



# INDEPENDENT CONTRACTOR AGREEMENT CYO CLUB ATHLETIC DIRECTOR

This **Independent Contractor Agreement** ("the Agreement") shall be for the services required at the CYO Club \_\_\_\_\_ for the CYO athletic season (see *General Terms, Duration*). This agreement shall be between the **Catholic Youth Organization**, hereinafter called ("CYO") and \_\_\_\_\_, hereinafter called ("Contractor").

**WHEREAS**, CYO requires the services which the contractor is capable of providing, and desires to enter into an agreement under terms and conditions hereafter described, and Contractor represents to the CYO that he/she is capable and prepared to provide such services under the terms and conditions.

**WITNESSED** CYO and Contractor for the considerations named in *CYO Compensation Schedule Exhibit 1*, agree as follows:

- A. That the Contractor agrees to furnish all labor services required for prompt and efficient execution of the work described herein in connection with the responsibilities of the CYO Athletic program.
- B. The Contractor shall not be under the direct supervision of CYO during the course of his/her work but shall facilitate the CYO athletic program under the job description included in the *CYO Sports Manual* and *CYO Athletic Directors Procedures Manual*.
- C. Contractor agrees to adhere to the CYO of Conduct included herein under **General Terms**.
- D. The Contractor shall provide full cooperation to the facilities providers'
- E. In consideration of the faithful performance by the Contractor of all terms, conditions, and requirements of this Agreement;
  1. CYO agrees to pay the Contractor per the *CYO Compensation Schedule, Exhibit 1, Section 1* for registration services attached providing the CYO Club Board has agreed to pay for those services and signed the **Compensation Schedule**. The revenue for the payment of these services must be additional to the schedule of CYO player fees. CYO Clubs may have a player fee cost greater than the scheduled CYO fees to cover this and other CYO Club expenses.
  2. Should the CYO Club elect to compensate Contractor for services in the CYO Compensation Schedule Exhibit 1, Section 2; The CYO Club shall execute the *Compensation Schedule* and shall be responsible for all payments through the CYO Club Bank Account.
  3. Compensation payments to CYO Club Athletic Directors shall be made by the CYO Club to CYO who shall remit said payment to the Contractor.
  4. Said payments shall be made in accordance to the provisions of the General Terms below.



## GENERAL TERMS

1. **INSURANCE:** Contractor must provide his/her own medical insurance.

CYO shall include Contractor under the CYO liability insurance policy.

2. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR** and shall at his/her sole cost and expenses, and without increase in the Agreement comply with all laws including all federal and state taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration's paid to the Contractor.
3. **DURATION.** This agreement shall begin on the execution date of the agreement and terminate on the last day of the spring sports season.
4. **TERMINATION OF AGREEMENT.** CYO reserves the right to terminate this Agreement in the event that Contractor does not comply with Agreement obligations which are to:
  - a. Facilitate the duties per the *CYO Sports Manual*
  - b. Facilitate the duties per the *CYO Athletic Directors Procedures Manual*
  - c. Accommodate the needs of the facility providers'
  - d. Respond to reports, requests and direction of CYO.

Either party may terminate this Agreement with or without cause with (10) days notice. Notice of termination shall be written and delivered by certified mail.

5. **PAYMENTS.** Contractor shall be paid to a schedule agreed upon by CYO, but no less than two times during the CYO Athletic season, January 15 and July 15. Said payment shall be based on the actual fees earned. Should Contractor be terminated from his/her Agreement all fees earned under the Agreement shall be paid within 15 days of termination and shall be subject to Section D and the Compensation Schedules attached herein.
6. **NON EXCLUSIVE.** The Contractor shall be free to perform athletic director duties for other organizations, leagues, and teams.
7. **AUTHORITY.** Without the prior written approval of CYO, which would in any event be only granted (if ever) on a case-by-case basis. Contractor shall not do any of the following:
  - a. Pledge the credit of CYO
  - b. Execute or vary the terms of any agreement on behalf of CYO
  - c. Make any unilateral commitment or acknowledgement on behalf of CYO
  - d. Represent that Contractor has the authority to do any of the foregoing.
8. **NO WAIVER.** Failure by either party hereto to enforce at any time any term or condition under this Agreement shall not be a waiver of that party's right to thereafter enforce each and every term and condition of this Agreement.
9. **SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be wholly or partially invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby; it being the intent of the parties that to the extent provisions otherwise unenforceable, invalid, or illegal may be



construed or limited by a court or tribunal so as to allow for partial enforceability, said provisions shall be so enforced.

10. CYO CODE of CONDUCT. The Contractor agrees to adhere to all of the CYO Rules and Philosophy including participants' eligibility, attendance at school, practices and team meetings. The Contractor's personal conduct must not discredit the CYO Club and he/she should not violate the *Code of Conduct* or the rules of the *CYO Sports Manual*.

