

EMPLOYMENT AGREEMENT

Between:

XXX (Hereinafter "Employer")
[Insert Address]

- and -

XXX (Hereinafter "Employee")
[Insert Address]

WHEREAS the Employer, a Society, is the (club purpose per incorporation doc);

AND WHEREAS the Employee is skilled in working as an (administrator, planner, coach, manager, web designer) with a provincial sport governing body;

AND WHEREAS the Parties have agreed to enter into an employment relationship and wish to reflect the terms of their agreement in writing;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties hereby agree as follows:

Police Record Check

1. This Agreement is conditional upon the Employee obtaining a police security check. The Employer, in its sole discretion, will determine whether such offences pose an unacceptable risk to the safety and security of the Employer and its members and may rescind this employment offer immediately. The Employee will renew such police security check upon the request of the Employer.

Responsibilities of the Employee

2. The Employee will:
 - a) Complete all duties as described in Appendix "A".
 - b) Report to directly to the Employer's _____.
 - c) Adhere to all the Employer's policies and procedures of the Employer.
 - d) Devote their full time and attention during working hours to the business and interests of the Employer.
 - e) Act in a manner that promotes a positive and professional public image.
 - f) Schedule work hours in order to accommodate the changing needs of the Employer which may require evening and weekend work.

Consideration

3. The Employer will pay the Employee:

- a) A monthly amount of \$_____, which will be payable semi-monthly on the 15th and last day of each month;
 - b) Reasonable out-of-pocket expenses properly incurred in the course of employment, subject to the delivery of appropriate statements and receipts.
 - c) Mileage for business-related travel in accordance with the Employer's approved rates (excluding travel between the Employee's home and the Employer's office);
 - d) Submission of an expense claim to cover cell phone costs of \$___ a month may be made; and
 - e) Benefits in accordance with the Employer's Insurance Benefits Plan.
4. Consideration payable to the Employee will be of a confidential nature and will not be discussed with other employees or members, beyond the Executive Director.

Performance Review

5. The Employer will conduct a performance evaluation, at anytime, to evaluate the performance of the Employee and to establish any applicable further objectives, if any, of the Employee. Any revision of the Employee's job description is at the sole discretion of the President and _____, acting reasonably.

Overtime

6. With the seasonal nature of our sport during the season additional hours are required. It is expected the Employee will collaboratively work with the Employer to assure the work is completed when needed and reduce hours when the schedule permits.

Holidays and Vacations

7. The Employee is entitled to pay during all statutory holidays as described in the *Alberta Employment Standards Code*. When a statutory holiday falls during the course of the Employee's vacation, an alternate paid day's leave of absence is granted.
8. The Employee will earn 4% vacation that should be taken in time off annually. A maximum of five (5) days of vacation may be carried over from one fiscal year to the next.

Confidentiality

9. The Employee will not, either during the term of this Agreement or at any time thereafter, disclose to a third party any confidential information concerning the business or affairs of the Employer. Confidential information refers to information that is not generally or publicly known which was learned, discovered, developed, conceived, originated, or prepared by the Employee in the scope and course of employment under this Agreement. Breach of this condition will be grounds for immediate termination of this Agreement.
10. All files, software, databases and written materials relating to the work performed by the Employee during this Agreement will remain the property of the Employer and upon the request of the Employer, the Employee will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

Proprietary Rights

11. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by the Employee during the term of this agreement, or otherwise produced in connection with this Agreement will be owned solely by the Employer, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.
12. The Employee will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Employer.

Conflict of Interest

13. The Employee agrees not to undertake, involve or associate himself with any activity or third party that would be considered by the Employer, in its sole discretion, as representing a conflict of interest.
14. This Agreement is conditional upon the Employee disclosing, prior to executing this Agreement, any potential conflict of interest, whether directly or indirectly, in which the Employee is involved.

Assignment

15. The Employee will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of the Employer.

Term

16. This Agreement will start on the __ day of _____, 20__ and will terminate in accordance with this Agreement.

Termination

17. The Employee will give written notice of their intention to terminate this Agreement, which will terminate accordingly, in accordance with the *Alberta Employment Standards Code*.
18. The Employer will give written notice or pay in lieu of notice, in accordance with the *Alberta Employment Standards Code*, of its intention to terminate this Agreement without cause which will terminate accordingly. The Employee acknowledges that the foregoing provisions are in satisfaction of and substitution for any and all statutory and common law rights, including without limitation, any right to reasonable notice of termination.
19. The Employer may terminate this Agreement without notice or pay in lieu of notice with cause.
20. Upon termination of this Agreement, the Employee will immediately return all of the Employer's property and proprietary interests.

Interpretation

21. This Agreement will be interpreted in accordance with the laws of the Province of Alberta.

Notices

22. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

General

23. No failure or delay by the Employer or the Employee in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

24. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

25. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

26. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

27. This Agreement has been executed by an authorized signatory of the Employer, who is duly entitled to represent it, and by an authorized signatory of the Employee.

The Employee and the Employer hereby agree to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the parties have signed this Agreement.

The parties have signed this Agreement the ____ day of _____, 20__.

XXXX

Employee

_____, President

name of employee-

APPENDIX "A"

SCOPE OF SERVICES

1. The Employee will:

INSERT JOB DESCRIPTION