

EMPLOYMENT AGREEMENT
BOZEMAN AMERICAN LEGION BASEBALL COACH

Employment agreement made _____, 20__, between Bozeman American Legion Baseball, a nonprofit corporation organized and existing under the laws of Montana, with its principal office address at PO Box 6054, Bozeman MT 59771 (the employer, "Legion Program"), and _____ [Name] _____, _____ [Address] _____ (the employee, "Coach").

I. SECTION ONE- EMPLOYMENT

- A. The Legion Program employs Coach and Coach accepts employment upon the terms and conditions set forth in this agreement.
- B. The parties agree that Coach is not and will not be considered in any capacity an employee of the Legion Program. The Coach is and will be considered an independent contractor for all purposes. All compensation provided by the Legion Program to the Coach is subject to deductions and withholdings as required by law. The Coach will be responsible for paying all applicable local, state and federal income taxes.

II. SECTION TWO- TERM

- A. Subject to the provisions of the renewal options on the part of either party to this agreement, as set forth below, the term of this agreement shall begin on the effective date set forth above, and shall terminate on _____, 20__, unless sooner terminated in accordance with other provisions of this agreement.

III. SECTION THREE- COMPENSATION

- A. Season Compensation. In consideration of Coach's services and satisfactory performance of this agreement, the Bozeman American Legion Board agrees to pay Coach a season salary as follows:
 - 1. 2010 season the amount of \$ _____.
 - 2. 2011 season to be determined by the Legion Board upon mutual consent of the Coach and Board.
- B. Payment Terms. Compensation shall be payable in arrears monthly installments on the 1st of each month beginning on March 1st, 2010, or if starting after March 1st on the next regular payment date. The final installment will be paid after all equipment has been checked in, the locker room, coaching office and bus are all cleaned and inspected by the Board, or its designee.
 - 1. Commercial Drivers License. Coach shall obtain a valid Montana Commercial Drivers License (CDL) by May 1st, 2010. If Coach does not obtain CDL by May 1st, 2010 Coach's May 2010 paycheck, and all future paychecks thereafter shall be may be withheld until Coach obtains a valid CDL.
- C. Supplemental Compensation. Each year the team is the conference champion or co-champion, and if Coach continues to be employed as the head coach, the Legion Board shall pay to Coach supplemental compensation in an amount equal to \$ 500 as a lump sum payment at the conclusion of the season.

IV. SECTION FOUR- EMPLOYMENT DUTIES

- A. Employment. Subject to the terms and conditions of this agreement, the Legion Program shall employ Coach as the head coach of its American Legion baseball teams: the Bucks AA and Spikes A teams (the "team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- B. Reporting Relationship. Coach shall report and be responsible directly to the Bozeman Legion Board of Directors (the "Board"), or the Board's designee. Coach shall abide by the reasonable instructions of the Board, or the Board's designee and shall confer with the Board, or the Board's designee on all administrative, technical matters and disciplinary matters.
- C. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Board the hiring and termination of assistant coaches for the team, but the final decision to hire or terminate an assistant coach shall be made by the Board.
- D. Player Personnel. As the head coach, and as such, Coach shall have full responsibility for all team try-outs, practice and game coaching situations. Coach shall have the authority to decide which players to keep or cut from the team.
- E. Scheduling. Coach shall be responsible for scheduling tournaments, conference and non-conference games for both teams. Coach may designate an assistant coach or other representative of the Legion Program to schedule for the Spikes A team including it's host Howard Rein tournament. Coach shall consult with the Board or its designee regarding the scheduling of tournament play that requires travel and entry fee expenses.
- F. Budget. Coach shall assist the Board with the annual operating budget. Coach is subject to staying within the program budget on an annual basis after the Board has approved it.
- G. Media Relations. Coach agrees to participate in area media programs and public appearances related to duties as a coach of the Legion Program including but not limited to radio, television and newspaper forms of media to promote Bozeman American Legion baseball.
- H. Fund Raising.
 - 1. Coach agrees to organize and run at least one youth baseball clinic during the season as a fundraiser for the Legion Program. Coach will have full use of the Legion Field and players on the Bucks and Spikes teams to assist with the clinic;
 - 2. Coach agrees to participate in spring Bucks Basketball tournament fund raiser;
 - 3. Coach agrees to organize at least 1 home class A tournament for the Spikes. The Coach may also pursuit organizing a class AA tournament.
 - 4. Coach agrees participate in other fund raising activities that may be assigned from time to time.
- I. Communications. The Board or its designee shall have the right to request that Coach consult with the Board on team matters, but otherwise shall not hinder, harass, or interfere with Coach's performance of the duties under this agreement. The intent and purpose of this clause is to give Coach full control of the teams and the coaching staff.

