



DC SCORES

Soccer Coach Agreement

Soccer Coach Agreement: School Year 2011-2012

The following Soccer Coach Agreement (“Agreement”) outlines the scope of work to be fulfilled by _____ an independent contractor, in the position of DC SCORES Soccer Coach during the 2011-2012 school year.

In consideration of the covenants and conditions hereinafter set forth, you and DC SCORES agree as follows:

1. Scope of Work: You will serve as a DC SCORES Soccer Coach for the 2010-11 school year. Please see Attachment A, Scope of Work for additional details regarding this position.
2. Compensation: You will be compensated according to the box checked below:

- Volunteer**
- \$35.00 per day** - All new soccer coaches receive this standard entry-level rate.
- \$40.00 per day** – All 2nd year soccer coaches receive this rate.
- \$45.00 per day** – All 3rd year soccer coaches receive this rate.
- \$50.00 per day** – All 4th year soccer coaches and above receive this rate.

You will be responsible for all taxes associated with any compensation you receive and you will be responsible for all of your own business and travel expenses. You will be compensated on five dates throughout the year. The compensation schedule will be provided at the Fall Kickoff Training.

3. Duration of Engagement: The Agreement will take effect on 9/12/11 and will continue through 6/2/12. There are a maximum of 36 soccer practices and games for the fall season and 33 for the spring season.
4. Termination: Either party may terminate this Agreement at any time by providing a minimum of 30 days’ written notice to the other party. Notwithstanding the foregoing, SCORES may terminate this Agreement immediately, with or without written notice to you, upon the occurrence of any of the following events: dishonesty, fraud or criminal conduct by you or your failure or inability to perform the duties, obligations, or services for which you are being engaged herein. Please also refer to the DC SCORES coach conduct procedure document.
5. Return of Materials: You agree that upon termination of this Agreement, or at any time upon request, you will return to SCORES all SCORES related materials, including but not limited to all materials containing or disclosing any proprietary information or Confidential Information (as defined below) of SCORES. You will not retain copies of any such materials.
6. Confidentiality: You recognize and acknowledge that SCORES possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term “Confidential Information” includes, but is not limited to, all information and materials belonging to, used by, or in the possession of SCORES relating to SCORES’ current and prospective clients, services, developments, current and prospective donors, ideas, contracts, accounting and financial information, business strategies, existing and prospective investments, current and prospective customers, sales and marketing plans, business opportunities, personnel information, employee and consultant benefit information, and trade secrets and proprietary information of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by you, or (b) information that subsequently becomes public through no act or omission of yours. You agree that all of the Confidential Information is and shall continue to be the exclusive property of SCORES, whether or not prepared in whole or in part by you and whether or not disclosed to or entrusted to your custody. You agree that you shall not, at any time following the execution of this Agreement, during the Term of this Agreement, and thereafter, use or disclose in any manner any Confidential Information of SCORES, for its own use or benefit, or otherwise.
7. Independent Contractor Status: You are an independent contractor and shall not represent to any third party that you are an officer or employee of SCORES, nor shall you enter into any agreement involving SCORES, incur any

obligations on SCORES behalf, or commit SCORES in any manner without SCORES' prior consent. As an independent contractor, you shall be responsible for all withholding taxes, social security, unemployment or disability insurance, benefits or similar items, and/or other amounts due to your independent contractor and/or consultant status. In addition, as an independent contractor, you are not eligible for any employee benefit programs from SCORES. You will set your own work hours and routine, except when required to attend meetings in furtherance of your duties.

