**<Club Name>**

 **Head Professional Agreement**

<Name of Head Professional> title is the Head Professional (HP) at <Name of Club> (<initals of club>) for the 20xx season and will be referred to as the “HP” in this contract. (S)he will report jointly to the President and the Junior Director. From time to time other Board Members may make request(s) or direct an action from the HP. Should the action requested be contrary to any item in the HP contract or court usage policy, this should be reviewed and approved by the President prior to undertaking said action.

The HP are seen to be a member of the Management/Administration team at <initals of club>. As such, it is understood that all communication by the HP to the membership, suppliers, partners or other interested parties be consistent with the general operation of the club. The HP are expected to respect this requirement fully at all times.

 ROLES & RESPONSIBILITIES OF THE HP

The terms of this Agreement shall commence on (I.e.) November 1st, 20xx and will terminate on October 31st, 20xx. During 20xx, the <initals of club> Board will evaluate and determine whether another <initals of club > contract will be offered for <following season ie. 24/25>.. It would be the intention that with satisfactory fulfillment of the contract by all parties, a further contract will be issued for <following season>.

RELATIONSHIP OF PARTIES

It is understood that the services provided by the HP to <initials of club> are provided as an independent contractor and this agreement does not create a relationship of employer and employee or of partnership between <INITALS OF CLUB> and the HP.

HP SERVICES

* Work with each Director as required in their respective portfolios to ensure the success of all portfolios during the 20xx season
* Maintain good records of all lesson activity and present to them to <initials of club> Board on request
* Must provide a valid, registered HST number
* Maintain a list of expenses related to all programs at <initials of club> (s)he are responsible for and provide receipts, budgets etc. upon request

Hire & Manage Tennis Instructors

* Assist in hiring Assistant Pro(s) and qualified tennis instructors. Assistant Pro(s) will be independent contractors and will be paid upon submission of invoices Instructors will be paid through the <initials of club> payroll system for club instruction. The HP will provide a pay strategy grid for agreement by the President/Junior Director which outlines qualification of each instructor and each instructor will be paid in accordance with this grid
* HP will manage all aspects of tennis programming at <initials of club> and as such will develop and manage all instructors working on premise
* Teaching instructors must:
* Have a minimum teaching level of Tennis Instructor (OTA Certification), or have the necessary level of coaching skills/expertise as assessed by the HP. Certification copies to be kept at club
	+ Undergo a police check at their/HP expense – records to be submitted to the Junior Director prior to commencing employment and kept at the club
* A list of all teaching pros must be provided to the Junior Director and meet the requirements above
* The HP are responsible for tracking all keys given to them and their instructors and return the keys at the end of the season

Junior Programming

The HP is expected to design, develop, organize, oversee and directly participate in all tennis programming at <INITALS OF CLUB> including the following Junior Programs: “Saturday Morning”, “Adult Lessons during Saturday Morning”, “Parent & Tot”, “After School”, “Summer Camps”, “High Performance”, “Progressive League” and any other Junior Programs. This includes non-court time to hire instructors, police checks, registration, scheduling and communications. The HP are expected to be on court teaching in every program unless agreed with the Junior Director. The HP and their staff will provide juniors and their parents with written and verbal feedback on their development.

<INITALS OF CLUB> Junior Programs

* *Beginner* – 1 qualified instructor and a maximum of 6 juniors per court (with the exception of progressive tennis, if 2 instructors and 3 mini-nets on the court)
* *Intermediate* – 1 qualified instructor and a maximum of 6 juniors per court
* *High Performance* – no more than 6 juniors per court

Summer Camps

* HP will manage & conduct all aspects of Summer Camp registration, including with fee collection, provide information for marketing purposes, work in community to promote camp program, develop all programming and directly oversee (in person) all the Summer Camps and other Junior Programs. HP to ensure that all attendees and all juniors enrolled in programs have prepaid both the membership and program fees prior to the beginning of camp
* HP are not permitted to teach private lessons during camp hours from 9am to 4pm
* 1 qualified instructor and a maximum of 8 juniors per court (with the exception of progressive tennis if 2 instructors are on the court)
* The HP are responsible for ensuring an appropriate level of paid supervision is in place during the lunch break from 12.00pm to 1.00pm
* During July and August, all 5 hard courts may be used between 9am and 4pm Monday through Friday (except statutory holidays)

Junior Competitive Teams

* Organize and conduct weekly team practice(s); time(s) to be determined

Junior Tournaments

* Organize and manage <INITALS OF CLUB> Junior Tournaments and OTA Rookie Tournaments (if held)

Any exceptions to <INITALS OF CLUB> policy including Court Usage by Pros to be approved by the Board.

