Canoe Racing New Zealand Incorporated

Canoe Sprint Selection Panel
For Open and U23 Athletes
Terms of Reference

Issued 1 September 2012

Commencement Date 1 October 2012

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1. Introduction

1.1 **Scope:** This document sets out the terms of reference for the selection panel which has been established by Canoe Racing NZ to select teams for both Canoe Sprint Open and Canoe Sprint U23 Events ("**Selection Panel**"). 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 persons appointed by the Board to be Selectors.

1.2 **Status:** These Terms of Reference supercede all prior versions and all correspondence, discussions, and representations (whether written or oral) regarding the Selection Panel except to the extent specified in these Terms of Reference or as specified in any Selection Regulations.

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

1.4 **Definitions:** Clause 12 contains definitions for key terms used in these Terms of Reference.

1.5 **Amendment:** Canoe Racing NZ intends to review these Terms of Reference every two (2) years but these Terms of Reference may be amended at any time by the Board. If these Terms of Reference are amended Canoe Racing NZ shall provide all Selectors with the updated Terms of Reference as soon as possible following amendment.

2. Selection Panel

2.1 **Composition:** The Selection Panel shall be made up of the following people (after consideration of any recommendations provided under clause 2.3):

a. two (2) people appointed by the Board; and

b. the High Performance Manager; and

c. if clause 2.12 (Co-option) applies, any person(s) co-opted by the Board.

2.2 **Application Process:** Any person seeking to be a Selector under clause 2.1a must make a written application to the Chief Executive. All applications must be submitted by the date specified by the Chief Executive, unless otherwise agreed with the Chief Executive. The Board and/or Chief Executive may invite any person to make an application to be a Selector.

2.3 **Recommendations:** The High Performance Advisory Group may provide the Board with recommendations as to the person(s) it considers should be appointed to fill the positions described in clause 2.1a and 2.1c above; and

2.4 **Criteria for Appointment:** In considering the applications for appointment as a Selector under clause 2.1a, the Board shall appoint based on merit and in doing so shall take into account the following factors about the applicant:

a. their prior experience as a selector;

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

c. their occupational skills, abilities, and experience; and

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

2.5 **Term of Office:** Except where clauses 2.7 (Schedule of Rotation) or 2.10 (Resignation & Removal) apply, each Selector shall hold office for two (2) years commencing on the date of their appointment (or such other date as determined by the Board) and concluding two (2) years later (for example, commencing 1 October 2012 and concluding 30 September 2014).

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

2.7 **Schedule of Rotation:** The Board may determine a schedule of rotation for the Selectors on the Selection Panel at any time to ensure there is a rotation of Selectors and that not all positions on the Selection Panel become vacant at any one time.

2.8 **Advertisement:** Unless the Board determines otherwise, any vacancies on the Selection Panel for the positions described in clause 2.1a shall be advertised via a Canoe Racing NZ newsletter or the Canoe Racing NZ website (www.canoeracing.org.nz).

2.9 **Ineligibility:** The following persons shall **not** be eligible for appointment to serve on the Selection Panel unless, after considering the circumstances, the Board 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.

2.10 **Resignation & Removal:** A Selector:

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

b. will have their appointment on the Selection Panel terminated immediately if they were appointed under clause 2.1b and they resign or their role as a High Performance Manager is terminated;

c. will have their appointment on the Selection Panel terminated by the Board on notice (either immediately or on such period of notice as the Board considers appropriate) prior to the end of their term of office if the Board considers the Selector:

i. is not satisfactorily performing the responsibilities described in clause 5.2 (Responsibilities of the Selectors);

ii. has a Conflict of Interest such that they are not capable of performing the responsibilities described in clause 5.2 (Responsibilities of the Selectors);

iii. is no longer eligible to hold office under clause 2.9 (Ineligibility); or

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

2.11 **Casual Vacancies:** In the event of a Casual Vacancy on the Selection Panel the Board may appoint a replacement Selector for a term of office of up to two (2) years.

2.12 **Co-option:** The Board may co-opt additional persons to serve on the Selection Panel for a period determined by the Board if the Board consider that more than two persons

currently on the Selection Panel have a Conflict of Interest which means those persons are not available to participate in meetings and make decisions.

3. Convenor:

3.1 **Appointment:** Each October (and where clause 3.7 (Vacancy) applies) the Selection Panel shall appoint a Convenor from amongst their number. If the Selectors cannot agree on the Convenor then the Board shall appoint a person as Convenor.

3.2 **Term of Office:** The Convenor shall hold office for up to one (1) year following their appointment.

