

Winskill Dolphins Swim Club (WDSC) Director's Agreement

WDSC Values: Integrity, Respect, Commitment and Passion

WDSC Mission: Provide opportunities that are focused on nurturing the growth and development of swimmers, coaches and volunteers so that all of our members have the highest possibility of belonging and success.

WDSC Vision: Fun, Fitness and Excellence

THIS AGREEMENT CONFIRMS that the undersigned is eligible for nomination as a Director or has been elected or appointed as a Director of the WDSC and agrees as follows:

Condition Precedent - Criminal Record Check

1. The Director agrees to obtain a criminal record check as required by the [Swim BC Screening and CRC Policy](#), and prior to performing any responsibilities as a Director.

Responsibilities of the Director

2. The Director will comply with the Director's Duties and Responsibilities described in **Schedule A**.

Duty of Diligence

3. The Director will:
 - a. Act prudently and in the best interests of the WDSC;
 - b. Exercise the same level of care that a reasonable person with similar abilities, skills, and experience would exercise in similar circumstances;
 - c. Act cautiously and try to anticipate the consequences of his or her decisions and actions;
 - d. Act honestly and forthright; and
 - e. Take reasonable steps to manage foreseeable risks.

Duty of Loyalty

4. The Director will:
 - a. Prioritize the interests of the WDSC over any other interest, including the Director's own personal interests;
 - b. Disclose any conflicts of interest per the WDSC's Conflict of Interest Policy;
 - c. Act properly in disclosing a conflict of interest situation and not discuss, influence or make decisions relating to that conflict;
 - d. Comply with the WDSC's Policies; and
 - e. Keep the WDSC's business private and not discuss certain matters with people outside of the WDSC.

Duty of Obedience

5. The Director will:
 - a. Comply with the WDSC's governing documents and ensure that staff and committees also comply;
 - b. Ensure the WDSC's governing documents remain current and accurate; and
 - c. Obey external laws and rules that are imposed upon the WDSC.

Expenses

6. The WDSC will reimburse the Director for any expenses in accordance with the WDSC's policies upon receipt of an expense claim and applicable receipts.

Termination

7. This Agreement will terminate upon:
 - a. The expiration of the Director's term
 - b. The Director's resignation
 - c. The Director being found by a court to be of unsound mind
 - d. The Director becoming bankrupt
 - e. The Director being removed by way of resolution in accordance with the WDSC's bylaws
 - f. The Director's death.

Confidentiality

8. The Director will not, either during the period of his or her involvement as a Director or any time, thereafter, disclose to any person or WDSC any Confidential Information acquired during his or her period of involvement as a Director with the WDSC, unless expressly authorized to do so.

Conflict of Interest

9. The Director will comply with the WDSC's Conflict of Interest Policy and the BC Societies Act.

Proprietary Rights

10. 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 Director will be owned solely by the WDSC, which will have the right to use, reproduce, or distribute such material and works, or any part thereof, for any purpose it wishes.
11. The Director will not use, reproduce or distribute such material or works, or any part thereof, without the express consent of the WDSC.

Interpretation

12. This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

General

13. No failure or delay by the WDSC in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
14. 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.
15. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments thereto are enforceable only if in writing and signed by each of the parties.
16. 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.
17. The Director hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Director has signed this Agreement.

Director

Per:

Date

SCHEDULE A

BOARD OF DIRECTORS DUTIES AND RESPONSIBILITIES

Overview

The Board of Directors of the Winskill Dolphins Swim Club (WDSC) has the responsibility to manage the affairs of the WDSC in accordance with the WDSC's bylaws, and the WDSC's policies and procedures. The basic responsibility of a Director is to represent the interests of the WDSC's Members in directing the affairs of the WDSC and to do so within the law and with good faith. Specifically, Directors will have the following additional responsibilities and duties from what was described in the signed Director's Agreement:

General

- a. Act reasonably, prudently, in good faith and with a view to the best interests of the WDSC and its Members.
- b. Act within the scope of the governing policies of the WDSC and within the scope of other laws, rules and regulations that apply to the WDSC.
- c. Support the decisions of the Board of Directors, even if they may not personally agree with the decisions and might not have voted to support the decision.
- d. Act as a member of a designated committee as appointed by the Board of Directors.
- e. Keep all appropriate individuals and committees informed as required through normal reporting and communication channels.
- f. Perform such other duties as may from time to time be established by the Board.
- g. Act in a manner that promotes a positive and professional public image.

Meetings

- a. Attend and properly prepare for meetings.
- b. Provide all required reports to the Board.
- c. Ensure minutes of meetings are accurate and correct.
- d. Declare any real or perceived conflict of interest with respect to an issue when the issue first arises and not vote, participate in or influence the decision-making process.

Finances

- a. Approve and monitor the WDSC's budget (including the management and the disbursement of funds of the WDSC).

- b. Ensure the performance and completion of an annual audit of the WDSC's finances by the Treasurer.

Contracts

- a. Ensure that all contracts the WDSC enters into are carefully reviewed by qualified professionals.

Planning

- a. Develop, implement, monitor and evaluate the WDSC's strategic plan.

Personnel

- a. Ensure the WDSC develops a clear Human Resources Policy and ensure that staff evaluations are performed at least annually or as required by the policy.
- b. Ensure that all staff and volunteer positions have written job descriptions and agreements.
- c. Ensure there are suitable screening measures in place for those staff and volunteer positions that involve interaction with youth or other vulnerable persons in unsupervised settings.

Policy

- a. Undertake to update out-of-date bylaws, policies and procedures or to create new ones.

Insurance

- a. Ensure the WDSC's obtains adequate insurance.
- b. Become familiar with the WDSC's insurance policies and the scope of their coverage.