8. Insurance Requirements: You, at your sole cost and expense, shall insure your activities in connection with the obligations under this Agreement and obtain, keep in force, and maintain general liability, automobile liability, workers' compensation, and professional liability insurance in sufficient amounts and coverages that a prudent consultant would carry for conducting the services set forth in this Agreement. In the event you fail to carry such insurance or such insurance coverage lapses while this Agreement is in effect, you do hereby indemnify and hold harmless SCORES, its agents and employees, from and against any such damages, claims, and expenses arising out of or resulting from work conducted by you and your agents or employees.
9. Indemnity: You agree to indemnify, defend, and hold SCORES and its parents, affiliates, successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, losses, expenses and damages including, but not limited to, attorneys' fees and costs of suit arising out of or in connection with any negligent or willful act or omission of yours or your employees or agents, including, but not limited to, (i) causing bodily injury, sickness, disease, or death, (ii) causing injury to or destruction of tangible or intangible property including computer programs and data, or any loss or use resulting therefrom, (iii) violation of any statute, ordinance or regulation, (iv) violation or claimed violation of a third party's rights, or (v) the failure to perform services required under this Agreement in a professional manner, or in accordance with the terms and conditions herein.
10. Other Activities: You are free to engage in other independent contracting activities, provided that you do not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy your attention as to interfere with the proper and efficient performance of your services hereunder. Furthermore, you shall not accept other contracting activities from outside sources that may be construed as an "apparent" or "potential" conflict of interest, without SCORES' written consent. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised. A potential conflict of interest involves a situation that may develop into an actual conflict of interest. In addition, you agree not to induce or attempt to influence, directly or indirectly, any employee at SCORES to terminate his/her employment and work for you or any other person.
11. Assignment: The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors. You may not assign or transfer this Agreement, or any interest herein or claim hereunder, without the prior written approval of SCORES. SCORES may assign this Agreement in whole or in part.
12. Arbitration: Any disputes between you and SCORES or any of its former, current or future parents, subsidiaries or affiliates (except claims for injunctive relief necessary to prevent irreparable harm) shall be submitted to binding arbitration. The arbitration shall be subject to the Federal Arbitration Act and shall be administered by and conducted pursuant to the JAMS Arbitration Rules and Procedures. The arbitrator may not ignore, modify or revoke any lawful provision of this Agreement or any other SCORES policy. The decision of the arbitrator(s) shall be final and may be recorded as a judgment in a court of competent jurisdiction. The location of any arbitration hearing(s) shall be in or around Washington, DC.
13. Miscellaneous:
 - a. Governing Law. This Agreement shall be governed by the laws of **Washington, DC** without regard to the choice of law provisions in **Washington, DC** or any other jurisdiction. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.
 - b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, modification or waivers of the Agreement shall be binding unless in writing and signed by both parties.
 - c. Notice. All notices hereunder shall be given in writing by hand delivery or by registered or certified mail, addressed to the party to receive the same at its respective address, or at such address as may from time to time be designated by either party to the other. The SCORES address is **1224 M Street NW, Suite 200, Washington, DC 20005**.

- d. No Waiver. No failure by either party hereto to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of that right or any other right hereunder by that party.

If you accept this engagement on the terms and conditions set out in this Agreement, please sign where indicated below and return one copy of this letter to my attention. We appreciate your entering into this soccer coach agreement with us, and we look forward to working with you. If you should have any questions, please do not hesitate to call me.

I have read the scope of work and I understand the terms of this agreement. I am committed to working as a SCORES soccer coach and performing my duties to the best of my abilities with a high standard for excellence for my students and myself. I will do my best to contribute to the SCORES objective of promoting positive youth development and providing productive after-school activities for DC youth.

Signature

Full name (*print*)

Date

Attachment A – Scope of Work

Administrative Duties

- Recruit and select a boys and girls team at assigned school.
- Record DC SCORES student-athlete practice attendance on a daily basis.
- Distribute, collect, and submit all player registration forms and fees and submit to liaison. Check diligently to ensure all forms are complete and filled out correctly.
- Sign in SCORE Corps attendance log on soccer practice days and game days.
- Submit background check waiver and TB test results before beginning work with the DC SCORES program.

