



Sample Coaching Contract

THIS AGREEMENT made the _____ day of _____, 20____

BETWEEN: _____, a company
incorporated under the laws of Canada.
(hereinafter called the "Employer")

OF THE FIRST PART

AND: _____ OF _____, in the
Province of _____.
(hereinafter called the "Employee")

OF THE SECOND PART

WHEREAS the Employer is a National Sports organization, operating under the jurisdiction and direction of SPORT CANADA.

AND WHEREAS the parties hereto are desirous of entering into an agreement whereby the Employee will be engaged to act as a National Coach of

AND WHEREAS the Employer and the Employee wish to formalize the terms of employment and define their respective rights and obligations as hereinafter provided.

NOW THEREFORE TIMES AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

1. The Company hereby agrees to employ the Employee and the Employee hereby agrees to act as National Coach on and subject to the terms of this Agreement.
2. The term of employment shall be Three (3) years, from _____ to _____, with a renewal for a further term of Three (3) years unless the employment is terminated pursuant to paragraph 15 herein.
3. The Employee, as Coach, shall perform such duties and exercise such powers as a from time to time be mutually agreed upon by the Employer and the Employee. These duties and powers shall include, without limitation, the Terms of Reference annexed hereto as Schedule "A" and forming a part hereof.

4. The Employer shall pay the Employee at the rate of _____ per annum for the first year of the contract, from _____ to _____ payable at a rate of \$_____ per month (the "Base Salary"). The Employer shall deduct from each installment such sums as are required to be deducted in accordance with the laws of Canada and the laws of the Province in which the Employee resides. In the event the Employee is not a resident of Canada for purpose of the Income Tax Act, the Employer shall deduct from each installment such sums as are required to be deducted in accordance with the laws of Canada (including any applicable Tax Conventions) for non-resident employees.
5. (a) The Base Salary shall be increased annually by the following amounts:
- The annual increase in the Consumer Price Index (as established by Statistics Canada) applicable for the one year period of the Contract; and
 - An amount determined in accordance with the Performance Appraisal, as set out in paragraph _____ and
 - An amount mutually agreed upon by the parties.
- (b) Upon a renewal of this contract, for a second three (3) year term, the parties shall mutually agree upon a new Base Salary. In the event the parties are unable to agree, the said Base Salary shall be determined by arbitration of an independent body, composed of three (3) persons as set out in paragraph 15. Such arbitration shall be conducted in accordance with the applicable law of the Agreement.
6. During the term of this agreement, the Employee shall be entitled to vacation and benefits in accordance with the _____ policy as set out in Schedule "B".
7. The parties acknowledge that the Employee will be required to travel for the purposes of recruitment, conferences and competitions. The Employee agrees to fulfill his duties as set out in Schedule "A", including such travel duties as are mutually agreed upon. The Employee shall not receive any additional compensation for such travel, but the Employee shall be reimbursed for travel expenses actually and properly incurred by him in connection with his duties, as set out in Schedule "B" annexed hereto, and forming a part hereof, and for all such expenses he shall furnish statements and vouchers to the Employer.
8. The Employer shall provide medical and dental insurance for the Employee and his family, as part of the National Sport and Recreation Centre (NSRC) package available via the _____.
9. The Employee shall be entitled to sick leave for each month of service without leave. These days shall be accumulated at the rate of 1.25 days per month until the end of the contract. Any earned sick leave not used up to the termination of the Agreement or any extension thereof, may not be exchanged or an equal amount of any portion of day's pay.
10. The Employee covenants and agrees that his employment with the employer as provided for by this Agreement shall be his primary employment during the term of this Agreement and any renewal thereof and the Employee shall not undertake any employment activities which will interfere with the carrying out of his duties

as contemplated by this Agreement. The parties recognize that the Employee is an internationally known coach, writer and consultant in _____ and accordingly, the Employee may engage in employment activities such as

, provided the Employee provides written notice to the Employer prior to undertaking or engaging in any and all activities outside his primary employment. The Employee shall also provide the Employer with a written report of his outside contractual activities every six (6) months during the term of this Agreement. In addition, the employee shall not compete in any competitions or performances without, the prior written consent of the Employer which consent shall not be unreasonably withheld.

11. So long as the Employee is fulfilling his duties hereunder and has received a satisfactory Performance Appraisal or the preceding year of employment, this contract shall at the option of the Employee be renewed for a further term of three (3) years.

Any renewal shall be on the same terms and conditions as contained herein, except for the Base Salary, which shall be determined pursuant to sub-paragraph 5(b).

12. The employer shall conduct an annual Performance Appraisal of the Employee on the following terms and in accordance with the policies and procedure described in Schedule "A". The parties acknowledge and agree that the Performance Appraisal shall be conducted on the following terms:

(a) The Performance Appraisal shall relate strictly to Terms of Reference as set out in Schedule "A" and, without limiting the generality of the foregoing, there shall be a direct and verifiable relationship between the Work Plan and the Performance Appraisal Instrument;

(b) The Performance Appraisal shall be conducted in accordance with the Sport Canada, Human Resource Management: Performance Appraisal Policies and Guidelines which are specifically incorporated into this Agreement, except where specifically excluded (necessarily or by implication) by the terms of this Agreement;

(c) The Performance Appraisal shall be a mutual ongoing process requiring joint approval of the Performance Criteria and overall rating system prior to the conduct of a Performance Appraisal;

(d) The Employee shall have access to all material which is used as part of the Performance Appraisal process. Without limiting the generality of the foregoing, the Employee shall be fully informed of any negative comments/reports related to his employment duties and the Employee shall be given a full and fair opportunity to respond to any such information prior to the finalization of the Performance Appraisal;

(e) Athlete input shall be a part of the Performance Appraisal and shall be obtained in accordance with the Sport Canada guidelines.

