

People Module

- Job Descriptions
- Recruitment Strategy
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Job Descriptions

Do you have written agreements for your volunteer? Do they know exactly what is expected of them as volunteers and in turn what their club or association is required to provide to them?

If you have answered "no" to either of these questions, then you could be leaving yourself exposed to challenges. Ironically most organisations will expect volunteers to plan with meticulous detail, but don't seem to do the same at their end.

There are many reasons why organisations / clubs should ensure volunteers have a written agreement. Some are listed below:

1 – **The Facts**. Certainty is the most obvious reason. Information should be clear about the many matters which volunteers need to know about for their sport. These include how long the appointment is for; what benefits a volunteer is entitled to receive, who they are accountable to; who they are responsible for. If they are not recorded in some way differences can arise over what was expected or happened.

2 – **The Commitment**. It shows mutual commitment to each other. Volunteers are giving up their free time to help the club / organization and should be recognize for that commitment. By having the length and nature of the commitment recorded, you are both clear about the future.

Similarly volunteers will want to ratify their commitment to the position and understand all that it entails. You should ensure it is recorded so that if the commitment is broken by them you have a reasonable period of time to replace them, for example, requiring them to give a certain period of notice.

3 - **Recognition** of their voluntary time should be recorded in a written agreement. Often it is the only place where it can be expressed. This can be shown by many things such as invitations to dinners and awards, reimbursement of expenses, supply of clothing and sponsors apparel, use of a computer, provision of a mobile phone, entitlement to retain frequent flyer points, and perhaps an honorarium. You should ensure that if these things are provided, they are recorded so that neither party can later renege on the deal.

4 - **Tax implications** of any benefits volunteers receive need to be carefully considered. Just because they don't receive a salary or wages for their role as volunteer, doesn't mean they escape paying tax on the benefits they receive. They may be liable to pay fringe benefit tax on certain benefits or to pay withholding tax on their honorarium. Repackaging the deal may enable you to minimise the tax obligations but in any event you should seek advice as to the tax implications of any benefits they may receive. The introduction of GST also means your sporting organisation may have to pay GST on the value of their services.

5 - **Change in Personnel** is another reason for recording an agreement with a volunteer. Invariably if the President of the Club or other administrator who appointed them changes during their term, it makes it easier to inform the incoming person of the deal if it is recorded.

6 - **Roles and Responsibilities** of a volunteer should be clear and an agreement is a good place to record them. Things like: Who do they report to (the Club as a whole, the Committee, the President, the Coaching Committee)? What duties they are responsible for? What other volunteers are they responsible for? Also the level of their authority should be clear. For example can they charge equipment needed for training to the club? If so, to what level? Do they need to submit a budget for their expenses?



7 - **Risk Management** is one of those words you hear often, a volunteer has a duty of care to the members they deal with to ensure they are not injured or harmed. If they are dealing with young athletes that duty is even higher. While an agreement with the organisation won't stop injuries or remove that duty of care, the issue of who is responsible can be clearly determined in an agreement to minimise your liability. For example, is the coach, the club, or the groundsman, responsible for ensuring the safety of the equipment used in the game, be it goal posts, hurdles, ball machines etc?

8 - **Policies and Codes of Conducts** are increasingly being produced by sports for volunteers to sign. If an organisation / club have policies and procedures which volunteers are bound by, then make sure they have read them. Policies like anti-doping, anti-harassment, pregnancy and infectious diseases policies are matters which could have legal obligations and these policies should be included in their volunteer agreement.

Make sure there is a written document recording the various matters you have agreed to with the person taking on the role of a volunteer. Then they can get on with what they do best – volunteer!



Sample Job Descriptions - all job descriptions should have the club /group logo and vision statement on them.

Club Logo

Vision Statement

President/Chairperson

The President is the principle leader of the club/group and has overall responsibility for the club's/group's administration.

The President sets the overall annual committee agenda (consistent with the views of members), helps the committee prioritize its goals and then keeps the committee on track by working within that overall framework. At the operational level, the major function of the President is to facilitate effective committee meetings.

Responsible to

The President is elected by the members and responsible for representing the views of the members.

Responsibilities and Duties

The President/Chairperson should:

- Manage committee and/or executive meetings
- Manage the annual general meeting
- Represent the club/group at local, regional and national levels
- Act as a facilitator for club/group activities
- Ensure the planning and budgeting for the future is carried out in accordance with the wishes of the members.

Knowledge and Skills Required

Ideally the President/Chairperson is someone who:

- Can communicate effectively
- Is well informed of the group/club activities
- Is aware of the future directions and plans of members
- Has a good working knowledge of the constitution, rules and the duties of all office holders and subcommittees
- Is a supportive leader for the group/club members.

Estimated Time Commitment Required & Period of Appointment

The estimated time commitment required as the President/Chairperson is _____ hours per week.

The time commitment required as the President/Chairperson of a club/group varies greatly. Smaller clubs may require a President to spend only a half hour to an hour per week or larger clubs two to three hours per week on Presidential duties.

The President is appointed for a _____ term.



Club Logo

Vision Statement

Secretary:

The Secretary is the chief administration officer of the club/group. This person provides the coordinating link between members, the management committee and outside agencies.

The roles and responsibilities of the Secretary vary greatly from club to club and experienced secretaries will tell you that their duties often expand beyond what is normally expected of the Secretary.

Responsible to

The secretary is directly responsible to the President/Chairperson and the members.