Program Duties

- Teach and promote teamwork, leadership, and commitment to student-athletes.
- Hold two regularly scheduled practices per week during the fall, winter and spring seasons. In the event of rain, practice is never cancelled. Indoor activities must be substituted.
- Lead team at all home and away games; coaches are required to accompany student-athletes on all game day bus trips.
- Arrange for another SCORE Corps member to cover for you in the event that you are unable to coach on any given practice or game day.
- Plan and conduct soccer practices for student-athletes using the America SCORES soccer coach manual.
- Complete all DC SCORES coach education requirements.
- Abide by DC SCORES league rules, organizational guidelines, and game schedules.
- Distribute, collect, and maintain inventory of DC SCORES issued soccer equipment.
- Check field to ensure lines are sufficient 3 days prior to all home games. If needed, go over lines with paint (provided by DC SCORES).

Communication Duties

- Check-in with your school liaison on a weekly basis for DC SCORES program updates.
- Fully read the weekly bulletin delivered via fax and/or e-mail.
- Communicate regularly with coaching and writing staff at your school to ensure that students are fully participating in all aspects of the program.
- Respond to phone and e-mail communication from DC SCORES office within 24 hours.

Documents Located in the DC SCORES School Notebook

(ask your liaison)

- Registration forms (English and Spanish)
- Parent letters (English and Spanish)
- Permission slip template (English and Spanish)
- Roster template
- Parent transportation waivers
- Accident incident reports
- Team planning worksheets
- Coach conduct procedure

Soccer Coach Contact Information

Full Name _____ School _____

Position at school _____ Room # _____ Planning Period _____

SSN# (*required for payroll purposes*) _____ D.O.B. _____

Street Address _____

City _____ State _____ ZIP _____

Home # _____ Work _____ Cell/Other _____

E-mail Address _____

Preferred method of contact: Home phone Work phone Cell phone E-mail

Preferred night of the week for training: Monday Tuesday Wednesday Thursday



VIRGINIA Youth Soccer Association, Inc.

A MEMBER OF THE UNITED STATES SOCCER FEDERATION AND THE UNITED STATES YOUTH SOCCER ASSOCIATION

KidSafe Disclosure Statement and Release Form

Kidsafe is a risk management program designed to foster safe circumstances for every person, and especially every child, who participates in a US Youth Soccer affiliated activity. It is a program to inform all VYSA personnel and VYSA members concerning the risks associated with our youth soccer programs. This form will be kept in absolute confidentiality by VYSA or each of its respective members and will be updated annually.

Personal Information	
Name <i>(Legal Name)</i>	
Address	
City/State/Zip	
Home Phone	Work Phone
Date of Birth	
Social Security Number	
Driver's License Number	
Employer	
Employer Address	
VYSA/League/Club/Team Affiliation	
DC SCORES/DC Stoddert Soccer	
Previous Affiliation if less than 3 years	
Current Position: Coach	

Disclosure Statement

Please circle "YES" or "NO" to the following questions

1. Have you ever been arrested for or convicted of sexual abuse, physical abuse, or exploitation of any minor?	YES	NO
2. Are you now using illegal drugs?	YES	NO
3. Are you subject to any civil restraining order or any type of civil action relating to child or domestic abuse or violence?	YES	NO

If you answered yes to any of the above questions, please provide detailed information as to the nature of the offense, the number of separate offenses in question, the date of the offenses, the relationship between the offense and the position for which you are applying and any mitigating factors that should be taken into account.

Release

I understand that my position with VYSA or any of its members is contingent upon my truthful completion and VYSA's or any of its members' review of this form. I authorize and understand that VYSA or any of its members will conduct a background check and may obtain a background report and that I may be requested to provide a set of fingerprints. I understand that I may be immediately discharged for any misrepresentation or material omission on this form. I understand that pending arrest or closed arrest is not an automatic bar to consideration of my application, but it is the intent of VYSA or any of its members to deny a position to any person who has been convicted of an offense that VYSA or a VYSA member determines disqualifies that person from providing services to VYSA or a VYSA member. I understand that VYSA or any of its members will take into account the nature of the offense, the date of the offense and the relationship between the offense and the position for which I am applying and any mitigating factors.

Please Sign and Date

Signature

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.