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

3.4 **Role:** The role of the Convenor is to represent the Selection Panel to the Board, the Chief Executive, and the Members of Canoe Racing NZ.

3.5 **Responsibilities of the Convenor:** In addition to the responsibilities described in clause 5.2 (Responsibilities of the Selectors), the Convenor shall:

a. chair meetings of the Selection Panel, but if he or she is unable to attend a particular meeting he or she shall nominate another member of the Selection Panel to chair the meeting in his or her absence;

b. prepare a report in accordance with clause 7.2 (Selection Decision Report) every time a selection decision is proposed so that it may be reviewed in accordance with clause 8 (Review);

c. ensure the Chief Executive receives all reports and minutes prepared by or for the Selection Panel including reports of proposed selection decisions for review in accordance with clause 8 (Review);

d. undertake such actions as required to give effect to these Terms of Reference and the Selection Regulations.

3.6 **Resignation:** The Convenor may resign as Convenor at any time and remain as a Selector, unless otherwise determined by the Board.

3.7 **Vacancy:** If the Convenor vacates office as a Selector and therefore, as Convenor during their term of office as Convenor, a new Convenor shall be appointed in accordance with clause 3.1 (Appointment) to serve the balance of the term.

4. Responsibilities of Canoe Racing NZ

4.1 **Assistance:** To assist the Selection Panel, Canoe Racing NZ shall:

a. provide each Selector with up-to-date copies of all relevant Selection Regulations; and

b. through the Convenor, keep the Selection Panel informed of any matters which may affect whether or not any athlete seeking selection is eligible for selection.

4.2 **Expenses:** The Chief Executive may reimburse members of the Selection Panel for their actual and reasonable expenses incurred in the conduct of their responsibilities following approval 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 & Authority of the Selection Panel & Selectors

5.1 **Responsibility of the Selection Panel:** The Selection Panel is responsible for selecting athletes in accordance with these Terms of Reference and the Selection Regulations.

5.2 **Responsibilities of the Selectors:** As members of the Selection Panel, each Selector must:

a. familiarise themselves with these Terms of Reference and the Selection Regulations;

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

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

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 Selection Panel unless excused by the Convenor;

e. consult with Canoe Racing NZ Coaches as required and in accordance with the Selection Regulations. The relevant Canoe Racing NZ Coaches may be invited to attend and provide feedback to meetings of the Selection Panel;

f. contribute to the preparation of any reports of the Selection Panel, as directed by the Convenor;

g. have regard to any comments or directions of the Chief Executive or the Board regarding any proposed selection decisions or any instructions to revisit proposed selection decisions as described in clause 8 (Review);

h. not communicate directly with athletes regarding the application of any Selection Regulation or the processes of the Selection Panel except to the extent specifically agreed with the Convenor;

i. adhere to the Canoe Racing NZ Media Policy (which will be provided to the Selectors) including not making public statements unless they are acting under direct instructions from the Board;

j. not disclose information obtained by virtue of their position on the Selection Panel to any person except as permitted by the Board or the Chief Executive or by law;

k. attend any meetings requested by the Chief Executive or the Board in relation to any appeal by any athlete, including attendance at any proceedings held in relation to any such appeal; and

l. at all times act in good faith and in the best interest of Canoe Racing NZ.

5.3 **Authority:** Provided they do so in accordance with any specific requirements set out in any Selection Regulation, the Selection Panel, though the Convenor, may:

a. request that the High Performance Manager provide them with information about any matters described in any Selection Regulation (such as results, data, and performances at events);

b. request that an athlete seeking selection undergo a medical examination;

c. be involved with selection trials; and

d. consult with any other person they consider relevant to assist them in making selection decisions, but such persons may not participate in any deliberations or decisions of the Selection Panel.

6. Meetings

6.1 **Meetings & Deliberations:** The Selection Panel 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 Convenor thinks fit so long as all participants can hear each other simultaneously. In addition, the Selection Panel 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 Selection Panel must participate in all meetings of the Selection Panel unless they have a Conflict of Interest, in which case the quorum shall be all remaining Selectors who do not have a Conflict of Interest. If there are less than three (3) Selectors able to participate in meetings of the Selection Panel the Board may exercise the power of co-option specified in clause 2.12 (Co-option).

6.3 **Voting:** Each member of the Selection Panel shall have one vote on any decision to be made by the Selection Panel, unless clause 10 (Conflicts of Interest) applies. If required the Convenor shall have both a deliberative and a casting vote.

6.4 **Decisions:** The Selection Panel shall make its decisions at least seven (7) days prior to each selection date specified in the Selection Regulations. Decisions of the Selection Panel must be by majority.