Responsibilities and Duties

The Secretary should:

- Prepare the agenda for club/group meetings in consultation with the President/Chairperson
- Make arrangements including venue, date, times and hospitality for club/group meetings
- Send adequate notice of the meetings
- Collect and collate reports from office bearers
- Call for and receive nominations for committees and other positions for the club/group AGM
- Take the minutes of meetings
- Write up the minutes as soon as possible after the meeting
- Read, reply and file correspondence promptly
- Collate and arrange for the printing of the annual report
- Maintain registers of members' names and addresses, life members and sponsors
- Maintain files of legal documents such as constitutions, leases and titles
- Act as the public officer of your club/group liaising with members of the public, affiliated bodies and government agencies.
- With Associations - process transfer applications; enter teams in competitions; represent your club/group at Association meetings; obtain Association sanction for club/group events; communicate information between Association and club/group members, such as event deadlines.
- Other tasks: handle bookings and entries; supervise uniforms; respond to general duties as directed by the club/group committee.

Knowledge and Skills Required

Ideally the Secretary is someone who:

- Can communicate effectively
- Is well organised and can delegate tasks
- Can maintain confidentiality on relevant matters
- Has a good working knowledge of the constitution.

Estimated Time Commitment Required

The estimated time commitment required as the Secretary of is _____ hours per week.

The time commitment required as the Secretary of a club/group varies greatly. Smaller clubs may require a Secretary to spend only a half hour to an hour per week or larger clubs two to three hours per week on Secretarial duties.

The Secretary is appointed for a _____ period.



Club Logo

Vision Statement

Treasurer

The Treasurer is the chief financial management officer for the club/group.

Responsible to;

The Treasurer is directly responsible to the President and members.

The Treasurer may chair the Finance Committee at larger clubs/groups or associations.

Responsibilities and Duties

The Treasurer should:

- Prepare a budget and monitor it carefully
- Keep the club's books up-to-date
- Keep a proper record of all payments and monies received
- Make sure financial reports are available and understood at all committee meetings
- Show evidence that money received is banked and documentation provided for all money paid out
- Ensure that information for an audit is prepared each year
- Arrange the audit
- Give Treasurer's report at regular meetings and when required
- Produce an annual financial report
- Send out accounts
- Pay the bills.

Knowledge and Skills Required

Ideally the Treasurer is someone who is:

- Well organised
- Able to allocate regular time periods to maintain the books
- Able to keep good records
- Able to work in a logical orderly manner
- Aware of information which is needed to be kept for the annual audit.

Estimated Time Commitment Required

The estimated time commitment required as the Treasurer is _____ hours per week.

The time commitment required as the Treasurer of a club/group varies greatly. Smaller clubs may require a Treasurer to spend only a half hour week or larger clubs two per week on club/group related duties.

The Treasurer is appointed for a _____ period.



Club Logo

Vision Statement

Club Captain

The key purpose of the Club Captains role is overall responsibility for the playing side of the club, communication link between the committee and the playing side of the club, management of coaches, managers, and other volunteers related to the playing sides of the club.

Direct Relationship: *Executive Committee, President, Coaches, Managers, Players*

Key Tasks and Responsibilities:

- Being in touch with all activities and a member of the management committee
- Being the link between administration and the members, assisting communication within the club and with the media and other organisations
- Providing advice and support to members
- Ensuring fair and equitable selection procedures for team members and team management/coaching etc
- Meeting and welcoming new members, ensuring all members are involved in club activities
- Liaising with coaches and officials to see that the club training sessions run smoothly and ensuring that times and available facilities are utilised in the best interests of all members
- Liaising with the community to promote the club and its activities
- Liaising with other committee members regularly
- Ensure all club coaches, managers and senior players complete education programs for the betterment of the club and welfare of the members

Desirable Qualities: Enthusiasm, sense of humour, good communication skills, good delegation skills

Estimated Time Commitment Required

The estimated time commitment required as the Club Captain is _____ hours per week.

The time commitment required as the Club Captain of a club/group varies greatly. Smaller clubs may require a Club Captain to spend only a half hour week or larger clubs two per week on club/group related duties.

The Club Captain is appointed for a _____ period.



Club Logo

Vision Statement

CLUB TEAM MANAGER

Team Managers have an extremely important role ensuring the successful management of the team and welfare of the athletes in their care. Regardless of the team you are managing the responsibilities and duties are similar. The Team Manager's duties, however, become more extensive when managing teams overseas.

A Club Team Manager is responsible for the:

- Administration and management of the team
- Welfare of all team members at training and competition.

Responsible to

The Club Team Manager is responsible to the President of the Club.

Knowledge, Skills, Experience and Requirements

- Strong interpersonal and oral skills including the ability to effectively liaise with athletes, coaches and administrators
- Strong organisational skills
- Sound knowledge of the selection procedures and rules/regulations of the competition
- Police clearance. *It is recommended that all team managers particularly those dealing with children are required to have a police clearance.* A police clearance primarily determines if a person has a criminal history and the nature of any past offences. These may include sexual offences under the criminal code including drug offences, assault, major offences of violence, serious dishonesty (eg. embezzlement), drink driving and speeding etc
- Current First Aid certificate

Responsibilities and Duties – A Checklist for Consideration

The Club Team Manager has a variety of responsibilities. Some areas to consider when managing a Club Team include:

- Liaising with all team members, parents, coaches and officials to ensure the athletes are appropriately dressed and informed of training, competition and club functions
- Adjudicating any problems that may arise amongst team members, parents, the coach and supporters
- Acting as liaison officer between the club and the team
- Ensuring all equipment is safe, the first aid kit is ready for use and the players have their own drink bottle
- Ensuring the score card and any other rules/regulations of the competition are carried out
- Ensuring all welfare and safety requirements for the team are met
- Athletes under 18 years must be supervised at all times

Your sport may have developed specific policies that would be available from your National Association.

Estimated Time Commitment Required

The estimated time commitment required as the Club Team Manager is _____ hours per week.