- J. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this agreement Coach, in addition to the obligations set forth elsewhere in this agreement, Coach shall:
1. Devote Coach's full time and best efforts to the performance of Coach's duties under this agreement;
 2. Develop and implement programs and procedures with respect to the evaluation, training, and coaching of team members to compete successfully while assuring their welfare and safety;
 3. Know, recognize, and comply with all applicable rules, regulations and policies of the Montana American Legion Baseball program, playing rules, and the Bozeman American Legion Program and its Policies;
 4. Supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the team know, recognize, and comply with all such rules, regulations and policies; and immediately report to the Board or its designee if Coach has reasonable cause to believe that any person or entity, including but not limited to coaches, players or parents, has violated or is likely to violate any such rules, regulations and policies. Coach shall cooperate fully with the Board or its designee;
 5. Assist with field, equipment and facilities maintenance including but not limited to the coaches office, locker room and equipment shed;
 6. Issue at the beginning of the season and check in at the end of the season all player and team equipment for the teams;
 7. Keep general statistics on the Bucks team if not done by some other volunteer(s); and
 8. Assist the team's designated representative with the collection and documentation of all player fees.
- K. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting sufficient time to allow Coach's best efforts to the performance of Coach's duties under this agreement, or that, in the opinion of the Board would reflect adversely upon the Legion Program.
- L. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other American Legion program requiring performance of duties prior to the expiration of this agreement, without the prior written approval of the Board. Such approval shall not unreasonably be withheld.
- M. Licensing. Coach shall maintain a valid Montana driver's license and Montana CDL. Coach agrees to a vehicular license check for the Legion Program insurance purposes.
- N. Miscellaneous Duties. Coach shall manage and supervise the team and shall perform such other duties in the legion baseball program as the Board may assign and as may be described elsewhere in this agreement.

V. SECTION FIVE- EXPENSES

- A. Coach is authorized to incur reasonable expenses during the legion season carrying out Coach's duties as head coach. These expenses may include sums for coaching training; team and coaches travel related expenses. Such expenses shall be confined within the amount budgeted for these activities. The Board or its designee shall first approve in writing any expense in excess of budgeted amounts. The Legion Board shall reimburse Coach for all such properly incurred expenses upon presentation by Coach of an itemized account of such properly incurred expenses and receipts for incurred expenses.

VI. SECTION SIX- TERM RENEWAL

- A. This agreement is renewable solely upon an offer from the Board and subsequent acceptance by Coach, both of which must be in writing and signed by the parties.

VII. SECTION SEVEN- TERMINATION

- A. Termination of Coach for Cause. The Board may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this agreement at any time for good cause.
1. Suspension, reassignment, or termination for good cause shall be effectuated by the Board as follows: before the effective date of the suspension, reassignment, or termination, the Board or its designee shall provide Coach with notice which shall include the reason(s) for the suspension or termination. Coach shall then have an opportunity to respond in writing or in person. After Coach responds or fails to respond, the Board shall notify Coach whether, and if so when, the action will be effective.
 2. In the event of any termination for good cause, the Legion Board's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination.
- B. Termination by Coach for Convenience.
1. Coach recognizes that his promise to work for the Legion Program for the entire term of this agreement is of the essence of this agreement. Coach also recognizes that the Legion Program is making an investment in Coach's employment by entering into this agreement and that its investment would be lost was Coach to resign or otherwise terminate his employment with the Legion Program before the end of the contract term.
 2. Coach, for his own convenience, may terminate this agreement during its term by giving prior written notice to the Board. Termination shall be effective thirty (30) days after notice is given to the Board.
- C. Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the Legion Program's coaches or team members or otherwise obstruct the Legion Program's ability to transact business or operate its baseball program.

VIII. SECTION EIGHT- MISCELLANEOUS PROVISIONS

- A. Effective Date. This agreement shall not be effective until and unless approved by the Board and executed by both parties as set forth below.
- B. Legion Program Property. All personal property (excluding vehicles), material, and articles of information, including, but not limited to, keys, credit cards, personnel records, recruiting records, team information, videos, statistics or any other personal property, material, or data, furnished to Coach by the Legion Program; or developed by Coach on behalf of the Legion Program or otherwise in connection with Coach's employment under this agreement are and shall remain the sole property of the Legion Program. Within seven (7) days of the expiration of the term of this agreement or its earlier termination as provided in this agreement, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Legion Board or its designee.
- C. Assignment. Neither party may assign its rights or delegate its obligations under this agreement without the prior written consent of the other party.
- D. Severability. If any provision of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall not be affected and shall remain in effect.
- E. Waiver. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- F. Governing Law. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Montana.
- G. Notices. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this agreement.
- H. Attorney's Fees. If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees and costs.
- I. Headings. The headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.
- J. Binding Effect. This agreement is for the benefit only of the parties to it and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- K. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this is agreement.
- L. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

M. Modification to the Agreement. This agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this agreement shall be effective unless in writing, signed by both parties, and approved by Board.

Dated this ____ day of _____, 20____.

BOZEMAN LEGION BOARD

Name, President Date

BUCKS & SPIKES COACH

Name, Head Coach Date

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