

Director's Agreement

“Organization” refers to: Ontario Cycling

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

Condition Precedent - Criminal Record Check

1. The Director agrees to obtain the proper level of a police record check based on the Level of Risk of the Directors Position as per the Organization's Screening Policy prior to performing any responsibilities as a Director and will renew such check upon the request of the Organization. The Organization's Board, in its sole discretion, will determine whether any offences revealed by the check pose an unacceptable risk to the safety and security of the Organization and may terminate the Director's eligibility to serve 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 Organization;
 - 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 Organization over any other interest, including the Director's own personal interests;
 - b) Disclose any conflicts of interest per the Organization'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 Organization's *Privacy Policy*; and
 - e) Keep the Organization's business private and not discuss certain matters with people outside of the Organization.

Duty of Obedience

5. The Director will:

- a) Comply with the Organization's governing documents and ensure that staff and committees also comply;
- b) Ensure the Organization's governing documents remain current and accurate; and
- c) Obey external laws and rules that are imposed upon the Organization.

Expenses

6. The Organization will reimburse the Director for any expenses in accordance with the Organization'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 Organization'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 organization any Confidential Information acquired during his or her period of involvement as a Director with the Organization, unless expressly authorized to do so.
9. The Director will comply with the Organization's *Confidentiality Policy*.

Conflict of Interest

10. The Director will comply with the Organization's *Conflict of Interest Policy* and *Ontario Not for Profit Corporations Act (ONCA)*.

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

Interpretation

13. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

General

- 14. No failure or delay by the Organization in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

Name	
Signature	
Date	

SCHEDULE A

BOARD OF DIRECTORS DUTIES AND RESPONSIBILITIES

Overview

The Board of Directors of the Organization has the responsibility to manage the affairs of the Organization in accordance with the *Ontario Not for Profit Corporations Act (ONCA)*, the Organization's bylaws, and the Organization's policies and procedures. The basic responsibility of a Director is to represent the interests of the Organization's members in directing the affairs of the Organization and to do so within the law. Specifically, Directors will have the following additional responsibilities and duties:

General

- a) Act reasonably, prudently, in good faith and with a view to the best interests of the Organization and its members.
- b) Place the interests of the Organization first and not use one's position as a Director to further private interests.
- c) Act within the scope of the governing policies of the Organization and within the scope of other laws, rules and regulations that apply to the Organization.
- d) Keep the Organization's private business confidential and not discuss certain matters with people outside of the Organization, including but not limited to human resources, legal issues, finances, discipline & complaints, and board meeting discussions, unless with prior approval of the Board of Directors.
- e) 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.
- f) Act as a member of a designated committee as appointed by the Board of Directors.
- g) Keep all appropriate individuals and committees informed as required through normal reporting and communication channels.
- h) Perform such other duties as may from time to time be established by the Board.
- i) Act in a manner that promotes a positive and professional public image.
- j) Devote their full time and attending during volunteer hours to the business and interests of the Organization.
- k) Schedule volunteer hours in order to accommodate the changing needs of the Organization which may require evening and weekend work.

Meetings

- a) Attend and properly prepare for meetings.
- b) Provide all required reports to the Board in written form as required.
- c) Ensure minutes of meetings are accurate and correct.
- d) Ensure that minutes of meetings reflect abstentions from votes, votes for and votes against motions.
- e) 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.
- f) Ensure any such disclosures of conflict are recorded in the meeting minutes.

Finances

- a) Review regularly the financial reports of the Organization.
- b) Approve the Organization's budget.
- c) Ensure the performance and completion of an annual audit of the Organization's finances.
- d) Inform themselves who is authorized to sign cheques and for what amount.
- e) Supervise the management and the disbursement of funds of the Organization.
- f) Comply with the Organization's *Financial Policy*.

Contracts

- a) Ensure that all contracts the Organization enters into are carefully reviewed by staff or by counsel.

Planning

- a) Working in partnership with the President & CEO, develop the Organization's strategic plan.
- b) Through reporting by the President & CEO, evaluate and monitor progress of the strategic plan.

Personnel

- a) Ensure the Organization develops a clear *Employee Handbook* and ensure that any 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) Review and adhere to the Organization's bylaws, policies and procedures.
- b) Undertake to update out-of-date bylaws, policies and procedures or to create new ones.

Insurance

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