The time commitment required as the Club Team Manager of a club/group varies greatly. Smaller clubs may require a Club Team Manager to spend only a half hour week or larger clubs two per week on club/group related duties.

The Club Team Manager is appointed for a _____ period.



Club Logo

Vision Statement

Club Coach/Selector

The Club Coach/Selector is responsible for planning, co-ordinating and delivering a comprehensive preparation and playing programme for the team that ensures they perform to the level of competition required and in accordance with the goals and objectives of the club.

Direct Relationship: Management Board, Club Captain, Team Manager

Key Tasks and Responsibilities:

- To identify and select suitable players from trials and club fixtures as required
- To select a team in conjunction with other selection personnel in accordance with club policies/goals and objectives
- To assist as required with selection of teams in other grades
- To devise, plan and implement a complete team programme that enables the team the opportunity to perform effectively in the competition it is in
- To contact successful and unsuccessful players giving them reasons for non-selection
- To evaluate team and individual performances as the season progresses and implement various activities to address their needs
- To carry out policies and directives as set down by the club with regard to fairplay, sportsmanship etc
- To undertake a post-season review to include, team profile, calendar and performance record, as required by the club
- To undertake courses and coach education as determined by your club to attain the coaching standards required to effectively coach your team
- To set realistic and achievable goals for the team in conjunction with the appropriate team and club personnel
- To liaise and report effectively with the Club Captain, and/or dedicated club personnel on matters concerning the team as required
- To liaise with the team manager on matters of team organisation and administration
- To undertake official duties or functions as required by the club
- To liaise with other club and Coaching Personnel
- To ensure up to date technical and coaching information is made available to the team
- To promote, foster and actively participate in any club coaching activities as required
- Attend Club Forum or other Coach Education

Desirable Qualities: Problem solving skills, knowledge of the principles of sport, reliable, punctual, organised, good interpersonal skills, qualified to the appropriate level

Estimated Time Commitment Required

The estimated time commitment required as the Club Coach/Selector is _____ hours per week.

The time commitment required as the Club Coach/Selector of a club/group varies greatly. Smaller clubs may require a Club Coach/Selector to spend only a half hour week or larger clubs two per week on club/group related duties.

The Club Coach/Selector is appointed for a _____ period.



Club Logo

Vision Statement

Fundraising and Sponsorship Coordinator

The Fundraising and Sponsorship Coordinator is responsible for overseeing the sponsorship and fundraising activities of the club / organisation.

Responsible to

The Fundraising and Sponsorship Coordinator is directly responsible to the Treasurer and the members of the club / organisation.

The Fundraising and Sponsorship Coordinator may chair the Sponsorship and Fundraising Committee.

Responsibilities and Duties

The Fundraising and Sponsorship Coordinator should:

- Determine what purpose the funds are being raised
- Develop a fundraising plan
- Identify potential source of funds e.g. sponsorship, grants etc
- Write the grant application or sponsorship proposal
- Ensure the acquired funds are being used for the designated purpose
- Maintain relationships with donors, grant agencies and sponsors
- Submit regular reports to the club/group committee

Knowledge and Skills Required

Ideally a Fundraising and Sponsorship Coordinator is someone who:

- Can communicate effectively.
- Is well organised.
- Has a high level of attention to detail.
- Ideally, experience in marketing or sponsorship would be an advantage.

Time Commitment Required

The estimated time commitment required as the Fundraising and Sponsorship Coordinator is _____ hours per week.

The time commitment required as the Fundraising and Sponsorship Coordinator of a club/group varies greatly. Smaller clubs may require a Fundraising and Sponsorship Coordinator to spend only a half hour week or larger clubs one hour per week on club/group related duties.

The Fundraising and Sponsorship Coordinator is appointed for a _____ period.



Club Logo

Vision Statement

Volunteer Co-ordinator

The Volunteer Co-ordinator is responsible for the human resource planning, recruiting, selection, training and recognition of volunteers.

Responsible to

The Volunteer Co-ordinator is directly responsible to the President and the members of the club.

Responsibilities and Duties

The Volunteer Co-ordinator should:

- Assess the human resource needs for the club for general running and special events
- Recruit and recommend the appointment of volunteers to roles that suit them
- Organise the orientation and the induction of volunteers
- Work with the Secretary organising volunteer rosters and maintaining records
- Identify and organise the training and education opportunities for volunteers
- Ensure that volunteers are reimbursed for their approved out-of-pocket expenses
- Ensure all volunteers are recognised for their efforts
- Submit regular reports to the club/group committee.

Knowledge and Skills Required

Ideally a Volunteer Co-ordinator is someone who:

- Can communicate effectively and has good interpersonal skills
- Is positive and enthusiastic
- Is well organised.

Time Commitment Required

The estimated time commitment required as the Volunteer Co-ordinator is _____ hours per week.

The time commitment required as the Volunteer Co-ordinator of a club/group varies greatly. Smaller clubs may require a Volunteer Co-ordinator to spend only a half hour week or larger clubs one hour per week on club/group related duties.

The Volunteer Co-ordinator is appointed for a _____ period.



Recruitment Strategies

Some clubs have developed a membership or recruitment strategy, which clearly sets out how the club will target new members and what the costs are likely to be. Whilst some member recruitment happens of its own accord, it's often worthwhile to create a more pro-active plan to attract new members and particularly those that are not currently catered for. A useful starting point is to discover how your existing members found out about the club. Knowing this information will help you decide where best to focus your future recruitment efforts, either because that route works well, or because you've identified a gap in your publicity. Some of these may include: bring a friend" open day/night, leaflet, poster, flyer or press release, club website etc.

It is also important to consider things such as: the selection and screening of members, the orientation process for new members, the process of coaching, training and developing members, the process around recognising the contribution of members.