6.5 **Minutes:** The Convenor shall ensure that minutes are kept of all meetings of the Selection Panel. These minutes and any other communications between members of the Selection Panel regarding selection matters shall be confidential to the Board and Chief Executive.

7. Reporting

7.1 **Report to Chief Executive:** The Selection Panel shall, through the Convenor, report to the Chief Executive selection decisions at least seven (7) days prior to each selection date specified in the Selection Regulations.

7.2 **Proposed Selection Report:** Once the Selection Panel has made any proposed selection decision(s), the Convenor shall prepare a report which sets out:

a. an outline of the information considered by the Selection Panel;

b. an outline of the process followed by the Selection Panel; and

c. the proposed selection decision(s).

8. Review

8.1 **Review by the Chief Executive:** The Chief Executive shall be responsible for reviewing and, if satisfied, recommending that the Board approve all reports made in accordance with clause 7.2 (Proposed Selection Report) regarding proposed selection decisions. In reviewing reports of the Selection Panel the Chief Executive must be satisfied that the athletes the Selection Panel proposes to select:

a. have met and, where relevant, continue to meet, all eligibility conditions specified in the applicable Selection Regulation; and

b. have been chosen in accordance with the requirements in the applicable Selection Regulation.

8.2 **Review by the Board:** The Board shall be responsible for reviewing and, if satisfied, approving, all proposed selection decisions. In reviewing proposed decisions of the Selection Panel the Board must be satisfied that the athletes the Selection Panel proposes to select have been selected in accordance with the requirements in the applicable Selection Regulation.

8.3 **Further Enquiry:** The Chief Executive or the Board may request that the Convenor (or the Selection Panel as a whole) provide further detail about any proposed selection decision(s) to assist the Chief Executive and the Board in undertaking the reviews described in clauses 8.1 and 8.2 above.

8.4 **Selection:** If, having undertaken its review, the Board is satisfied with any proposed selection decision(s) the Board shall notify the Convenor and the Chief Executive accordingly. Following such notification the Chief Executive may publicly announce the selection decision(s).

8.5 **Requirement to Revisit Proposed Decision(s):** If, having undertaken a review, the Chief Executive or the Board are not satisfied with any report or any proposed selection decision(s), the Chief Executive or the Board may inform the Convenor of any concerns and require the Selection Panel to revisit their decision(s) and provide a further report for review in accordance with clauses 8.1 and 8.2 above.

9. Announcement of Selection Decisions

9.1 **Public Announcements:** The Chief Executive is responsible for publicly announcing any decisions of the Selection Panel but may not do so until the Board has approved the proposed selection decisions in accordance with clause 8.4 (Selection).

10. Conflicts of Interest

10.1 **Conflicts of Interest:** If a Selector or the Board believes any Selector has, or may have, a potential or actual Conflict of Interest then:

a. the Selector must disclose the nature of the potential or actual Conflict of Interest to the Convenor and the Chief Executive; and

b. the Selector may not participate in any discussions, voting, or selection decisions which may be affected by the Conflict of Interest; and/or

c. resign from the Selection Panel or have their position terminated by the Board in accordance with clause 2.10 (Resignation & Removal).

11. Interpretation, Conflicts, & Matters Not Provided For

11.1 **Dispute or Difference:** 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.

11.2 **Conflict or Inconsistency:** If there is any conflict or inconsistency between these Terms of Reference and any Selection Regulation, the Board shall resolve this as it sees fit.

11.3 **Matters Not Provided for:** 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.

12. 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 2.10 (Resignation & Removal).

"Canoe Racing NZ Constitution" means the Constitution of Canoe Racing New Zealand.

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

"Canoe Racing NZ Coaches" means any person 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 Men's or Women's K1, K2, or K4.

"Conflict of Interest" means a situation where a member of the Selection Panel 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 Selection Panel. For example, this includes a relationship as a previous or existing coach of an athlete, or a family relationship with an athlete.

"Convenor" means the person described in clause 3.

"Distance" means 200m, 500m, or 1000m.

"Event" means the combination of Class and Distance. For example, Men's K1, 1000m or Women's K1, 500m.

"High Performance Advisory Group" means the high performance advisory group appointed by the Chief Executive that is known by this title.

"High Performance Manager" means the Canoe Racing NZ's High Performance Manager.

"Member" has the meaning given to it in the Canoe Racing NZ Constitution.

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

"Selectors" means the persons appointed to the Selection Panel by the Board.

"Terms of Reference" means this document.