

MONTICELLO SOCCER CLUB EMPLOYMENT CONTRACT

This Employment Contract, dated _____, is entered into by and between Monticello Soccer Club (MSC) on behalf of the _____ team, and _____ (“the Coach”).

A. The Coach desires to coach MSC **Girls/Boys, U**____ team (the Team).

B. Subject to the terms and conditions of this Contract, the MSC desires to retain the services of the Coach, for the Term set forth below.

C. Before this contract is binding the coach must pass a Background check conducted through MYSA, background check is paid for by MSC. Coach agrees to promptly complete required paperwork, on line, to initiate such background check. If coach fails to pass background check, this contract shall be null and void.

NOW, THEREFORE, in consideration of the promises, the mutual agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Coaching Position and Duties.** The Coach agrees to be the “Head Coach” of the Team and to perform all of the duties and services necessary and normally associated with that position, including, without limitation, the following:

Practices. The Coach agrees to conduct practices and clinics during the term of this Contract. The number, duration and content of those practices and clinics will be determined by the Coach in the best interests of the Team. In the event of any dispute between the Team and the Coach concerning the number, duration or content of the practices, the Coach must consult with MSC Competitive Director and the Director of Coaching, the decision of whom will be final and binding on the Coach and Team.

Games and Tournaments. In the absence of a personal emergency, the Coach agrees to attend and coach all of the league games scheduled by the Minnesota Youth Soccer Association (“MYSA”) for the team, either as originally scheduled by the MYSA or as rescheduled from time to time and all of the games scheduled for the Team in tournaments sanctioned by the MYSA or another state soccer association and in which the Team chooses to participate.

Travel. The Coach agrees to travel with the Team to games and tournaments for which travel is necessary or appropriate. MSC has no obligation to reimburse the Coach for travel costs and expenses. Any expense reimbursement will be made by an agreement between the parents of the team and the coach.

Training and Meetings. The Coach must attend all meetings, training seminars & clinics required by MSC. With the prior approval of the Director of Coaching and the Board of Directors of the MSC, MSC will reimburse the Coach for tuition at USSF Y, E, D or C licenses- or NSCAA National or Advanced National-certified coaching courses in accordance with its normal expense reimbursement policies.

Player Evaluation. The Coach acknowledges and understands the importance of providing players and MSC with useful and constructive feedback, through evaluations, for each and every player on his/her team throughout the season. Coaches are expected to provide feedback to players on a regular basis as part of the clubs commitment to player development.

Further the coach agrees to submit an end-of-season Team/Player Evaluation to the Director of Coaching by July 30th using the player evaluation reporting process specified by MSC. Because team evaluations are one of the items used in the placement of players for the upcoming season, the Coach understands and acknowledges that time is of the essence when it comes to submittal of the final team evaluation. If for any reason the coach does not submit the final team evaluation by July 30th, the coach agrees that the final payment shall be withheld until evaluations are received by MSC.

2. **Compensation.** For the services to be performed by the Coach under this Contract, the MSC will execute a fixed coaching fee of \$_____. The Coach agrees not to accept payment of the Coaching Fees other than through and from MSC. The MSC Fees will be reduced proportionately to reflect any failure by the Coach to complete the terms of this Contract.

3. **Payment Schedule.** MSC will pay the MSC Coaching Fee to the Coach as follows; amount shown does not reflect tax withholdings:

Date (must be the 15th or 30th of said month) **MSC Coaching Fee before taxes**

_____ \$ _____
_____ \$ _____

Final Payment upon return of team bag & all team fees collected \$ _____

Total Coaching Fees: \$ _____

The team is responsible for payroll taxes for the coach as well, to calculate the amount that you need to collect from your parents please take the Total coaching fees _____ multiply by 1.0765= _____ divide by the number of players= _____ this is the amount that you need to collect from each parent.

4. **Term of Contract.** This Contract begins on _____/201__ and ends on **7/30/201__** (the “Term”).

5. **Conduct and Compliance.** During the Term of this Contract, the Coach must:

Conduct. Use his or her best efforts to promote and maintain the success and reputation of MSC, and set, promote, and enforce (by his or her individual example and otherwise) the highest standards of leadership, fair play, and good sportsmanship by MSC players and coaches.

