

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 (hereafter, Contractor)**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
 - A. Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. 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 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 his/her own actions. 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, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
 - 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 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 Future Pros trainer for each Wings SC and Midwest FC team who does not train/coach any other clubs, unless a pre-approved exception is made.
 - Provide Future Pros team trainer assignments to Club President after tryouts have concluded.
 - Future Pros trainers will follow the Wheaton Park District Code of Conduct, Coaches Code of Ethics and support the Character Counts program.
 - Future Pros trainers must follow the US Soccer Player Development Initiatives.
 - Future Pros trainers will teach the curriculum of US Soccer which was adopted by the Future Pros Organization.
 - Future Pros trainers of Boy's teams must attend Scheduling Meeting in Fall and Spring.
 - Director of Coaching must attend IWSL and YSSL seeding meeting in Fall and Spring. If Director of Coaching cannot attend, he must appoint another Future Pros representative in his place. Future Pros will be responsible for payment of time in this case.
 - Future Pro trainers must provide practice schedule information for the season and

communicate details to teams and Club President.

- Future Pro trainers must complete all game schedules for the season and communicate details to teams.
- Each Future Pro trainer will coach at all league games and tournaments for their assigned teams.
- Provide a Future Pro trainer specialized in goalkeeping for the club goalie training program.
- Provide Future Pro trainers for all Wings Optional training programs.
- Future Pros trainers will do a written and verbal evaluation on each player. Future Pros trainers will meet with the players and their parents individually to communicate the evaluation. Future Pros trainers should use the approved evaluation template when doing the written evaluation. The President of the Wheaton Wings must receive a copy of each written evaluation.

followed by Future Pros trainers. In addition, talk to parents to receive feedback on how training is going. Future Pros will be responsible for payment if a supervisor is appointed to monitor training sessions.

- The Future Pros will provide trainers to evaluate all participants for tryouts. Future Pros shall evaluate and put players in order of talent level immediately after the final day of tryouts.
- Future Pros trainers will conduct supplemental tryouts if teams have roster spots available. The President of Wings SC will set up the supplemental tryout and notify the Future Pros program director. The Future Pros trainers will report back to the program director of Future Pros or the President of Wings SC with his or her recommendation. 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.
- Future Pros trainers must provide open and effective communication with their assigned teams, to the Wings SC organization and Midwest FC.
- Trainers will create training session plans for each training session based on US Soccer curriculum and the Wings SC philosophy using the Future Pros template.

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

- Dates and times of schedules will be provided by the Club President.
- Varies by team.

Independent Contractor Agreement - Short
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- D. Location(s) of work to be performed by Contractor include(s):
 - Locations may vary.
 - E. Contractor's other responsibilities include:
 - Provide 5 hours total of volunteer service each season to promote and recruit players for Wings SC and Midwest FC.
 - Abide by the Wheaton Park District's COVID-19 participant guidelines.
- III. 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. Contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. 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 the Park District is relying on such representation in contracting with Contractor for the services.
- IV. The duration of this independent contractual agreement will be:
June 2020 – June 2021
- V. A. Method of payment:
- Wings SC Program
 - The following invoices per season submitted to WPD and then Purchase Order (check) sent to Contractor.
 - Summer invoice date
 - July 13, 2020
 - August 17, 2020
 - Fall invoice dates
 - September 14, 2020
 - October 12, 2020
 - November 16, 2020
 - December 21, 2020
 - Winter invoice dates
 - January 11, 2021
 - February 15, 2021
 - March 29, 2021
 - Spring invoice dates
 - April 19, 2021
 - May 24, 2021
 - June 22, 2021
 - Contractor will receive for each trainer:
 - \$80 per game
 - \$80 per training session (One-hour and thirty-minute practice)
 - \$60 per training session (One-hour practice)
 - \$100 for each goalie training session
 - Reimbursement for Tournaments for Trainers the following expenses:
 - Tournaments that are out of the local area
 - \$0.45 per mile for Mileage
 - Hotel stay (max 2 nights)

- \$30 per day for Food
 - \$80 per trainer for the following seasonal meetings and evaluations
 - Fall preseason meeting
 - Spring preseason meeting
 - YSSL scheduling meetings Fall & Spring
 - Winter evaluations
 - Wings free training day
 - Spring tryouts
 - Midwest FC Program
 - The following invoices per season submitted to WPD and then Purchase Order (check) sent to Contractor.
 - Summer invoice date
 - July 13, 2020
 - August 17, 2020
 - Fall invoice dates
 - September 14, 2020
 - October 12, 2020
 - November 16, 2020
 - December 21, 2020
 - Winter invoice dates
 - January 11, 2021
 - February 15, 2021
 - March 29, 2021
 - Spring invoice dates
 - April 19, 2021
 - May 24, 2021
 - June 22, 2021
 - Payment will be a per player fee of \$913 for U14 Girls, \$913 for U15 Girls and \$511 for U16 Girls teams. League games, practices and tournament games are included in fee.
 - \$60 per training session (one-hour practice)
 - Reimbursement for Tournaments for Trainers the following expenses:
 - Tournaments that are out of the local area
 - \$0.45 per mile for Mileage
 - Hotel stay (max 2 nights)
 - \$30 per day for Food
- B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. 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, unless otherwise agreed to: N/A.
- VII. Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.
- VIII. 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, 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, Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

- IX. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of 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, 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 Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. 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. "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. 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. Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XVI. 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 the Park District is relying on such representation in contracting with Contractor for the services.
- XVII. [Optional] 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 without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XVIII. 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 Contractor.
- XIX. Other items: _____


Authorized Signature of Contractor

RUBEN D. STIVAN
Print Name

11-30-2020
Date


Authorized Signature

Michael J. Benard

1-27-2021
Date

ACORD_{TM}**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
6/16/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|----------|---|---|------------------------------|-----------------|
| PRODUCER | K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801 | CONTACT NAME: | SPORTS | |
| | | PHONE (A/C, No. Ext): | 800-441-3994 | FAX (A/C, No.): |
| | | E-MAIL ADDRESS: | KK.SPORTS@KANDKINSURANCE.COM | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: NATIONWIDE MUTUAL INSURANCE CO | | 23787 |
| INSURED | FUTURE PROS ILLINOIS 2413 S 9TH AVE NORTH RIVERSIDE, IL 60546 | INSURER B: | | |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |
| | | INSURER F: | | |
| | | | | |

COVERAGES**CERTIFICATE NUMBER:**

2008580

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | RPG0031312100 | 12:01AM 6/16/20 | 12:01AM 6/16/21 | EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 1000000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 3000000 PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | EACH OCCURRENCE AGGREGATE |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | PER-STATUE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | |
| A | Participant Accident | | | RPG0031312100 | 12:01AM 6/16/20 | 12:01AM 6/16/21 | AD&D Primary Medical Excess Medical Weekly Indemnity NC NC 25000 NC |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED

CERTIFICATE HOLDER**CANCELLATION**

WHEATON PARK DISTRICT
1759 S BLANCHARD ST.
WHEATON, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