One of the club's first points of contact for new members could be the local schools. A club should be able to make a strong case for developing links with the local school as there are many benefits to be gained by both the school and the club. In order to assist in the provision of additional sporting opportunities clubs are encouraged to make contact with their local schools. By making contact, the club can identify the gaps in school provision and also identify how the club and school can work together to complement the school sports programme and fill the gaps.

Recruitment Strategy (Template):

The purpose for this strategy is to increase the members at said Club in the areas of both junior and senior level. In doing so it is hoped that there will be a positive impact on other areas of the club e.g. more skilled and fit members, higher profile for the club which will help in securing sponsorship etc... and also more parent helpers which could be potential committee members.

Strategy for Junior Members:

<u>Action Plan</u>	<u>Proposed Outcome</u>
Assess current club programme to identify if there are any new trends/strategies that could be introduced.	<i>Ensure the club/group is delivering relevant programmes that will ensure a regular stream of new members.</i>
Create flyers to put up at relevant venues promoting junior part of the club.	<i>Make people aware of our junior program and how to contact us.</i>
Create information packs that can be sent out to people when they inquire about junior program.	<i>Give them all the necessary information about juniors and the opportunity to get involved (join the club) straight away.</i>
Target all local Primary Schools for possible new recruits by: 1) Putting a notice in the news letter 2) Putting up flyers around the school 3) Providing information packs for children to take home.	<i>Parents will inquire about our junior program for their children and then join.</i> <i>Form a lasting relationship with the schools so we can use them to promote our program in the future.</i>
Make sure we provide a quality junior program.	<i>Parents will hear about how good our program is and want to be part of it. It may also bring members from other clubs where the junior program is not as strong.</i>
Contact news papers and see if they will do an article on the junior program.	<i>Make people aware of our program and how to get involved.</i>
Regularly survey club members, including those that do not return from the previous season	<i>Identify what the members like about the club programmes, what needs to be changed. Investigate reasons for club member's non return.</i> <i>Identify what can be done to prevent further member loose.</i>



Strategy for Seniors Members:

<u>Action Plan</u>	<u>Proposed Outcome</u>
Assess current club programme to identify if are there any new trends/strategies that could be introduced.	<i>Ensure the club/group is delivering relevant programmes that will ensure a regular stream of new members.</i>
Create Flyers to put up at relevant venues promoting club	<i>Make people aware of our club and how to contact us</i>
Create information packs that can be sent out to people when they inquire about the club	<i>Give them all the necessary information about club and how to join</i>
Target all local Secondary Schools for possible new recruits by: 1) Contacting the head of P.E and targeting sports minded people 2) Putting a notice around the school 3) Giving them info packs to give out at school 4) Conducting presentations at lunch times within the School	<i>Students will inquire about the club and then join Will contribute to building a strong club Will start to build expectation for members to be actively involved in the club</i>
Make sure we provide regular quality training sessions.	<i>People will hear about how good our programme is and want to be part of it, moving from other clubs to do so. Will contribute to building a strong sports club. Stop members moving to other clubs. Will develop members into role models for junior members.</i>
Regularly survey club members, including those that do not return from the previous season	<i>Identify what the members like about the club programmes, what needs to be changed. Investigate reasons for club member's non return. Identify what can be done to prevent further member loose.</i>

How can clubs recruit coaches and officials?

A good starting point is the people who are involved with your club whether as players, past players, parents or friends. This is the best pool of potential coaches and officials you have because they are associated with the club in some way and they will appreciate how important it is for the club to be able to recruit coaches and officials each new season.

What is it that motivates people to take on these roles?

It helps to understand what motivates people to get involved as a coach or official as this will help in your recruitment strategy.

It might be one of the following reasons:

- They want to support a family member who is involved in the sport
- Their sport has given them so much over the years they want to put something back into the sport
- They have an interest or passion for sport
- To gain personal satisfaction
- They have a community minded spirit and enjoy helping others
- They are looking to do something worthwhile for the young people in the community
- An avenue to make friends, develop social contacts and have fun
- They want to keep fit and active



Your club might be trying to attract younger people to do some coaching or officiating. Have you thought that they might have different motives for getting involved? Younger people may see this as a means of earning some pocket money, a way of learning more about the sport or a means of improving their knowledge of rules for when they are playing.

Ways to recruit coaches and officials

- **Personal contact** – there is no doubting the power of the personal invitation. Seek out potential people from within the club who have the time and the interest in becoming involved. Generally these might be parents of juniors or senior players who want to put back something into the club.
- **Word of mouth** – if the club looks after and supports its current crop of coaches and officials these people then become the best advertisement for the club. Use these people to speak to others in the club and the community and encourage them to talk about the positive aspects of their role whenever they get a chance.
- **Vocational placement** – for many Polytech, University students or senior school students studying in the fields of sport and recreation, fitness, sports science or physical education there is often a requirement to do work experience/vocational placements in their specialist field with a sporting organisation. This is a great opportunity to satisfy their educational needs and your club's needs by making contact with these institutions and offering their students the chance to do a placement.
- **Career aspirations** – it is now possible to pursue a career in the coaching and officiating fields. Young people in particular within your club may want to consider this.
- **Press/media advertising** – the local papers or community radio and television can be avenue for recruiting, particularly for people who are not necessarily linked to your club but who are looking to get involved in these opportunities. They may be people who are new to the district, who have recently retired as players, or who are looking for a fresh start with another club.
- **Local publicity** – as most coaches and officials come from within the local community it might be worth considering the strategic placement of posters around community facilities such as schools, community centre's, recreation and swimming centre's and transport hubs.
- **Club requirements of players** – the club may want to consider implementing a scheme whereby all senior players are rostered to take on an officiating or coaching role within the junior grades throughout the season (eg. every senior player must umpire at least one junior game each season). Remember to support and recognise these coaches and officials as they may have less motivation when the club places this requirement on its players.
- **Recent retirees** – the ever increasing numbers of baby boomers now retiring present another pool of potential volunteers. These may be grandparents of junior players or past players. The club needs to contact these people to seek out their interest.
- **Community agencies** - there are a number of agencies such as Service Groups (Rotary, Lions), unemployment agencies, church groups who may be worth contacting to see if they have people looking to get involved for the reasons previously highlighted above. As there are great social benefits from coaching and officiating this may have some appeal for people within this environment.
- **Your regional sporting organisation** - one of their roles is the development of their sport. They are worth contacting to see how they might be able to assist with any recruitment strategies. They may also have a database of contacts who might have registered their interest in coaching or officiating roles with the Association but who would be more suitable at club level.
- **Referral/recruitment agencies** – often have databases of people who have expressed interest in volunteering and some of these may be interested in coaching or officiating roles – contact Gisborne Volunteer Centre.