Compliance. Comply with all of the rules and regulations of MSC (including, without limitation, its drug and alcohol use policies) and of the MYSA, and promote and enforce compliance with those rules and regulations by MSC’s players and coaches. The coach agrees to abide by the MSC Code of Conduct and portray the expectation, to players and parents, that they also abide by the Code of Conduct.

Reporting. Promptly report, to the Director of Coaching, on all issues or problems that arise with respect to the Coach’s conduct or compliance or with the conduct or compliance of the Team or any individual member of the Team or parent of a player.

6. Equipment and Materials. The MSC will furnish all necessary equipment and materials required to coach the Team and to perform the services contemplated by this Contract. The Coach, or other designate, must bring all such equipment and materials to each practice and game so that they are available to the Team. All equipment and materials must be returned to the MSC, as soon as possible after the completion of the season.

7. Termination. This Contract automatically terminates at the end of the Term. The Coach may resign his or her position under this Contract prior to the end of the Term upon not less than 20 days' prior notice to the Director of Coaching and the Parent Group. MSC may terminate the Coach under this Contract, without cause, upon not less than 20 days' prior notice to the Coach. In addition, without limiting the foregoing, MSC may immediately terminate the Coach under this Contract if the Coach at any time:

- (a) Commits any breach of any of the provisions of this Contract; or
- (b) Acts in a reckless or negligent manner with respect to the Team and/or any member of it; or
- (c) Becomes of unsound mind; or
- (d) Is the subject of a criminal indictment or presentment for, is convicted of, or enters a nolo contendere plea with respect to, any criminal offense that, in the reasonable opinion of MSC, relates to his or her services under this Contract or his or her fitness to act as Coach of the Team; or
- (e) Engages in any conduct that is detrimental to or that brings discredit to MSC or its reputation; or
- (f) Fails or refuses to follow the directives of MSC with respect to his or her services under this Contract provided that such directives are reasonable; or
- (g) In the reasonable opinion of the Director of Coaching, is unable to perform the duties of Coach under this Contract because of repetitive absences or because of illness or otherwise.

8. Non-Compete. During the term of this Contract & for one year following the termination of Coach's employment, the Coach agrees not to engage in any other outside coaching services or activities for any team, soccer club or association or other group other than the Team and MSC without the prior written approval of MSC.

9. Solicitation of Players Prohibited. During Coach's employment & for one year following the termination of the Coach's employment, the Coach shall not, directly or indirectly, ask or encourage any MSC player to leave MSC, or solicit any MSC player to join a separate soccer club/association. Coach further agrees to make any subsequent soccer club/association aware of this non-solicitation obligation.

10. Miscellaneous Provisions.

- (a) **Governing Law.** This Contract is governed by the laws of the State of Minnesota, without reference to the conflicts of laws principles thereof.
- (b) **Counterparts.** This Contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument.
- (c) **Prior Agreements.** This Contract represents the complete and final agreement between the Coach and MSC. This Contract supersedes and may not be contradicted by evidence of any prior promises, contracts, agreements, and understandings of any kind, whether express or implied, oral or written, with respect to the subject matter of this Contract (including, without limitation, any promise, contract, or understanding, whether express or implied, oral or written, by and between MSC and the Coach), and the parties to this Contract have made no agreements, representations, or warranties relating to the subject matter of this Contract that are not set forth in this Contract.
- (d) **Amendments.** No amendment or modification of this Contract will be deemed effective unless made in writing and signed by the Coach and MSC.
- (e) **No Waiver.** No term or condition of this Contract may be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Contract, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver may not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver of such term or condition for the future act or as to any act other than as specifically set forth in the waiver.
- (f) **Assignment.** The Coach may not assign this Contract, as it is personal to the Coach. MSC may assign this Contract in whole or in part with or without prior notice to Coach to any successor, soccer club or association.
- (g) **Severability.** Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will be, as to such jurisdiction, ineffective to the extent of that prohibition or unenforceability without invalidating the remaining portions of this Contract or affecting the validity or enforceability of those provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth in the first paragraph

By: _____

Printed Name: _____
MSC Board Member

COACH
By: _____

Printed Name: _____