

*This sample is for illustrative purposes only and should not be used as a template. STMA recommends that you utilize professional legal counsel whenever entering into an employment contract or agreement. This example offers ideas on items you could consider including in your contract, however, it is not meant to be an all-inclusive list of benefits.*

EMPLOYMENT CONTRACT  
BETWEEN

[Insert Name]  
AND THE

[Insert Name]

This Employment Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_, by and between the \_\_\_\_\_ ("EMPLOYER"), and  
\_\_\_\_\_ ("SPORTS TURF MANAGER") as ratified by action of the governing  
board of EMPLOYER at a regular meeting held on \_\_\_\_\_, 20 \_\_\_\_ . This contract incorporates  
and replaces all prior contracts and/or amendments thereto.

EMPLOYER is a \_\_\_\_\_ facility established for the purpose of maintaining,  
operating and conducting, among other activities, sports fields and related facilities and grounds  
("facilities").

In consideration of the mutual promises of each, and other good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged by both the EMPLOYER and  
SPORTS TURF MANAGER agree as follows:

**1. TERM**

The EMPLOYER employs the SPORTS TURF MANAGER, and the SPORTS TURF  
MANAGER hereby accepts employment as a SPORTS TURF MANAGER for a \_\_\_\_\_-YEAR term  
commencing on \_\_\_\_\_, 20 \_\_\_\_ and ending on \_\_\_\_\_, 20 \_\_\_\_ . EMPLOYER may by specific action and with the  
consent of SPORTS TURF MANAGER grant a \_\_\_\_\_-year/month extension of the existing  
contract. EMPLOYER shall notify SPORTS TURF MANAGER in writing, [ days] or [prior to  
\_\_\_\_\_, 20 \_\_\_\_ ] of its intent concerning such extension and/or nonrenewal.

**2. CONDITIONS OF EMPLOYMENT**

**A. Duties.** The SPORTS TURF MANAGER is the Director of Facilities and Operations  
("DFO") for the athletic fields and related facilities and shall faithfully perform the normal duties of  
a SPORTS TURF MANAGER for the EMPLOYER as prescribed in the job description, as may be  
assigned by the EMPLOYER, and as more particularly set forth in paragraphs 1 through 15,  
immediately hereafter.

The duties of SPORTS TURF MANAGER shall include, but are not limited to the  
following:

1. Control and direct the maintenance, care and improvement of the athletic fields  
and grounds, including maintenance facility, irrigation system, mowing and other  
field management equipment.

2. Implement policies established by the EMPLOYER through its governing structure.
3. Apply, inventory, and maintain all pesticides in accordance with applicable laws, regulations (federal, state and local), and prudent management practices.
4. Coordinate all field activities with the (athletic director, stadium manager) at the facility.
5. Recruit, interview, hire, and supervise employees in accordance with applicable state and federal laws.
6. Work with management entity and attend management meetings.
7. Coordinate the hiring of any independent outside contractor retained by the athletic facility related to the operations of the fields and related facilities.
8. Maintain the athletic fields and grounds in a manner consistent with the budget provided by EMPLOYER.
10. Prepare an annual operations and capital improvements budget.
11. Enforce the rules and regulations at the athletic facility as they presently exist or as they may hereafter be modified or amended and develop a policy of reporting violations.
12. Develop, implement, and review on an annual basis, policies and procedures affecting the orderly maintenance of the facilities and equipment.
13. Recommend and supervise the purchase, lease, installation and maintenance of athletic field equipment.
14. Prepare a long-range plan for improvements to the facilities and projections for financial needs and coordinate the implementation of the plan.
15. Perform such other duties as are customarily performed by the SPORTS TURF MANAGER and such other duties as assigned by EMPLOYER.

**B. Limitation of Authority.** Notwithstanding other terms herein, SPORTS TURF MANAGER shall not have the right to make contracts or commitments for amounts in excess of Dollars (\$) for or on behalf of EMPLOYER, without first obtaining the express written consent of EMPLOYER.