Some good advice – Clubs need to work hard and be creative in the manner in which they recruit. It is not easy so don't sit back and think you will have new coaches and officials just rolling up. Your task is to go out and find them and then work hard to keep them.



Checklist for Recruitment and Retention of Coaches and Officials	Yes	TBC	No
Club plan needs to be developed to identify the club requirements for coaches and officials for the approaching season	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appoint a person responsible for the coordination of coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify the requirements of each team in regards coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Find out who is interested and available from last season, and existing club members (parents, players)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If additional numbers are still required, develop and implement a recruitment strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develop and write job descriptions for all club coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develop an induction handbook for new coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collect relevant data and personal details about the applicants including information on experience, accreditation, skills and availability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interview applicants to determine their suitability for the task and to inform them about the club	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Determine suitability of applicant by seeking referee checks and/or other working with children checks as specified by child protection legislation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Finalise selection and appointment of coaches and officials for the club for the season and advise successful applicants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a job description	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discuss various issues related to coaching/officiating philosophy, training and competition schedules, codes of conduct, club support, training and education needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct orientation sessions and give out induction handbook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appoint club mentors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify training and education needs of new coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Source training opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Invest in support resources for coaches and officials(magazines, websites, written resources, courses)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Invite senior coaches and officials to address new people	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monitor performance of coaches and officials – role of coaching/officiating coordinator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Look for opportunities to recognise and reward coaches and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recognise coaches and officials formally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Review and evaluate at end of season, including conducting end of season meetings and performance appraisals with each coach and official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct any necessary exit interviews for coaches or officials not continuing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Make necessary changes for next year as a result of appraisals, exit interviews and reviews	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coaching/officiating coordinator prepares report for management committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify next season's coaching and officiating needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



What is the Volunteer Appreciation Plan?

The Volunteer Appreciation Plan was developed to provide a co-ordinated approach toward appreciation and support of volunteer effort.

The volunteer base is the foundation on which most clubs are built. The unpaid work of all the people involved in community sport allows the base to be wide, deep and strong. Without their continued involvement in clubs, the future of sport in New Zealand will be under threat.

In order to maintain or increase the volunteer base it is important that all volunteers at all levels of sport are appreciated, thanked and supported in appropriate ways by the groups that benefit from volunteers work.

The Plan:

While the volunteers and their roles are many and varied, there are 3 common areas that can be focused on to appreciate and support the volunteers.

These are: Recognise, Resource, Respect

1. Recognise

- **Make a club policy that all teams have a way to thank team officials**
All clubs should have policy and procedures in place to ensure all teams thank their team officials.
- **"Volunteer of the Year" award as part of club prize giving**
A "Volunteer of the Year" award should be included as part of the club's prize giving. This award can go to any administration or team official. The winner could be the clubs nomination to Sport Gisborne Tairāwhiti's sports awards – Services to Sport, Coach or Official of the Year.
- **Thank you letter from Club Chairman/Captain to all volunteers and team officials in the club**
Letter from club Chairman/Captain to all volunteers and club administrators thanking them for their contribution.
- **All volunteers invited to a club thank you night. Possibly on a sponsors' thank you night**
Clubs should hold a "function" of some form to thank their volunteer base. This thank you could be incorporated into a sponsors thank you function.
- **"Volunteer of the Month"** Nominate a volunteer from your club each month for the Sport Gisborne Tairāwhiti Volunteer of the Month, not only could they win a Peppers voucher, all nominees go into the national Sportmaker monthly draw, supported by Lotto and Sport New Zealand. Each month two volunteers from our region win a \$500 voucher for sports equipment and apparel.

2. Resource

- **Team officials included in any clothing sponsorship**
Where possible clubs should endeavour to obtain clothing sponsorship that also covers team officials and the volunteer base of the club.
- **Organisations have a stated policy as to reimbursement of personal expenses incurred by volunteers on behalf of the organisation**
Team officials and volunteers should not be "out of pocket" for items of spending incurred on club business. A policy and procedures for expense reimbursement should be formulated.
- **Training and up-skilling promoted and teachers encouraged to in-service type courses**
Clubs should actively promote and provide opportunities for up-skilling and training for coaches.
- **Training equipment readily provided**
Clubs should have, readily accessible and in good working condition, all the necessary equipment for training.



