Canoe Racing New Zealand Incorporated

High Performance Advisory Group
Canoe Sprint Open/U23/Junior Athletes
Terms of Reference

Issued 1 September 2012

Commencement Date 1 September 2012

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1. Introduction

1.1 **Scope:** This document sets out the Terms of Reference for the Canoe Racing NZ High Performance Advisory Group to select High Performance Squads for canoe sprint Open, U23 and Junior athletes. It has been issued by the Board in accordance with Rule 3.1 of the Canoe Racing NZ Constitution. It is binding on all members of Canoe Racing NZ and all Members of the Group.

1.2 **Commencement:** These Terms of Reference shall take effect from 1 September 2012 and apply until such time as they are amended or revoked by Canoe Racing NZ.

1.3 **Definitions:** Clause 11 contains definitions for key terms used in these Terms of Reference.

1.4 **Amendment:** These Terms of Reference may be amended at any time by the Board. Amendments, or an updated copy of the Terms of Reference, will be published on the Canoe Racing NZ website (www.canoeracing.org.nz) and otherwise made available by Canoe Racing NZ upon request.

2. Composition

2.1 **Composition:** In accordance with clause 2.2, the Group shall be made up of the following Members:

a. one person appointed by the High Performance Manager; and

b. a Canoe Racing NZ Coach appointed by the High Performance Manager; and

c. the High Performance Manager; and

d. the Convenor of the Selection Panel – Canoe Sprint Open/U23 Athletes.

2.2 **Criteria for Appointment:** In considering the appointment of a Member under clause 2.1a, the High Performance Manager (after consultation with other Members) shall appoint based on merit and, in doing so, shall take into account the following factors:

a. their knowledge of, and experience in high performance sport;

b. their occupational skills, abilities and experience; and

c. their knowledge of, and experience as an athlete or coach at open level in canoe sprint.

2.3 **Term of Office:** Except where clause 2.6 (Resignation & Removal) applies, each Member appointed under 2.1a and 2.1b shall hold office for two years commencing on the date of their appointment.

2.4 **Reappointment:** There is no limit to the number of times a person may be reappointed as a Member of the Group.

2.5 **Ineligibility:** The following persons shall **not** be eligible for appointment to serve on the Group unless, after considering the circumstances, the High Performance Manager determines otherwise:

a. **Other Position:** a person who is an employee or contractor of Canoe Racing NZ (unless the person is appointed under clause 2.1b or 2.1c) or a person who is currently a member of the Board; or

b. **Offences & Pending Investigations:** a person who has been charged with or is the subject of an investigation for any offence punishable by a term of imprisonment of three months or more.

2.6 **Resignation & Removal:** A Member:

a. may resign from office at any time on seven (7) days written notice to the High Performance Manager; or

b. will have their appointment on the Group terminated by the High Performance Manager on notice (either immediately or on such period of notice as the High Performance Manager considers appropriate) prior to the end of their term of office if the High Performance Manager considers the Member:

i. is not satisfactorily performing the responsibilities described in clause 5;

ii. has a Conflict of Interest such that they are not capable of performing the responsibilities described in clause 8;

iii. is no longer eligible to hold office under clause 2.5 (Ineligibility); or

iv. is not, or has not, acted in the best interests of Canoe Racing NZ, whether as a Member or otherwise.

2.7 **Casual Vacancy:** In the event of a Casual Vacancy on the Group, the High Performance Manager may appoint a replacement Member for a term of office for up to two (2) years.

3. Chair

3.1 **Appointment:** Each September or where a vacancy occurs in the Chair position, the Group shall appoint a Chair from amongst their number.

3.2 **Term of Office:** The Chair shall hold office for up to one year following their appointment.

3.3 **Reappointment:** There is no limit to the number of times a person may be reappointed as Chair.

3.4 **Role:** The role of the Chair is to chair meetings, and prepare notes and reports as required for the High Performance Manager on behalf of the Group. The Chair will also undertake such actions as required to give effect to these Terms of Reference.

3.5 **Resignation:** The Chair may resign as Chair at any time and remain as a Member unless otherwise determined by the High Performance Manager.

4. Responsibilities of Canoe Racing NZ

4.1 **Expenses:** The Chief Executive may reimburse Members of the Group for their actual and reasonable expenses incurred in the conduct of their responsibilities following pre-approval by the Chief Executive and completion of a properly completed expense claim (in the form required and approved by the Chief Executive) and in accordance with Canoe Racing NZ policies.

5. Responsibilities of the Group & Members

5.1 **Responsibilities of the Group:** The Group has responsibilities as follows:

a. in accordance with the Canoe Sprint High Performance Squads Policy, select Open, U23 and Junior athletes to be included in relevant High Performance Squads;

b. select a Member of the Group for appointment to the Selection Panel Canoe Sprint for Junior athletes;

c. provide recommendations to the Board for members of the Canoe Sprint Selection Panels for Open/U23 Athletes and Junior Athletes;

d. provide the High Performance Manager with input on:

   i. advice on how to achieve Canoe Racing NZ's High Performance Vision, Purpose and Values; and

   ii. the performance measures required to support the achievement of the Canoe Racing NZ High Performance Vision, Purpose and Values; and

   iii. a development plan for Canoe Sprint NZ Coaches, including feedback on potential and developing coaches; and

   iv. the resources required to achieve the High Performance Vision.

e. provide the High Performance Manager with any other feedback as required from time to time.

