

EMPLOYMENT CONTRACT

THIS CONTRACT MADE THE _____ DAY OF _____, 20____.

BETWEEN:

_____ a Corporation/Society
duly incorporated pursuant to the laws of the Province of
_____ with corporate number _____
and with a registered and records address of: _____
_____.

(hereinafter referred to as the "Employer")

- AND -

of _____
_____.

(hereinafter referred to as the "Coach")

WHEREAS:

- A. The Employer's members are involved in _____ (level of competition) athletic competition in the sport of _____.

- B. The Coach is qualified in the instruction, training and preparation of athletes in the sport of _____;

- C. The Employer wishes to retain the services of the Coach, and the Coach wishes to contract his/her services to the Employer on the terms and conditions hereinafter set out.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and subject to the terms and provisions hereinafter set out, the parties hereto agree as follows:

1.0 TERM OF EMPLOYMENT

1.01 The Employer shall employ and the Coach shall serve in the employment of the Employer from _____ until _____ or until such employment is extended as provided in s. ____ of this contract.

2.0 REMUNERATION

2.01 The Coach's remuneration shall be a fixed salary of \$_____ per month payable on a bi-weekly basis, on the 14th and the last day of each month.

2.02 The Coach's remuneration as described in s.2.01 above is a Gross income amount and does not include any deductions for taxes, pension plan contributions, employment insurance or other applicable deductions as agreed to by both parties in writing.

3.0 JOB DESCRIPTION

3.01 The Coach's duties shall consist of those set out in the job description attached to this agreement as Schedule "A". Amendments to Schedule "A" are valid only if made in writing and signed by both parties to this contract.

4.0 TERMINATION

4.01 There shall be no termination prior to the end of the term of this contract except for cause of willful fraud or similar default on the part of the Coach.

5.0 ARBITRATION

5.01 Should any dispute arise between the Employer and the Coach or any member of the Employer and the Coach, which cannot be satisfactorily resolved by the parties, either or any party may request that an arbitrator be appointed to determine the dispute and provide a Decision upon giving ten (10) days written notice to the other party/parties of the intention to appoint an arbitrator.

- 5.02 An arbitrator may only be appointed if the arbitrator has been mutually agreed upon by both parties to the dispute. Should the parties fail to agree on an arbitrator, each party shall appoint an arbitrator and the arbitrators shall provide a joint Decision. Should one party fail to appoint or agree to the appointment of an arbitrator after receiving notice of the other party's/parties' intention to appoint an arbitrator, they shall be deemed to agree to the appointment of the arbitrator.
- 5.03 The costs of appointing any arbitrator(s) and obtaining a Decision shall be borne entirely by the Employer.
- 5.04 Without limiting the scope this section, an arbitrator may not be appointed to make decisions relating to:
- a) doping offences, which are to be dealt with under the Canadian Policy on Doping in Sport and the Canadian Doping Control Regulations;
 - b) disciplinary matters arising during events organized by entities which are dealt with under the policies of those other entities, provided that they have an appeal policy in place; or
 - c) criminal offences for which a criminal conviction is sought.

6.0 APPEAL OF ARBITRATION

- 6.01 The Decision of an arbitrator appointed in accordance with this section 5.0 of this contract may be appealed by either party provided that the appealing party provides notice of the intention to appeal within ten (10) days of receiving the Decision;
- 6.02 The Decision of an arbitrator appointed in accordance with section 5.0 of this contract may only be appealed on the following grounds:
- a) the arbitrator made a decision for which they did not have authority or jurisdiction as set out in this contract;

- b) the arbitrator made a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was made on the basis of, or significantly influenced by factors unrelated to the merits of the decision; or
- c) the arbitrator made a decision that was grossly unreasonable or unfair.

6.03 Appeals in accordance with this section may only be heard by _____ who shall provide a written decision (the "Final Decision") and whose Final Decision shall be final and binding on all parties.

7.0 NOTICE

7.01 Any notice or other communication required or permitted to be given to any party hereunder shall be in writing and shall be either:

- a) personally delivered to such party or a responsible officer of such party;
- b) sent by registered mail or certified post, postage prepaid; or
- c) sent by telegraph, fax, email or similar method of communication, charges prepaid, confirmed by prepaid registered mail.

7.02 Any notice given pursuant to this contract shall be sent to the parties at their respective addresses set out below:

To the Employer:

To the Coach:

Any party may from time to time change its address by written notice to the other party given in accordance with the provisions of this contract.