**C. Supervision of SPORTS TURF MANAGER.** SPORTS TURF MANAGER reports to the (owner, athletic director, board of governors, president, stadium manager, corporation officer, or other supervisor). If that person is temporarily absent or unable to perform [his or her] duties, then the SPORTS TURF MANAGER shall report to the ( ). In no event shall there be more than one person at any time acting on behalf of the EMPLOYER insofar as control of the SPORTS TURF MANAGER is concerned.

**D. Criticism, Complaints and Suggestions.** The EMPLOYER, individually and

collectively, shall refer all criticisms, complaints and suggestions called to the EMPLOYER'S attention which EMPLOYER deems substantive at the time, to the SPORTS TURF MANAGER for study and appropriate action, and the SPORTS TURF MANAGER shall review and investigate such matters and inform the EMPLOYER of the results.

**E. Board/Management Meetings.** The SPORTS TURF MANAGER shall attend appropriate meetings of the (owner, athletic director, board of governors, president, stadium manager, corporation officer, or other supervisor) with the exception of executive sessions devoted to the consideration of any action or lack of action on the SPORTS TURF MANAGER'S contract, the SPORTS TURF MANAGER'S salary or benefits, or the SPORTS TURF MANAGER'S evaluation.

**F. Professional Organizations, Meetings and Activities.** The SPORTS TURF MANAGER shall devote his time, attention, and energy to the direction, administration and supervision of the athletic and grounds facilities. The SPORTS TURF MANAGER shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the EMPLOYER, including membership fees and dues of the SPORTS TURF MANAGER in such organizations as [he or she] deems appropriate in the performance of [his or her] duties. The SPORTS TURF MANAGER may hold offices or accept responsibilities in these professional organizations; provided that such responsibilities do not interfere with the performance of [his or her] duties as SPORTS TURF MANAGER.

**G. Outside Consultation Activities.** The SPORTS TURF MANAGER may, with EMPLOYER approval, serve as a consultant and receive a reimbursement of expenses and/or be paid an honorarium for such consultation services at no expense to the EMPLOYER. Prior to engaging in these activities, the SPORTS TURF MANAGER will notify the EMPLOYER in writing of the activity. The EMPLOYER will notify the SPORTS TURF MANAGER if the activity presents a conflict or interferes with the performance of [his or her] duties as a SPORTS TURF MANAGER. If the SPORTS TURF MANAGER receives compensation for outside consultation in excess of traveling expenses, the SPORTS TURF MANAGER shall use vacation time, holidays, compensatory time (which shall equate to one and one half hours of paid leave for each hour worked) or other non-duty days for such consultation. Consultation provided by the SPORTS TURF MANAGER under the terms and conditions of this paragraph must be consistent with state and federal law.

**H. Limitation to Consultation Activities/Outside Employment.** Notwithstanding paragraph 2 G, SPORTS TURF MANAGER shall not, without the express written consent of EMPLOYER, be interested directly or indirectly, in any manner, as a partner, officer, director, shareholder, adviser, employee, or in any other capacity in any other business similar to EMPLOYER' business or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of SPORTS TURF MANAGER to invest any of [his or her] mone) in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent SPORTS TURF MANAGER from investing or limit SPORTS TURF MANAGER'S right to invest [his or her] money in real estate.

**I. Civic Activities.** The SPORTS TURF MANAGER is encouraged to participate in community and civic affairs of the community. The membership and direct expenses of such memberships and activities shall be paid by the EMPLOYER as permitted by law and approved by the EMPLOYER.

**J. Reassignment.** The SPORTS TURF MANAGER shall not be reassigned from the position of SPORTS TURF MANAGER to another position without the SPORTS TURF MANAGER'S written consent.

### **3. COMPENSATION**

**A. Salary.** EMPLOYER shall pay to SPORTS TURF MANAGER in exchange for services rendered under this Agreement, compensation at the rate of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) per year, payable \_\_\_\_\_ time(s) a month on the \_\_\_\_\_ [number] and \_\_\_\_\_ [number] days of each month while this Agreement shall be in force.

**B. Reimbursements and Expenses.** EMPLOYER shall reimburse SPORTS TURF MANAGER for all reasonable expenses incurred in travel for EMPLOYER, attending the annual conference of [his or her] professional association, educational courses, and meetings of the local chapter of [his or her] professional association upon presentation of appropriate expense reports.