HP Club Participation Requirements:

* Attend Junior Registration Days as determined by Junior Director
* Provide one hour per week mentorship (non-compensated) of instruction to intermediate, advanced or high performance Junior Players
* Organize member rating system – participate personally in member ratings (possibly during “Socials”). Be available mid-season for re-rating date if required. May require members to pay the HP a fee for a re-rating
* Attend at least two Saturday/Wednesday Social evenings per month in a playing capacity
* Attend Board meetings when requested and present any issues relating to the HP area of <initials of club> business
* Attend other meetings and discussions with Board members re programming etc.
* HP will attend and assist with Men’s & Ladies’ Team Tryouts (dates to be determined). If HP are unable to attend due to extenuating circumstances, the HP are to provide an Assistant Pro(s) to assist
* Attend, along with Assistant Pro(s) and assist with a portion of the following Social Events: Opening Day Round Robin, French Open, Wimbledon, end of Season Party, Charity Events and other reasonable social events as requested
* Assist with player draws for tournaments including recommendations on seeding if requested
* Assist Tournament Director with administration of adult ladders if requested
* Enforce <initials of club>’s tennis Code of Conduct (attached)
* Promote <initials of club> tennis within and outside the club
* Help maintain the tennis courts and facility
* Adhere to <initials of club>’s Staff Code of Conduct. Ensure all teaching staff have received and obtain signed acknowledgements from each staff member

FEE SCHEDULE

**Retainer**

* $xxxx for the 20xx season to be paid in two installments of $xxxx each on May 1st and July 1st, 20xx..

Summer Camp Income Share

* HP will retain 70% of the gross revenue, after deducting HST and credit card fees from the Summer Camps program. Gross revenue share will be advanced in 2 installments based on gross income projections as determined by the Junior Director and Club Treasurer (advances will be made on July 30, and August 30, 20xx). All camp costs including instructor salaries are paid by the HP from their 70% gross revenue share. HP are responsible for the following:
	+ Program development
	+ Hiring and paying instructors\*
	+ Registration and fee collection (membership and program fee)
	+ Advertising & promotion (pre-approved 70% HP/30% <initials of club> shared expense
	+ Purchasing supplies
	+ Craft supplies, snacks, prizes

A proper budget and full transparent accounting will be provided to the Club Treasurer/Junior Director including but not limited to copies of original receipts. Instructor hours and rates must be approved and signed off by the Junior Director. All items purchased for Camp must be budgeted and pre-approved. Budget for Camp will be developed by HP and Junior Director, approved by Board President/Treasurer. All details about the Camp revenue or expenses will be openly shared with Club Treasurer/Junior Director in a timely manner who will in turn share such information with the Board.

* \*Cost for actual instructor pay and payroll administration (proportionate costs for admin) will be paid by <initials of club> through its payroll system and charged as camp expenses to the HP share

Instructor Salaries

* HP will provide a pay grid schedule to the Board for approval before March 31st, 20xx which will outline the anticipated pay rates for instructors being hired at <initials of club> based on skill and experience for the 20xx season. The HP will be responsible for managing and scheduling staff commensurate with program revenues and ratios and preparing budget(s) for all junior program instructor needs for the 20xx season to be approved by the Board. <initials of club> offers a payroll service to its staff and as such HP will provide the Club Manager with accurate and timely payroll records so that instructors are paid within the payroll structure of the club. No instructor will be permitted on <initials of club> grounds for the purpose of teaching junior players without providing the Club Manager valid employee information (SIN, valid police check, etc.) HP will review the pay rate of any instructor not covered in the March 20xxbudget submission with the Junior Director prior to hire. The HP will submit time records to the Junior Director and Club Manager for payment of these instructors

Additional HP Fees

* The HP will receive $xx.00 per hour (per CHP) to teach on court in the Saturday Morning Program. Invoices are submitted to Treasurer/Junior Director
* The HP will receive $xx.00 per hour (in total) to teach on court in the Progressive League program. Invoices are submitted to Treasurer/Junior Director