13. The Employee shall have an unqualified right to appeal the results of the Performance Appraisal and/or any subsequent decisions to terminate the Agreement through the appeals and grievance procedures provided in Schedule "A" or the Sport Canada Guidelines.
14. It is hereby acknowledged and agreed by the parties that the Employee shall also have an unqualified right to appeal the Performance Appraisal from a final decision of the N.S.O.'s Board of Directors to an independent body, composed of the following three (3) persons:
 - 1 member of the N.S.O. Board of Directors
 - 1 member of the Canadian Association of National Coaches (chosen by the Employee)
 - 1 member chosen by mutual agreement of the other members

Any such appeal shall be requested by the Employee within ten (10) days of receipt of the final Performance Appraisal and shall be conducted as soon as reasonably possible thereafter. The appeal shall be conducted in accordance with the principles of fairness and fundamental justice, and the independent body shall, have full and complete access to all information which it considers necessary in the conduct of its review of the Performance Appraisal.

15. The following provisions shall apply to termination of the Agreement and the parties agree that there shall be no right to terminate the Agreement except strictly in accordance with the following terms and conditions:

(a) There shall be no termination in the first year of the Agreement, except for willful fraud or similar default on the part of the Employee;

(b) In the event the Employer wishes to terminate this Agreement prior to the end of the term, for cause, it shall provide notice in writing of default to the Employee at least three (3) months prior to a Performance Appraisal. In the event the default shall continue, it shall be noted in the Performance Appraisal and shall form a part of the said Appraisal;

In the event the default warrants termination for cause, the Performance Appraisal shall recommend termination, which termination may be carried out pursuant to the Sport Canada Guidelines regarding Follow-Up Procedures. The Employee shall have a right to appeal the Performance Appraisal pursuant to paragraphs 13 and 14 herein. The said termination shall take effect at the end of the term of the Agreement, unless the parties mutually agree otherwise;

In the event the Employer so terminates this Agreement, the parties acknowledge and agree that due to the sensitive nature of the Employees position, no disclosure shall be made of the said termination prior to the end of the term, without the express written consent of the Employee which may be withheld in the Employee's absolute discretion;

(c) In the event the Employee wishes to terminate this Agreement at the end of the term, he shall give the Employer notice in writing three (3) months prior to the end of the term.

16. If the Employee is injured after or during the commencement of the term (which injury shall include the aggravation of pre-existing condition) in the performance of his services called for hereunder, and the injury or injuries are such as to render him unfit to perform his duties hereunder during the current competition season or any part thereof, the Employer shall pay to the Employee, so long as the Employee continues to be unfit to perform his duties hereunder, 100% of the salary and all other benefits to which the Employee would be entitled pursuant to the provisions of the Agreement less the amount the Employee is entitled to under Workman's Compensation laws or under any medical disability plan set out in Schedule "B". In no instance shall the obligations of the Employer hereunder extend for a period in excess of the competition season in which the injury occurred, and in the event the injury renders the Employee unfit for longer period, the Employer shall elect either to terminate the Agreement or continue the benefits for the term of the Agreement, said election to be made in writing to the Employee no later than November 30th of the calendar year in which the injury occurred.
17. The Employer hereby agrees to indemnify and save harmless the Employee out of the funds of the Employer from and against all costs, charges and expenses whatsoever which the Employee sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or transaction whatsoever made, done or permitted by him in or about the execution of his duties hereunder, except such costs, charges or expenses as are occasioned by his own willful default.
18. Any notice, demand or other communications 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; or
 - (b) Sent by registered mail or certified post, postage prepaid; or
 - (c) Sent by telegraph, telecopier or telex or similar method of communication, charges prepaid, confirmed by prepaid registered mail.
19. Any notice given pursuant hereto shall be sent to the parties at their respective addresses set out below:

To the Employer:

To the Employee:

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

20. Any notice or communication given by registered mail to any party at the address as specified herein 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 or telegraph or deemed to be received telegraph or similar may be, unless the personal delivery and any notice sent by similar method of communication shall be on the date of the sending of the telex, method of communication, as the case contrary is proven.
21. This Agreement constitutes the entire agreement between the parties hereto pertaining to the employment by the Employer of the Employee, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
22. In this Agreement, where the context so requires words importing the singular number include the plural and vice versa and words importing gender include all genders.
23. This Agreement shall be governed by and construed in accordance with the laws of the Province of _____.
24. The provisions of this Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Employer, and upon the heirs, executors, administrators or other personal legal representatives of the Employee respectively. The Employee shall not be permitted to assign this Agreement.
25. The parties undertake to perform all acts and enter into all documents which may be useful or necessary for the purpose of giving full force and effect hereto.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED)
in the presence of)
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_____)
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_____)
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