3. Respect

- **Ease the administration load for team officials**
Clubs should ensure that policies and procedures are in place that makes the administrative load on volunteers as easy as possible.
- **Workload is divided into small lots. Roles and responsibilities are clearly defined and documented**
Clubs and Schools should have clearly defined roles and responsibilities for volunteers. These should be documented for the volunteers to know what is expected from them, a Club Manual would assist in this. Small volumes of work for many, is better than large volumes for a few.
- **"Volunteer succession" plan in place**
Your club/group should develop a volunteer succession plan so that no volunteers feel that they are forced to keep the role for life. Such planning helps ensure new blood flows in.
- **Formal support plan is in place**
Volunteers need to know who to turn to for help and support. This should be formalised by clubs.

CODES OF CONDUCT

What exactly is a code of conduct? - A code of conduct is basically a set of standards describing the behavior the club expects of a club member.

Why do we have one? - Not all desirable behavior is governed by relevant laws, regulations and internal policies and therefore it is important for all our members and stakeholders to understand exactly what we stand for and how we expect members to conduct themselves.

Check with your National Sports Organisation to see whether they have established codes of conduct that are relevant to your sport. Alternatively, below are some examples of codes of conduct clubs could use and cover a number of different ways people are involved with clubs. You may want to tailor these Codes of Conduct to create one that's specific for your volunteers.

Administrators:

I will:

- create pathways for club members to participate not just as players but also as coaches, referees, administrators etc
- ensure that rules, equipment, length of games and training schedules are modified to suit the age, ability and maturity level of players
- ensure quality supervision and coaching for players
- remember that players participate for their enjoyment and benefit
- help coaches and officials highlight appropriate behaviour and skill development, and help to improve the standards of coaching and officiating
- ensure that everyone involved in sport emphasises fair play
- distribute a code of conduct to players, coaches, officials and parents and encourage them to follow it
- respect the rights, dignity and worth of all people involved in the game, regardless of their gender, ability or cultural background



- promote adherence to anti-doping policies.

I will not:

- arrive at the venue intoxicated or drink alcohol unless in a designated drinking area
- allow the unlawful supply of alcohol at training, games or club functions
- use bad language, nor will I harass players, coaches, officials or spectators.

Coaches:

I will:

- remember that players participate for enjoyment and winning is only part of the fun
- never ridicule or yell at players for making a mistake or not winning
- be reasonable in my demands on players' time, energy and enthusiasm
- operate within the rules and spirit of the game and teach my players to do the same
- ensure that the time players spend with me is a positive experience. All players are deserving of equal attention and opportunities
- avoid overplaying the talented players and understand that the average players need and deserve equal time
- ensure that equipment and facilities meet safety standards and are appropriate to the age and ability of all players
- display control, respect and professionalism to all involved with the sport including opponents, referees, coaches, officials, administrators, the media, parents and spectators. I will encourage my players to do the same.
- show concern and caution toward sick and injured players and follow the advice of a physician when determining whether an injured player is ready to recommence training or competition
- obtain appropriate qualifications and keep up to date with the latest coaching practices and the principles of growth and development of young players
- respect the rights, dignity and worth of all people involved in the game, regardless of their gender, ability or cultural background
- promote adherence to anti-doping policies.

I will not:

- arrive at the venue intoxicated or drink alcohol unless in a designated drinking area
- allow the unlawful supply of alcohol at training, games or club functions.
- use bad language nor will I harass players, officials, spectators or other coaches

Officials:

I will:

- place the safety and welfare of players above all else
- show concern and caution towards sick and injured players
- be impartial, consistent, objective and courteous when making decisions
- accept responsibility for my actions and decisions
- condemn unsporting behaviour and promote respect for the individuality of players
- avoid any situations which may lead to or be construed as a conflict of interest
- be a positive role model in behaviour and personal appearance and ensure my comments are positive and



supportive

- be a good sport as I understand that actions speak louder than words
- always respect, remain loyal to and support other officials
- keep up to date with the latest 'Laws of the Game', trends and principles of their application
- refrain from any form of personal abuse towards players or other officials
- respect the rights, dignity and worth of all people involved in the game, regardless of their gender, ability or cultural background.

I will not:

- arrive at the venue intoxicated or drink alcohol unless in a designated drinking area
- allow the unlawful supply of alcohol at training, games or club functions.
- use bad language nor will I harass players, officials, spectators or other coaches

Parents:

I will:

- encourage my child to play within the rules and respect officials' and coaches' decisions
- teach my child to respect the efforts of their opponents
- remember that children learn best by example so I will applaud good plays/performances by both my child's team and their opponents
- give positive comments that motivate and encourage continued effort
- support my child's efforts and performance
- thank the coaches, officials and other volunteers who give their time to conduct the event for my child
- help when asked by a coach or official
- respect the rights, dignity and worth of all people involved in the game, regardless of their gender, ability or cultural background.

I will not:

- pressure my child in any way – I know that this is their game not mine
- I will not arrive at the venue intoxicated or drink alcohol unless in a designated drinking area
- allow the unlawful supply of alcohol at training, games or club functions.
- use bad language, nor will I harass players, coaches, officials or other spectators
- criticise or ridicule my child's performance after the game.



Athlete Codes of Conduct: (Template)

Name:

Address:

Contact Numbers:

Home: Mob:

Parents/Guardians names and phone #

Emergency Contact (if over 18):

Date of Birth:

Medical/Food Allergies – please detail type and remedy required

This information will be held by the Team Manager for a period of 12 months, covering the current competition season. The information held here may be examined and corrected at any time by the competitor.

Code of Conduct:

1. The competitor must abide by all directions given by the coaching and management team.
2. Each competitor is responsible for the care of the Club equipment that is lent to them for training and competing purposes. This is a privilege and not a right. Any damage must be immediately brought to the attention of the Management team.
3. The competitor will behave in a manner that will not bring the Club or its sponsors into disrepute. For example, bad language, poor sportsmanship and disrespect toward officials will not be tolerated
4. The Competitor must respect the property of others; no person's property may be taken without that person's permission.
5. No competitor may enter the room of another competitor after the established curfew (to be determined individually at each "away" event)
6. No alcohol may be consumed during any carnival/competition or "away" event by competitors under the age of 18
7. No illegal substances are to be taken by any competitor



The **Club Accommodation Policy**, as set out by the *Board* is listed below:

The following is the Club Policy for anyone competing and / or using accommodation organised by the club.

