

## ENGAGEMENT CONTRACT

This Engagement Contract (this "Agreement") is made as of the 30<sup>th</sup> day of October, 2023 (the "Effective Date"), between:

**YMCA USA**  
(the "Employer")  
OF THE FIRST PART

AND

**NATALIE SNOW**  
(the "Contractor")  
OF THE SECOND PART

**Definitions.** As used in this Agreement and any exhibits annexed hereto, unless the context otherwise requires or is otherwise herein expressly provided, the following **terms shall have the following meanings:**

**Background:**

- A. The Employer is of the opinion that the Contractor has the necessary qualifications, experience and abilities to assist and benefit the Employer in its operation.
- B. The Employer desires to employ the Contractor and the Contractor has agreed to accept and enter such engagement upon the terms and conditions set out in this Agreement.

**In Consideration** of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Job Title and Description**

The initial job title of the Contractor is defined as: **Independent Contractor**. The duties and responsibilities expected to perform will be as follows:

- a. To assist with the procurement and distribution of relief products and materials.
- b. To disburse donation funds to people with disabilities, including children in foster care, orphanage homes and other selected recipients.

**Terms and Condition**

1. The Contractor agrees to be engaged on the terms and conditions set out in this Agreement. The Contractor agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

2. The Contractor will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding similar position in the industry or organization of the Employer.
3. The Employer may make changes to the job title or duties of the Contractor where the changes would be considered reasonable for a similar position in the industry or organization of the Employer. The Contractor's job title or duties may be changed by agreement and with the approval of both the Contractor and the Employer of after a notice period required under law.
4. The Contractor agrees to abide by the Employer's rules, regulations, policies, and practices, including those concerning work schedules, vacation, and sick leave, as they may from time to time be adopted or modified.

### **Work Location**

The Contractor's primary place of work will be at any flexible/remote location chosen by the Contractor. Such locations may include the Contractor's home, a co-working or other shared space, a private office, or any other place outside of the central office operated by the Employer.

### **Time Schedule**

The Contractor's normal hours of work, including breaks, ("Normal Hours of Work") are as follows: 1-3 hours per day, and 3 days in a week. Contractor can work at any flexible time of work hours or days.

However, the Contractor will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Contractor's Normal Hours of Work as deemed necessary by the Employer to meet the operation needs of the Employer.

### **Remuneration**

- i. \$166.67 /hour.
- ii. Minimum 9 hours a week, or more if pre-approved by the superior, given the workload.
- iii. 10% increase of rate every 12 months.
- iv. Contract is on three years and auto-renews in case parties did not notify of non-extension.
- v. Bi-weekly billing by invoice – The contractor will issue an invoice for number of hours in last two weeks multiplied by rate/hour and possible tax on top if applicable.

- v. The Employer will reimburse the Contractor for all reasonable expenses in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to any travel and entertainment expenses incurred by the Contractor in connection with the operation of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting proof/documentation.

### **Contractor Benefits**

1. The Contractor will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's policy documents or as required by law.
2. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Contractor with 60 days' written notice of that change and providing that any change to those benefits is taken generally with respect to other Contractors and does not single out the Contractor.

### **Contractor Working Equipment**

The Employer shall provide the Contractor the Organization laptop brand (ASUS ROG Strix G15 (2022) Laptop).

The Organization IT-Department will provide the Contractor the YMCA software, which the Contractor shall install into the laptop.

The Contractor shall use the Organization software and laptop for the sole purpose of YMCA operations as follows:

- a. Digital communication.
- b. Keeping records of workflows.
- c. Storing of Organization recipient data.
- d. Keeping records of procured items.

### **Probation Period**

#### **1. The Contractor shall be on a three weeks' probation period:**

The statement "The Contractor shall be on a three weeks' probation period" means that the newly hired Contractor will undergo a trial period of three weeks to assess their performance and suitability for the job. During this time, the employer can

terminate the Contractor's contract without notice if they find that the Contractor is not meeting their expectations or is not a good fit for the Organization.

Probation periods serve as a way for employers to evaluate the skills and work ethic of new Contractors before committing to a long-term engagement relationship. It also provides an opportunity for Contractors to learn more about their job responsibilities and expectations, as well as to demonstrate their abilities and commitment to the Organization.

During the probation period, both the employer and Contractor should communicate regularly to ensure that expectations are being met. The employer should provide feedback and guidance to help the Contractor improve their performance, while the Contractor should ask questions and seek clarification on any areas where they may be struggling.

## **2. The Contractor shall receive their payment in full during the probation period**

The statement "The Contractor shall receive their payment in full during the probation period" means that a Contractor who is on probation, which is a trial period of engagement, will receive their full payment as agreed upon in this engagement contract. This means that the employer cannot reduce the Contractor's hourly rate during the probation period.

This provision is to ensure that Contractors are not unfairly penalized during the probationary period. It also serves as an incentive for Contractors to perform well during this time, as they know that their payment will not be affected.

It should be noted that while a Contractor's payment cannot be reduced during the probation period, other terms and conditions of engagement may still be subject to change. For example, an employer may decide to terminate a Contractor's engagement during the probation period if they are not performing well.

## **3. Empowerment Funds**

YMCA has a financial empowerment program for its Contractors during their probation period. The program provides funds to Contractors to help them achieve their work tasks during this period.

YMCA financial empowerment program will issue out a paycheck to the Contractor with payment details as follow:

Name on Paycheck: **Natalie Snow**

**Note:** If you are to receive the payment check to a personal name or alternative address, kindly indicate via email.

## **Condition and Termination**

1. The term or condition expressed on implies in this Agreement, in the event that the Employer will discontinue operation at the location where the Contractor is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.
2. Where there is just cause for termination, the Employer may terminate the Contractor's engagement without notice, as permitted by law.
3. The Employer and the Contractor agree that reasonable and sufficient notice of termination of engagement by the Employer is the greater of four (4) weeks or any minimum notice required by law.
4. If the Contractor wishes to terminate this engagement with the Employer, the Contractor will provide the Employer with the greater of four (4) weeks of the minimum notice required by law. As an alternative, if the Contractor co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
5. The Termination Date specified by either the Contractor or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Contractor any outstanding portion of the compensation including any accrued vacation and banked time, if any, calculated to the Termination Date.
6. Once notice has given by either party for any reason, the Contractor and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

## **Remedies**

In the event of a breach or threatened breach by the Contractor of any of the provisions of the Agreement, the Contractor agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at

law or equity, in order to prevent or restrain any such breach by the Contractor or by the Contractor's partners, agents, representatives, servants, Contractors, and/or any and all persons directly or indirectly acting for or with the Contractor.

### **Severability**

The Employer and the Contractor acknowledge that this Agreement is reasonable, valid, and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

### **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Governing Law**

This Agreement will be construed in accordance with and governed by the laws of the Contractor's State of residence.

### **General Provisions**

1. Time is of the essence in this Agreement.
2. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
3. No failure or delay by either party to this Agreement in exercising and power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
4. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Contractor.
5. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

6. If, at the time of execution of this Agreement, there is a pre-existing engagement agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing engagement agreement are void and no longer enforceable after execution of this Agreement.

**This Agreement constitutes** the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties as of the \_\_\_ day of October, 2023, executed this instrument.



Mary Orne  
Chief Development Officer  
YMCA of the USA

Natalie Snow  
YMCA Contractor