## ***EQUAL OPPORTUNITY/ANTI-HARASSMENT-SEXUAL ABUSE/CODE OF CONDUCT POLICY***

***Equal Opportunity:*** One of the CYO core objectives is to maintain an environment in which each individual can achieve his or her full potential without discrimination or harassment based on race, gender, national origin, age, religion, sexual orientation, marital status, disability, veterans status, or any other status or characteristic protected by state or federal laws. Our practices and policies are intended to impress upon each individual the seriousness of this commitment and to strongly encourage CYO employees, coaches, athletic directors, volunteers, youth participants, and any other individuals employed by or involved in CYO sponsored programs to promptly report any conduct that they perceive to be discriminatory or harassing in nature.

***Anti-Harassment-Sexual Abuse:*** Like other forms of unlawful harassment, sexual harassment is a violation of state and federal law and is strictly prohibited. While sexual harassment is sometimes difficult to define, in general, individuals should be aware that during the time they are representing CYO, sexual conduct or conversation inappropriate. In addition, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that may be offensive or intimidating to others are strictly forbidden. Sexually harassing conduct may be in the form of physical or verbal conduct, including inappropriate touching or gestures, or comments of a threatening, intimidating, demeaning or belittling nature (even if intended as sarcasm or a joke).

Conduct meets the legal definition of sexual harassment where:

- Submission to sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in a program;
- Submission to or rejection of sexual conduct influences employment or other decisions affecting the individual; or
- Sexual conduct or language interferes with an individual's performance (work or otherwise) or creates an intimidating, hostile or offensive environment

Sexual harassment can occur in a variety of circumstances. Here are some things to remember:

- A male as well as a female may be the victim of sexual harassment, and a female as well as a male may be the harassing person;
- The victim does not have to be of the opposite sex from a harasser;
- The victim and the harasser may be peers or may be at different levels or have different roles in the organization;



- The victim does not necessarily have to be the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the co-workers or interferes with the co-worker's work performance;
- It may be repeated actions or just a single incident if it is serious.

Individuals should be aware that no athletic director, employee, officer, coach, volunteer or participant of any CYO program, no matter what position he or she holds, has the authority to engage in sexually harassing conduct or to condition any term or condition of employment or program participation on submission to any sexual conduct.

***What to do if you feel that discrimination or harassment has occurred:***

If you believe that you or any other individual has been subjected discrimination, including sexual or other forms of harassment, you should immediately notify the chair of the CYO Executive Board or the Executive Director. CYO takes such complaints extremely seriously and investigates promptly so that appropriate corrective action can be taken to eliminate any unacceptable conduct.

It is critically important to the success of our programs that all individuals feel free to come forward with any complaints or concerns regarding inappropriate conduct. Retaliation against anyone who, in good faith, makes a complaint or provides information concerning a complaint is forbidden in the strongest possible terms. If you believe that your complaint or concern has not been handled properly, or that you have been subjected to retaliation for making a complaint, you should notify the chair of the Executive Board. Should you have any questions about this policy, please address them to the Executive Director.

***Code of Conduct:*** It is critical for all of us to remember that our organization exists to provide opportunities for youth to participate in activities under conditions that are safe and enjoyable, and to promote Catholic/Christian values. Any conduct that interferes with the ability of a CYO employee, coach, athletic director, volunteer, or youth participant to facilitate or participate in these opportunities, including harassing or other discriminatory conduct is detrimental to every one of us and to the organization as a whole. Consequently, CYO's policy requires more than just obeying the law. It requires that individuals at all levels of our organization conduct themselves with respect for the dignity of others in their role with CYO. Coaches and parents are encouraged to discuss the policy and CYO's expectations for appropriate conduct with participants. Any employee, coach, athletic director, volunteer or participant who engages in harassing, discriminatory or other objectionable behavior is subject to consequences for their actions. For employees, these consequences may include appropriate disciplinary action, including immediate termination from employment. For coaches, athletic directors, volunteers and participants, consequences may include termination of the individual's relationship with CYO and removal from the program.



ACKNOWLEDGEMENT OF RECEIPT OF EQUAL OPPORTUNITY/ANTI-HARASSMENT-SEXUAL ABUSE/CODE OF CONDUCT POLICY FOR COACHES/PROGRAM PARTICIPANTS/PARENTS/VOLUNTEERS;

***I understand and support Catholic Youth Organization's (CYO) Equal Opportunity/Anti-Harassment-Sexual Abuse/and Code of Conduct policy, effective March 1, 2001. I understand that while I am participating in a CYO program in any capacity I am expected to comply with the terms of the policy and that the failure to do so may subject me to consequences, including discontinuation of my participation in the program.***

11. Entire Agreement. This Agreement represents the entire agreement between Contractor and CYO with respect to the subject matter hereof, superseding all provision oral or written communications, representations, understandings, or agreement whether implicit or explicit relating to this subject. This Agreement may be modified only by a duly authorized representative in writing and executed by both parties thereto.

\_\_\_\_\_  
CYO Representative

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Execution Date