After School Program

* The HP are contracted to run the After School program which runs Monday to Friday between 4pm and 6pm. After School fees are collected on behalf of the HP by <initials of club> and paid after deduction of credit card fees to the HP and they are responsible for paying all Assistant Pros directly

Adult Clinics

* The HP are contracted to run the Adult Clinics - timings to be determined. Adult clinic fees are collected on behalf of the HP by <initials of club> and paid after deduction of credit card fees to the HP and they are responsible for paying all Assistant Pros directly

Adult Ladder

* If required by the Tournament Director, the HP are to assist with the administration of the Adult Ladders. An hourly rate of $xx plus HST will be provided for this activity

Off Court Administration

* There is a need to provide reasonable administration in the overall function of the role of the HP. All administration is the responsibility of the HP

Court Fees

* HP and Assistant Pro(s) will pay <initials of club> a court fee of $10.00 plus HST per hour for time spent on court(s) teaching private/semi/group lessons and adult clinics. All Pros will be responsible to track and reconcile their teaching court time with the Club Manager’s court fees record on a monthly basis. The HP will coordinate and provide data for payment by the Club Treasurer on behalf of all Professionals. Any discrepancy will be in the favour of the club

Private/Semi-Private/Group Lessons

* HP and Assistant Pro(s) are the only instructors approved to offer lesson at <INITALS OF CLUB> during the 20xx season. Upon approval of the Board other instructors may be approved to teach on <initials of club> courts, charge approved rates and pay the aforementioned court fee. Please refer to Court Usage document for time frames available for Lesson Court time. All instructors must provide their rate per hour for 20xx lessons to the Board for approval and agreement prior to March 31st, 20xx

HP

* Will provide invoices for services rendered according to details above and will charge HST (HST

# to be provided on all invoices). HP is responsible to pay any and all taxes and levies related to income received directly to the Provincial/Federal Government as appropriate. All payments for services rendered will be made in one amount to the HP partnership

Stringing

* The HP have the option of providing stringing services for members at a rate approved by the President

Other

* If an outside group (i.e. xxxxx School) requests instruction on <initials of club> courts, this matter will be referred to the Board who will decide whether courts will be made available and the amounts to be charged to the outside party. The Board will offer the instruction to the HP at a rate of $xx per hour, but reserves the right to use other <initials of club> instructors should the HP decline

MISCELLANEOUS

Playing Privileges

* The HP and Assistant Pro(s) have court booking & playing privileges but are not eligible to vote at the AGM or Special meetings. Other teaching staff may have playing privileges upon payment of 50% of the appropriate membership rate, but cannot introduce guests & are also not eligible to vote at the AGM of Special meetings

Leave of Absence

* The HP may request a leave of absence of up to one week from the board. It is the HP responsibility to ensure that all programs scheduled to run during that time are handled by their Assistant Pro(s). It is understood that the HP may be required to be contacted during that period for direction or assistance

Off Season

* It is understood that the HP operate junior tennis programs during the winter when <initials of club> does not operate. The HP may introduce <initials of club> Juniors to their own winter programs, and it is expected that the HP will reciprocally introduce their own Juniors to <initials of club>. All <initials of club> databases remain the property of <initials of club> at all times

<INITALS OF CLUB> Summer Season

* During the <initials of club> season, the HP unless pre agreed with the Junior Director must work exclusively on <initials of club> programs

Tennis Balls and Equipment

* <initials of club> will provide all junior tennis balls and equipment. Supply of all Adult tennis balls for Junior and Adult programs is the responsibility of the HP
* All equipment, including balls, racquets and nets etc at all times remain the property of <initials of club> and cannot be removed from the <initials of club> premises without written approval from the President or Junior Director

TERMINATION

It is understood that the HP are to be retained for the entire summer unless a breach of the Code of Conduct occurs during the season which would result in their immediate dismissal. For any minor differences that may occur during the season, the HP must be notified in writing by the President of any complaints. In the event of termination by the Board, all amounts earned up to and including 14 days’ notice will be paid in full to the HP as per the agreement. In addition, the HP will be required to pay <initials of club> any outstanding fees collected.

This agreement is in effect for the 20xx playing season at <initials of club> and does not extend beyond October 31, 20xx.

This agreement supersedes any previous agreements or offers between the parties and can be amended only by written agreement.

Agreed and signed

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

<name>

*President, <name of club)*

Agreed and signedDate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<name of pro)

*-Head Pro, <name of club0*