**C. Vacation and Sick Leave.** SPORTS TURF MANAGER shall be entitled to \_\_\_\_ days of paid vacation each year during the term of this Agreement, the time for such vacation to be determined by mutual agreement between the EMPLOYER and the EMPLOYEE. \_\_\_\_\_ days of sick leave will be provided each year during the term of this Agreement.

**D. Life Insurance Premium.** EMPLOYER shall pay SPORTS TURF MANAGER'S premium on [his or her] \$ \_\_\_\_\_ .00 life insurance policy for the period [he or she] performs the duties of SPORTS TURF MANAGER.

**E. Automobile Expense.** SPORTS TURF MANAGER shall receive an automobile allowance of \_\_\_\_\_ Hundred Dollars (\$ \_\_\_\_\_ .00) per month to defray the expense of obtaining an automobile through ownership or lease, or shall be provided a vehicle of SPORTS TURF MANAGER'S choosing, subject to the approval of the EMPLOYER. Said vehicle shall be replaced every ( ) years. This vehicle may be used by SPORTS TURF MANAGER for business and personal purposes. EMPLOYER shall maintain automobile liability, property damage, and comprehensive insurance and pay the normal and necessary expenses for operation and maintenance of such vehicle.

**F. Pension Plan.** SPORTS TURF MANAGER shall receive [% of salary contributed to pension plan; or employee match of \_\_\_% to 401(k) ]

**G. Medical and Dental Insurance.** EMPLOYER shall either provide to SPORTS TURF MANAGER and pay the full premium for a comprehensive family health insurance policy provided under EMPLOYER'S existing family health insurance plan; or, if SPORTS TURF MANAGER elects to provide [his or her] own health insurance, pay to SPORTS TURF MANAGER as additional salary, an amount equal to the cost of providing said comprehensive family health insurance policy.

**H. Bonus Compensation.** In addition to any other compensation paid to SPORTS TURF MANAGER, EMPLOYER shall pay SPORTS TURF MANAGER bonuses in accordance with the criteria set forth below:

1. Professional Certification. If SPORTS TURF MANAGER, during the term of this Agreement, becomes a Certified Sports Field Manager (CSFM) and receives a certificate from the Sports Turf Manager's Association indicating successful

completion of the certification program, SPORTS TURF MANAGER shall receive (\$ \_\_\_\_\_ ) as a bonus in addition to [his or her] annual compensation.

2. Performance Standards. EMPLOYER, as incentive to SPORTS TURF MANAGER, shall pay a bonus of \_\_\_\_\_ % of SPORTS TURF MANAGER'S annual compensation set forth in Paragraph 3A for (adherence to the annual facilities budget, conducting non team events within budget and timeline, team makes playoffs, end of year, holiday, etc.)

3. Risk Management. EMPLOYER, as incentive to SPORTS TURF MANAGER shall pay a bonus of \_\_\_\_\_ % of the reduced annual insurance premium attributable to the development and implementation of a risk management or safety program, which resulted in the premium reduction.

#### **4. BENEFITS**

*[\* denotes those provisions which may be alternatively addressed in the compensation section above.]*

SPORTS TURF MANAGER shall receive the following benefits:

- A. Major medical and comprehensive health insurance, including dental, vision and prescription coverage. \*
- B. Life insurance. \*
- C. Pension plan\*
- D. Disability insurance. SPORTS TURF MANAGER shall receive disability insurance equivalent to \_\_\_\_\_ year's annual compensation as set forth in paragraph 3A.
- E. \_\_\_\_\_ meals per ( ) .
- F. Use of a vehicle to more expeditiously carry out the duties of SPORTS TURF MANAGER. \*
- G Housing Allowance. SPORTS TURF MANAGER shall receive a housing allowance of \$ \_\_\_\_\_ Hundred Dollars (\$\_\_\_\_\_ .00) per month to reside in close proximity to the facility to provide emergency services at the facility in conjunction with [his or her] employment.
- H. In addition, the SPORTS TURF MANAGER shall be paid deferred compensation of Dollars (\$ \_\_\_\_\_).
- I. Free family tickets and parking for (all / #) games.
- J. Clothing allowance. The SPORTS TURF MANAGER shall receive (\$ \_\_\_\_\_) worth of team gear as selected by SPORTS TURF MANAGER. Otherwise, (and excepting only employee meal benefit) [he or she] shall pay for services and merchandise at EMPLOYER'S cost.
- K Health Club allowance. The SPORTS TURF MANAGER shall receive (\$ \_\_\_\_\_) per month for health club or YMCA membership.

