**EMPLOYMENT AGREEMENT**

**This is a sample only. Significant updates are required if the agreement is for term employment. The agreement must also be reviewed to ensure it complies with provincial or territorial employment laws.**

BETWEEN:

CLUB NAME

(the “Employer”)

* and -

EMPLOYEE NAME

(the “Employee”)

WHEREAS the Employee has represented to the Employer that the Employee has the required skills and experience to perform the duties and exercise the responsibilities required of the Employee as POSITION TITLE, EG., ‘HEAD COACH’;

AND WHEREAS the Employer and the Employee have agreed to enter into an employment relationship for their mutual benefit;

THIS AGREEMENT witnesses that the parties have agreed that the terms and conditions of employment shall be as follows:

1. **Appointment**

The Employer agrees to employ the Employee pursuant to the terms and conditions set out in this Agreement, and the Employee hereby accepts and agrees to such employment.

1. **Position and Duties**
2. The Employee will be employed in the position of POSITION TITLE, EG., ‘HEAD COACH’ and the Employee agrees to perform duties that include, but are not limited to, those set forth in Schedule “A” attached hereto and as reasonably requested by the Employer from time to time.
3. This is a full-time position. The POSITION TITLE will have an averaging agreement under the *Employment Standards Code* *– Alberta* to recognize thatthere will be weeks during the ski season that will require more hours and weeks during the off-season when fewer hours will be required.
4. OPTIONAL – DELETE PARAGRAPH IF NOT RELEVANT The Employee shall not, without the prior written consent of the Employer, undertake or engage in any activities during his off-duty hours that would be inconsistent or conflict with his duties and obligations under the terms of this Agreement. In particular, and without limiting the generality of the foregoing, the Employee shall not engage in any personal activities or any employment, consulting work, racing, or other professional services, on his own account or on behalf of any other person, directly or indirectly that conflicts or interferes with the business of the Employer or the performance of the Employee's duties under this Agreement in anyway, whether directly or indirectly.
5. **Effective Date**

This agreement shall commence on DATE (the “Effective Date”).

1. **Probation**

The Employee shall be on probation for the first three (3) months of the Employee’s employment (the ‘Probationary Period”). The Employer may terminate the Employee’s employment at any time during the Probationary Period, with one week’s notice or payment in lieu of notice, along with any additional entitlements that may be stipulated under the *Employment Standards Code* *– Alberta*, if the Employer determines in its sole discretion that the Employee’s performance is unsatisfactory or that the Employee is otherwise unsuitable for continued employment.

If the Employee is terminated under this provision, the Employee acknowledges that the Employee will have no further entitlement to any additional damages, reasonable notice of termination, or any severance payments under common law, arising out of the termination under this Section.

1. **Human Resources Policies**

The Employee agrees to comply with all policies applying to the Employer’s staff that may reasonably be issued by the Employer from time to time. The Employee agrees that the introduction, amendment, and administration of such policies are within the sole discretion of the Employer. If the Employer introduces, amends, or deletes such policies as conditions warrant, such introduction, deletion or amendment shall not constitute a constructive dismissal or breach of this agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.

1. **SafeSport Requirements**

The offer of employment contained in this Agreement and ongoing employment are conditional upon the Employee being compliant with CLUB NAME’s SafeSport policies, including but not limited to screening and training. The Employer, in its sole discretion, will determine whether any information included in the screening check would pose an unacceptable risk to the safety and security of the Employer and its members, participants or clients in which case the Employer may rescind this employment offer immediately.

The Employee will, when requested by the Employer, obtain, and provide current screening documents as a condition of continued employment. If the Employee fails to provide screening documents when requested, such failure will constitute grounds for immediate dismissal for cause. The Employer reserves the right to immediately terminate the Employee’s employment based on the outcome of ongoing screening.

At any time Nordiq Canada may amend its SafeSport program. All requirements must be satisfied for continued employment. Failure to satisfy SafeSport requirements will constitute grounds for immediate dismissal for cause.

1. **Compensation**
2. Salary

The Employer shall pay the Employee an annual salary of AMOUNT dollars ($AMOUNT) (the “Salary”). This Salary will be paid bi-weekly and be subject to statutory deductions.

1. Benefits

Benefits will be in accordance with the *Employment Standards Code* *– Alberta.* LIST BENEFITS INCL HEALTH AND DENTAL, RSP… THAT GOES ABOVE EMPLOYMENT STANDARDS

DELETE IF NOT APPLICABLE The Employer reserves the right to change the level of benefits, the premium sharing of the benefits or the benefits carrier and/or to eliminate any benefits.

1. Vacation

The Employee shall be entitled to vacation time in accordance with the HUMAN RESOURCES POLICY OR *Employment Standards Code - Alberta*.

1. **Termination**
2. The parties understand and agree that the Employee’s employment pursuant to this Agreement may be terminated as follows:
3. **Termination of Employment by Employer without Cause.** The Employer is entitled to terminate this Agreement without cause by providing written notice or pay in lieu of notice to the Employee, two weeks for every completed year of service to a maximum of 20 weeks, at which time, this Agreement will accordingly, on such basis, be terminated.

This payment would be inclusive of any notice and severance entitlements under the *Employment Standards Code - Alberta*.

The Employee will also be entitled to continuation of all benefits to which he/she would ordinarily be entitled under this present Agreement, for the period required by the *Employment Standards Code* *- Alberta* and to payment of any outstanding wages and vacation pay accrued to the date of his termination of employment.

For greater certainty, under no circumstances will the Employee receive less than his/her entitlements under the *Employment Standards Code* *- Alberta*.

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.