- 1 - Only members that are competing at the carnival be provided with accommodation by the club (family members can be included in accommodation, parents welcomed / encouraged to travel with team).
- 2 - No member under the age of 18 years shall be permitted to consume alcohol while away with the club. This will mean from the time they leave their home to the time they return.
- 3 - Members over the age of 18 are to abide to the club code of conduct in regard to consuming alcohol. They are asked to remember when away, they are there to compete (race in competition) and act as role models and ambassadors for the club.
- 4 - Failure to abide by these rules will mean the individual or group will not compete for the club for a period decided by the Judicial Committee.

The clubs reasoning behind this policy is as follows:

- 1 - Will protect the club from bad publicity which could jeopardise potential or current sponsors.
- 2 - Will reassure parents that steps have been put in place to keep members safe.
- 3 - Promote good discipline within the club.
- 4 - Give serious competitive members the best chance to perform to the best of their ability.
- 5 - Promote the club as a serious sports club and therefore encourage other serious sport competitors to come to our club.
- 6 - Will protect club members / contractors.

Thank you in advance for your cooperation, Club Committee

All competitors must agree to abide by above **Code of Conduct** and **Competition and Accommodation Policy**. These rules are put in place to ensure the safety and security of all competitors and management and to maintain the integrity of the Club.

Failure to obey these rules will result in disciplinary measures as decided by the Management team. These will range from censure to being sent home at the competitors expense. Continuing or extreme disciplinary problems will be referred to the Judicial Committee. Any dispute will be heard by the Management team in the first instance then by the Judicial Committee.

The competitor must sign to show that they have read and understood the **Code of Conduct** and the **Accommodation Policy**. Competitors under the age of 18 must also have a parent or guardian sign to acknowledge that they have discussed these with the competitor.

I agree to abide by the Code of Conduct and Competition and Accommodation Policy. I confirm I have read and understood these requirements.

Signed..... Parent/Guardian

Date:



13 Steps to Being a Winning Parent

INTRODUCTION:

If you want your child to come out of his youth sports experience a winner (feeling good about himself and having a healthy attitude towards sports), then he needs your help! You are a vital and important part of the coach-athlete-parent team. If you do your job correctly and play your position well, then your child will learn the sport faster, perform better, really have fun and have his self-esteem enhanced as a result. His sport experience will serve as a positive model for him to follow as he approaches other challenges and obstacles throughout life. If you "drop the ball" or run the wrong way with it, your child will stop learning, experience performance difficulties and blocks, and begin to really hate the sport. And that's the good news! Further, your relationship with him will probably suffer significantly. As a result, he will come out of this experience burdened with feelings of failure, inadequacy and low self-esteem, feelings that will generalize to other areas in his life. Your child and his coach need you on the team. They can't win without you! The following are a list of useful facts, guidelines and strategies for you to use to make you more skilled in the youth sport game. Remember, no wins unless everyone wins. We need you on the team!

STEP 1:

THE CHALLENGE OF SPORT AND COMPETITION

When defined the right way, competition in youth sports is both good and healthy and teaches children a variety of important life skills. The word "compete" comes from the Latin words "com" and "petere" which mean together and seeking respectively. The true definition of competition is a seeking together where your opponent is your partner, not the enemy! The better he performs, the more chance you have of having a peak performance. Sport is about learning to deal with challenges and obstacles. Without a worthy opponent, without any challenges sport is not so much fun. The more the challenge the better the opportunity you have to go beyond your limits. World records are consistently broken and set at the Olympics because the best athletes in the world are "seeking together", challenging each other to enhanced performance. Your child should never be taught to view his opponent as the "bad guy", the enemy or someone to be hated and "destroyed".

STEP 2:

ENCOURAGE YOUR CHILD TO COMPETE AGAINST HIMSELF

The ultimate goal of the sport experience is to challenge oneself and continually improve. Unfortunately, judging improvement by winning and losing is both an unfair and inaccurate measure. Winning in sports is about doing the best you can do, separate from the outcome or the play of your opponent. Children should be encouraged to compete against their own potential. When your child has this focus and plays to better himself instead of beating someone else, he will be more relaxed, have more fun and therefore perform better.

STEP 3:

DO NOT DEFINE SUCCESS AND FAILURE IN TERMS OF WINNING AND LOSING A corollary to TWO, one of the main purposes of the youth sports experience is skill acquisition and mastery. When a child performs to his potential and loses it is criminal to focus on the outcome and become critical. If a child plays his very best and loses, you need to help him feel like a winner! Similarly, when a child or team performs far below their potential but wins, this is not cause to feel like a winner. Help your child make this important separation between success and failure and winning and losing. Remember, if you define success and failure in terms of winning and losing, you're playing a losing game with your child!



STEP 4:

BE SUPPORTIVE, DO NOT COACH!

Your role on the parent-coach-athlete team is as a Support player with a capital S! You need to be your child's best fan. Leave the coaching and instruction to the coach. Provide encouragement, support, empathy, transportation, money, help with fund-raisers, etc., but... do not coach! Most parents that get into trouble with their children do so because they forget to remember the important position that they play. Coaching interferes with your role as supporter and fan. The last thing your child needs and wants to hear from you after a disappointing performance or loss is what they did technically or strategically wrong. Keep your role as a parent on the team separate from that as coach, and, if by necessity you actually get stuck in the almost no-win position of having to coach your child, try to maintain this separation of roles (i.e. on the deck, field or court say, "Now I'm talking to you as a coach", at home say, "Now I'm talking to you as a parent"). Don't parent when you coach and don't coach at home when you're supposed to be parenting.

