning and Training curriculum of US Soccer and Coerver training resources. Trainers should give training plan to parent manager to sign and turn into the president of the Wheaton Wings Soccer Club.
- By the end of the season, the following age group players, must be capable of:
 - U8 Players
 - Handling the ball with both feet.
 - Occupying the original position during the game once an action is finished.
 - Running, jumping and stopping with and without the ball.
 - Basic coordinated movements with or without the ball.
 - Stopping and running with the ball at speed.
 - Moving forward when attacking and retreating when defending.
 - Basic quick movements with and without the ball.
 - Balance in relation to the ball and teammates during the game.
 - Individual and collective basic soccer techniques

- Develop speed, coordination and basic motor skills with and without the ball.
- Interact with teammates during the training sessions.
- U9 Players
 - Basic skills in 1v1 situations.
 - Balance in relation to the ball (forward, backwards and side to side)
 - Basic coordinated movements with and without the ball.
 - Efficiently occupy the spaces on the field.
 - Creating space to receive the ball and keep possession.
 - Improve individual and collective basic soccer techniques.
 - Develop speed, coordination and balance with and without the ball.
 - Positive interaction with teammates during the game.
- U10 Players
 - Being efficient in 1v1 situations.
 - Application of basic attacking principals.
 - Coordinated movements at speed.
 - Efficiently occupy space in relation to the ball and to teammates.
 - Creating space and applying basic principles.
 - Accuracy in individual soccer techniques.
 - Develop speed, agility, coordination and balance.
 - Interact positively and feel confident within the group.
- U11 Players
 - Application of technique in game situations
 - Application of attacking and defending principals in slightly opposed collective practices
 - Agility and speed movements with and without the ball.
 - Match focus is on position and transition.
 - Improve attacking principals and basic defending.
 - Accuracy and speed in individual and collective techniques.
 - Improve speed, agility, coordination and balance
 - Cooperate with teammates in collective tasks
- U12 Players
 - Improve possession and transition as well as collective defending during the match.
 - Develop attacking/defending principles and combination play.
 - Focus on quality of passing and receiving technique as well as ball control in game situations.
 - Compete to increase speed, agility coordination and balance in competitive games.
 - Increase collective self-confidence.
 - Application of technique at speed in game situations.
 - Application of attacking and defending principals in games.
 - Agility, coordination and speed movements in simple practices.
- U13 Players
 - Coordinate possession, transition and finishing.
 - Improve attacking coordinated movements and zonal defending.
 - Focus on quality of passing and receiving technique and ball control in small spaces.
 - Basic development of speed, endurance and strength.
 - Commitment to the team and focus in training
 - Passing the ball at speed in reduced spaces.

- Combination play and communication with teammates.
- Combine endurance and speed during the game.
- U14 Players
 - Coordinate playing out from the back, possession, transition, combination play and finishing during the game.
 - Application of attaching principals to create combination play.
 - Focus on quality of passing and receiving technique, ball control and finishing in small and big spaces.
 - General development of endurance, speed and strength.
 - Playing short and long accurate passes in collective practices.
 - Combination play and communication with teammates.
 - Combine endurance and speed during the game.

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

- Varies by team. Days and times for training session will be provided to the program director for each team to communicate to the trainer. Parent manager will communicate to the trainer, game information.

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

- Varies by team. Location for training session will be provided to the program director for each team to communicate to the trainer. Parent manager will communicate to the trainer, game information.

III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The 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 the Park District is relying on such representation in contracting with the Contractor for the services.

IV. The duration of this independent contractual agreement will be:
June 25, 2012 through June 24, 2013

V. A. Method of payment:

Future Pros will be paid \$80 per game or per training session (1 ½ hrs.). Future Pros Inc. will provide three invoices a season with detail of exact dates that trainers worked. Invoice one will make up the first third of the season. Invoice two, will make up the second third of the season. The third payment will be the final payment of the season.

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

VI. The contractor acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results.

- VII. The Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.
- VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that s/he remains an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

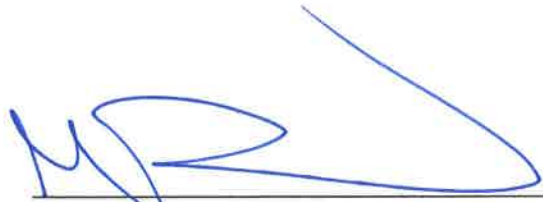
- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the 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 or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. The Contractor acknowledges and agrees that s/he 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.
- XIV. 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.

- XV. The 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 the Park District is relying on such representation in contracting with the Contractor for the services.
- XVI. The Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. The 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 sex offender registry.
- XVII. 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 or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the Contractor.

Agreed to on the 14th day of August, 2012



Authorized Signature of Contractor



Authorized Signature for Park District

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