1. **Termination of Employment by Employer for Cause.** The Employer may terminate the Employee’s employment at any time without notice or any payment in lieu thereof, for Cause. Cause shall be defined to include any and all omissions, commission, or other conduct that would constitute Cause under the common law.
2. **Termination by Employee.** The Employee may terminate the Employee’s employment at any time by providing the Employer with four weeks’ notice in writing to that effect. Where the Employee provides the Employer with written notice under this provision, the Employer may waive such notice, in whole or in part, in which case the Employer will pay the Employee for the Salary remaining in the two-week notice period and the Employee’s employment shall terminate on the earlier date specified by the Employer.
3. Limitation of Liability.

The Employee understands and agrees that the Employee has no implied rights whatsoever with respect to any claim for pay in lieu of notice of termination or damages for termination of employment other than those rights expressly set out in this Section 7. The Employee further acknowledges that any notice or pay in lieu of notice given in accordance with this Agreement is in complete satisfaction of all contractual, statutory, or common law notice requirements at law, and on receipt of such entitlements, there shall be nothing further due and payable to the Employee in respect of the termination of employment.

1. Upon termination of this Agreement for any reason, whoever caused:
   1. The Employer shall pay the Employee all wages owing to the Employee up to and including the Employee’s last day of employment (the “Termination Date”); and
   2. All files, computer disks, confidential information, information, and documents pertaining to the Employer’s business, and other Employer property, shall remain the property of the Employer and shall promptly be delivered by the Employee to the Employer’s office, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, computer disks, confidential information, or documents without the express written consent of the Employer.
2. **Confidentiality**

The Employee agrees that during the entire term of employment and thereafter, not to disclose, either directly or indirectly, to any person, firm, corporation, or entity any confidential information pertaining to the Employer. Furthermore, the Employees agrees not to use such confidential information for the Employee’s benefit, not to permit any third party to use such confidential information, and to undertake all measures necessary in order to protect such confidential information.

1. **Privacy**
2. The Employee acknowledges and agrees that the Employee will take all necessary steps to protect and maintain the Personal Information (defined as information about an identifiable individual) of employees, consultants, and customers of the Employer. The Employee shall at all times comply and shall assist the Employer to comply with all applicable privacy laws.
3. The Employee further acknowledges and agrees that the disclosure of the Employee’s Personal Information may be required as part of the ongoing operations of the Employer’s business, as required by law or regulatory agencies, as part of the Employer's audit process, as part of a potential business or commercial transaction, or as part of the Employer's management of the employment relationship, and the Employee hereby grants consent as may be required by applicable privacy laws to such disclosure.
4. **Severability**

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

1. **Modification of Agreement**

Any modification to this Agreement must be in writing and signed by the parties or it shall be no effect and shall be void.

1. **Applicable Law**

This Agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the jurisdiction in which the majority of the services contemplated herein are provided.

1. **Independent Legal Advice, No Inducement**

The Employee acknowledges that the Employee has had independent legal advice prior to signing this Agreement, or that the Employee has had the opportunity to obtain independent legal advice and has chosen not to do so. The Employee acknowledges having reviewed the Employer’s policies, this Agreement, and any schedules attached hereto and to have fully understood them. The Employee further agrees that the terms of this Agreement are fair and reasonable and that they accurately reflect the parties’ intentions. The Employee agrees that no representation or inducement has caused the Employee to leave any previous employment and that the Employee is not under any legal obligation that prevents the Employee from accepting employment with the Employer.

CLUB NAME (the ‘Employer’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

NAME, Chair of the Board date

I have the authority to bind the Corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE NAME (the ‘Employee’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(signature) date

I accept and agree with the terms presented in this Employment Agreement.

Schedule A

**JOB DESCRIPTION**

UPDATE TO YOUR JOB DESCRIPTION; THIS IS A SAMPLE ONLY

**Position Title**

Head Coach

**Reporting Structure**

Chair of the Board of Directors

**Summary**

Reporting to the Chair of the Board of Directors and in partnership with the Skills Development Coordinator and various committees, the Head Coach will oversee skier and coach development programs and directly coach the Training to Train and above levels.

**Duties and Responsibilities**

* In partnership with the Skills Development Coordinator, oversee skier development programs, aligned with the Long-Term Development Model
* Recruit, develop, support, and manage paid and volunteer coaches and helpers
* Coach athletes and teams in the Training to Train (12-15), Learning to Compete (15-19), and Competition Development levels, including developing training plans; delivering daily training; organizing and leading camps and competition trips; and all related communication.
* Collaborate with the Race Committee and Program Directors to help coordinate local ski events.
* Work with staff, volunteers, and committees to ensure that club programs meet the needs of all participants to keep them engaged in the sport regardless of their ski goals or abilities.
* Ensure compliance with all club policies.

**Requirements**

* Minimum NCCP level of Competition Coaching Development Certified for Learning to Compete
* Valid Standard First Aid training and Class 5 Driver’s License
* Experience providing race support, including logistics, waxing, and ski preparation, for a high level of competition
* Demonstrated ability to work in a team environment with athletes, parents, volunteer coaches, program committees, facility managers, the Board of Directors, and others
* Exceptional planning and organizational skills
* Superb communication and interpersonal skills, including conflict resolution
* Demonstrated leadership skills, including the ability to establish a healthy and inclusive team culture based on the [True Sport Principles](https://truesportpur.ca/true-sport-principles)

**Working Conditions**

* Required to work evenings and weekends
* Required to regularly work outdoors, including on snow
* Required to lift up to 50 pounds
* Required to travel extensively domestically, and sometimes internationally

**Disclaimer**

The preceding description is not designed to be a complete list of all duties and responsibilities required of the Head Coach. The Head Coach will be required to perform other duties as assigned. This job description will be updated regularly to reflect changes.