#### **5. ANNUAL PERFORMANCE EVALUATION**

EMPLOYER shall evaluate and assess the performance of the SPORTS TURF MANAGER in writing at least once a year. The meeting at which the EMPLOYER evaluates the SPORTS TURF MANAGER will be held in a closed environment, executive session if done by EMPLOYER'S governing board, unless the EMPLOYER and SPORTS TURF MANAGER agree that it should be held in an open setting. The EMPLOYER shall devote a portion of the meeting at which the evaluation takes place to a discussion of the working relationship between the SPORTS

TURF MANAGER and the EMPLOYER. The evaluation format and procedure shall be in accordance with the EMPLOYER'S administrative evaluation system and state and federal law. The evaluation may form the basis for increases in SPORTS TURF MANAGER'S compensation.

## **6. TERMINATION**

This employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of SPORTS TURF MANAGER. If the SPORTS TURF MANAGER is permanently disabled or is otherwise unable to perform [his or her] duties because of sickness, accident, injury, or mental incapacity for a period of ninety (90) working days beyond any accrued sick leave, the EMPLOYER shall have the option to terminate this agreement with no obligation to pay the aggregate severance sum designated in paragraph 6D.

C. Discharge for cause. In the event SPORTS TURF MANAGER commits a material breach of the obligations and duties of SPORTS TURF MANAGER under this Agreement or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. EMPLOYER may terminate this Agreement, during its term, only for "cause" which, for purposes herein, shall mean SPORTS TURF MANAGER'S (i) material and continuing failure to perform [his or her] essential duties hereunder; including but not limited to failure to work full-time on the business of EMPLOYER for reasons other than disability; or (ii) dishonesty; or (iii) gross misconduct or gross dereliction of duty; or (iv) fraud, misrepresentation or other acts of moral turpitude or criminal conduct; or (v) a material breach of any term of this Agreement. SPORTS TURF MANAGER may terminate this Agreement upon any material breach by EMPLOYER which is not cured within 30 days of written notice by SPORTS TURF MANAGER.

D. Unilateral termination by EMPLOYER. In the event SPORTS TURF MANAGER is terminated by the EMPLOYER and during such time the SPORTS TURF MANAGER is willing and able to perform [his or her] duties under this agreement, then in that event the EMPLOYER agrees to pay SPORTS TURF MANAGER, as severance pay, all of the aggregate annual salary [he or she] would have earned under this employment contract from the actual date of termination and/or one-month's pay for each year of service, whichever is greater.

E. Death of SPORTS TURF MANAGER.

## **7. SAVINGS CLAUSE**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

## **8. MODIFICATION**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## **9. CHOICE OF LAW**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of \_\_\_\_\_ and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of \_\_\_\_\_ shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**10. NO 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 thereafter 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.

**11. PARAGRAPH HEADINGS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**12. COMPLETE AGREEMENT**

This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that [he or she] or it has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have Been made by either of them to the other prior to the date of executing this Agreement are or no effect and that neither of them has relied thereon in connection with [his or her] dealings with the other.

**13. INDEMNIFICATION**

Employer shall indemnify SPORTS TURF MANAGER against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the SPORTS TURF MANAGER in connection with [his or her] defense or settlement of any claim, action, suit or proceeding in which [he or she] is made a party or which may be asserted against [him or her] by reason of [his or her] employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw agreement, or otherwise.

In witness whereof, each party to this Agreement has caused it to be executed at

\_\_\_\_\_ [place of execution] on the date indicated below.

[Signatures and date(s) of signing]

Title of person representing [EMPLOYER]