5.2 **Responsibilities of the Members:** Each Member must:

a. familiarise themselves with these Terms of Reference, the Canoe Racing NZ Selection Regulations and the Canoe Sprint High Performance Squads Policy;

b. agree to adhere to these Terms of Reference, the Canoe Racing NZ Constitution, the Canoe Racing NZ Selection Regulations, and any other Canoe Racing NZ rules, regulations, policies, procedures or directions of the Board and Chief Executive Officer;

c. be available to attend, and attend (unless there are exceptional circumstances which have been approved by the Chair) at least three of the following events during each year in which they are a Member:

   i. Blue Lake Canoe Sprint Regatta 1;

   ii. Blue Lake Canoe Sprint Regatta 2;

   iii. South Island Canoe Sprint Regatta;

   iv. the New Zealand Canoe Sprint National Championships;

   v. any high performance training camps held by Canoe Racing NZ;

   vi. any trials held by Canoe Racing NZ; and

   vii. any other regattas, events or competitions specified in any Selection Regulations.

d. participate in all meetings of the Group unless excused by the Chair;

e. consult with Canoe Racing NZ Coaches as required and in accordance with the Canoe Sprint High Performance Squads Policy. Relevant Canoe Racing NZ Coaches may be invited to attend and provide feedback to meetings of the Group;

f. contribute to the preparation of any reports of the Group, as directed by the Chair;

g. not communicate directly with athletes regarding the application of any Canoe Sprint High Performance Squads Policy or the processes of the Group except to the extent specifically agreed with the Chair;

h. adhere to the Canoe Racing NZ Media Policy (which will be provided to the members) including not making public statements unless they are acting under direct instructions from the High Performance Manager;

i. not disclose information obtained by virtue of their position on the Group to any person except as permitted by the High Performance Manager or by law;

j. attend any meetings requested by the High Performance Manager in relation to any complaint by any athlete; and

k. at all times act in good faith and in the best interests of Canoe Racing NZ.

6. Meetings

6.1 **Meetings:** The Group shall meet as and when required to undertake its role and responsibilities as set out in these Terms of Reference. Meetings may be in person or conducted via teleconference or other means as the Chair thinks fit so long as all participants can hear each other simultaneously. In addition, the Group can exchange emails individually or collectively and enter into other communications with one another and/or collectively as part of their deliberations.

6.2 **Quorum:** All Members of the Group must participate in all meetings of the Group unless they have a Conflict of Interest, are unwell or have other commitments, in which case the quorum shall be all remaining Members and must be at least two Members.

6.3 **Voting:** Each Member of the Group shall have one vote on any decision to be made by the Group, unless clause 8 (Conflicts of Interest) applies. If required the Chair shall have both a deliberative and a casting vote.

6.4 **Decisions:** Decisions of the Group must be by majority.

6.5 **Notes of Meetings**: The Chair shall ensure that notes are kept of all meetings of the Group and that copies of these are provided to the High Performance Manager.

7. Announcement of Selection Decisions

7.1 The High Performance Manager is responsible for publicly announcing any selection decisions of the Group.

8. Conflicts of Interest

8.1 If a Member has or the High Performance Manager believes any Member has, or may have, a potential or actual Conflict of Interest then:

a. the Member must disclose the nature of the potential or actual Conflict of Interest to the Chair; and

b. the Member may not participate in any discussions, voting, or decisions which may be affected by the Conflict of Interest.

9. Interpretation, Conflicts, & Matters Not Provided For

9.1 If there is any dispute or difference regarding the interpretation of these Terms of Reference, the matter shall be determined by the Board as it sees fit.

9.2 If there is any conflict or inconsistency between these Terms of Reference and any Regulation or Policy, the Board shall resolve this as it sees fit.

9.3 If any situation arises that, in the opinion of the Board, is not provided for in these Terms of Reference, the matter shall be determined by the Board as it sees fit.

10. Definitions

"Board" means the Board of Canoe Racing NZ.

"Casual Vacancy" means a vacancy which arises:

a. due to the office holder resigning prior to the expiry of their term of office;

b. due to the death of the office holder; or

c. where the office holder has been removed from office under clause 2.6.

"Canoe Racing NZ" means Canoe Racing New Zealand Incorporated.

"Canoe Racing NZ Coaches" means any people appointed or contracted by Canoe Racing NZ to coach athletes in the canoe sprint high performance programme under the jurisdiction of Canoe Racing NZ.

"Chief Executive" means the Chief Executive Officer of Canoe Racing NZ.

"Class" means either the Men's or Women's K1, K2, or K4.

"Conflict of Interest" means a situation where a Member of the Group has a personal, financial, or other material interest that is, or is likely to, have an impact on the selection or non-selection of an athlete, or the role and responsibilities of that person as a member of the Group. For example, this includes a relationship as a previous or existing coach of an athlete, or a family relationship with an athlete.

"Chair" means the person described in clause 3.

"Group" means the Canoe Racing NZ High Performance Advisory Group – Open/U23/Junior athletes.

"High Performance Manager" means the High Performance Manager appointed to the role by Canoe Racing NZ.

"Junior" means U18 athletes.

"Member" means a member of the Canoe Sprint High Performance Advisory Group.

"Selection Regulations" means any regulations regarding selection issued by Canoe Racing NZ.

"Terms of Reference" means this document.

"Vision, Purpose and Values" are as defined in Canoe Racing NZ's High Performance plan.