7.03 Any notice or communication given by registered mail to any party at our address as specified here in shall be deemed to have been received by such party on the second business day after which it is so mailed, provided, however, that a strike or lockout of postal employees is not then in effect or generally known to be impending. Any notice given by telex, fax or email is deemed to be received on the date of the sending of the telex, fax or e-mail provided that the sender can provide documentary confirmation of sending.

8.0 TERMS AND CONDITIONS

8.01 The Coach shall acquire and maintain a membership in good standing with the Coaches Association of British Columbia throughout the term of this Agreement.

8.02 The Coach shall be compensated for his/her expenses in accordance with the policies of the Employer in respect to expenses properly incurred in the course of his/her employment including, but not limited to, the following:

- a) Hotel or accommodation expenses while on tournaments or Employer sanctioned events;
- b) Food while on tournaments or Employer sanctioned events;
- c) Travel to and from tournaments or Employer sanctioned events;
- d) Rental of facilities for practices or events upon the prior approval of the Employer; and
- e) Rental or purchase of equipment for practices or events upon the prior approval of the Employer;

and the said policies are attached as Schedule "B" to this Agreement as it may be amended from time to time if agreed to and signed by the parties hereto.

8.03 The Coach shall submit such written reports to the Employer as required by the job description provisions set out in the attached Schedule "A" on a (monthly/quarterly/semi-annual) basis.

- 8.04 The Coach shall be responsible for the training, conduct and discipline of the members of the Employer at all times when they are under his/her supervision and he/she shall be authorized to suspend any member for conduct which the Coach considers unacceptable. The circumstances respecting the suspension and/or discipline of a member must be summarized in writing by the Coach and shall be subject to review by the Employer who will make the final determination about the status of the individual member.
- 8.05 At least once during every _____ during the term of this contract, the Coach's performance of his/her duties pursuant to this contract shall be reviewed by the Employer. A written report in respect to such review shall be prepared by the Employer and a copy provided to the Coach within four (4) days of completion.
- 8.06 The Employer shall designate in writing its officers and/or representatives to whom the Coach shall report and take instructions.
- 8.07 If applicable, the Employer will register itself as required pursuant to the *Workers' Compensation Act*.
- 8.08 The Employer will maintain adequate third party liability insurance to insure all activities the Coach undertakes in the course of his/her employment.

9.0 EMPLOYEE BENEFITS

- 9.01 In each calendar year, the Coach shall be entitled to such reasonable period of vacation, not exceeding (two/three/four) weeks in any one year, as the Employer may approve, and this vacation shall be taken at such time as agreed to in writing by both the Coach and the Employer, with agreement not to be unreasonably withheld.

9.02 The Employer shall provide the following benefits collateral to the Coach's employment:

- a) Medical Insurance;
- b) Dental Insurance;
- c) Extended Medical Insurance;
- d) Life Insurance;
- e) Disability Insurance and/or Sick Leave.

9.03 The Employer agrees to pay for the reasonable expenses incurred in connection with programs, courses and seminars to improve the Coach's professional skills, provided that such expenses are approved in writing and in advance by the Employer.

10.0 GENERAL

10.01 If any provision of this Agreement or any part thereof shall to any extent be found and determined to be invalid, or unenforceable, it shall be severable from this Agreement and the remainder of this Agreement shall be construed as if the invalid provision or part thereof had been deleted from this Agreement.

10.02 This Agreement and all matters arising hereunder shall be interpreted and construed in accordance with the Laws of the Province of _____ and the parties hereto agree to attorn to the jurisdiction of the courts in _____.

10.03 This Agreement with its attached Schedules contains all the terms and conditions relating to the employment of the Coach by the Employer and supersedes all previous Agreements relating thereto. Any amendment or variation hereof shall be valid only if in writing and signed by all the parties hereto.

10.04 In this Agreement, the singular includes the plural and vice-versa; the masculine includes the feminine and vice-versa; any reference to a party includes that party's heir, executors, administrators, and permitted assigns, and in the case of a corporation or society, its successor and permitted assigns.

10.05 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by _____)
in the presence of:)
)
)
_____)
Name)
_____)
Address)
_____)
)
_____)
Occupation)

EMPLOYER or authorized signatory

SIGNED, SEALED AND DELIVERED)
by _____)
in the presence of:)
)
)
_____)
Name)
_____)
Address)
_____)
)
_____)
Occupation)

COACH