STEP 5:

HELP MAKE THE SPORT FUN FOR YOUR CHILD

It's a time proven principle of peak performance that the more fun an athlete is having, the more they will learn and the better they will perform. Fun must be present for peak performance to happen at every level of sports from youth to world class competitor! When a child stops having fun and begins to dread practice or competition, it's time for you as a parent to become concerned! When the sport or game becomes too serious, athletes have a tendency to burn out and become susceptible to repetitive performance problems. An easy rule of thumb: If your child is not enjoying what they are doing, nor loving the heck out of it, investigate! What is going on that's preventing them from having fun? Is it the coaching? The pressure? Is it you?! Keep in mind that being in a highly competitive program does not mean that there is no room for fun.

STEP 6:

WHOSE GOAL IS IT?

Number FIVE leads us to a very important question! Why is your child participating in the sport? Are they doing it because they want to, for THEM, or because of YOU? When they have problems in their sport, do you talk about them as "OUR" problems, i.e., "our jump isn't high enough", "we're having trouble with our flip turn", etc. Are they playing because they don't want to disappoint you, because they know how important the sport is to YOU? Are they playing for rewards and "bonuses" that YOU give out? Are their goals and aspirations YOURS or THEIRS? How invested are YOU in their success and failure? If they are competing to please you or for your vicarious glory, then they are in it for the wrong reasons! Further, if they stay involved for you, ultimately everyone will lose. It is quite normal and healthy to want your child to excel and be as successful as possible. But, you cannot make this happen by pressuring them with your expectations or by using guilt or bribery to keep them involved. If they have their own reasons and own goals for participating, they will be far more motivated to excel and therefore far more successful.

STEP 7:

YOUR CHILD IS NOT HIS PERFORMANCE - LOVE HIM UNCONDITIONALLY

Do not equate your child's self-worth and lovability with his performance. The most tragic and damaging mistake parents continually make is punishing a child for a bad performance by withdrawing emotionally from them. A child loses a race, strikes out or misses an easy shot on goal and the parent responds with disgust, anger and withdrawal of love and approval.

CAUTION: Only use this strategy if you want to damage your child emotionally and ruin your relationship with them.

True story - In the 1988 Olympics, when Greg Louganis needed and got a perfect 10 on his last dive to overtake the Chinese diver for the gold medal, his last thought before he went was, "If I don't make it, my mother will still love me".



STEP 8:

REMEMBER THE IMPORTANCE OF SELF-ESTEEM IN ALL OF YOUR INTERACTIONS WITH YOUR CHILD-ATHLETE

Athletes of all ages and levels perform in direct relationship to how they feel about themselves. When your child is in an athletic environment that boosts his self-esteem, he will learn faster, enjoy himself more and perform better under competitive pressure. One thing we all want as children and never stop wanting is to be loved and accepted, and to have our parents feel good about what we do. This is how self-esteem gets established. When your interactions with your child make him feel good about himself, he will, in turn, learn to treat himself this very same way. This does not mean that you have to incongruently compliment your child for a great effort after they have just performed miserably. In this situation being empathic and sensitive to his feelings is what's called for. Self esteem makes the world go round. Make your child feel good about themselves and you've given him a gift that lasts a lifetime. Do not interact with your child in a way that assaults his self-esteem by degrading, embarrassing or humiliating him. If you continually put your child down or minimize his accomplishments not only will he learn to do this to himself throughout his life, but they will also repeat your mistake!

STEP 9:

GIVE YOUR CHILD THE GIFT OF FAILURE

If you really want your child to be as happy and as successful as possible in everything that he does, then teach him how to fail! The most successful people in and out of sports do two things differently than everyone else. First, they are more willing to take risks and therefore fail more frequently. Second, they use their failures in a positive way as a source of motivation and feedback to improve. Our society is generally negative and teaches us that failure is bad, a cause for humiliation and embarrassment, and something to be avoided at all costs. Fear of failure or humiliation causes one to be tentative and non-active. In fact, most performance blocks and poor performances are a direct result of the athlete being preoccupied with failing or messing up. You can't learn to walk without falling ENOUGH times. Each time that you fall, your body gets valuable information on how to do it better. You can't be successful or have peak performances if you are concerned with losing or failing. Teach your child how to view setbacks, mistakes and risk-taking positively and you'll have given him the key to a lifetime of success. Failure can be the perfect stepping stone to success.

STEP 10:

Many parents directly or indirectly use guilt and threats as a way to "motivate" their child to perform better. Performance studies clearly indicate that while threats may provide short term results, the long term costs in terms of psychological health and performance are devastating. Using fear as a motivator is probably one of the worst dynamics you could set up with your child. Threats take the fun out of performance and directly lead to your child performing terribly. Implicit in a threat, (do this or else!) is your own anxiety that YOU do not believe the child is capable. Communicating this lack of belief, even indirectly is further devastating to the child's performance.

STEP 11:

When athletes choke under pressure and perform far below their potential, a very common cause of this is a focus on the outcome of the performance (i.e., win/lose, instead of the process). In any peak performance, the athlete is totally oblivious to the outcome and instead is completely absorbed in the here and now of the actual performance. An outcome focus will almost always distract and tighten up the athlete insuring a bad performance. Furthermore focusing on the outcome, which is completely out of the athlete's control will raise his anxiety to a performance inhibiting level. So if you truly want your child to win, help get his focus away from how important the contest is and have them focus on the task at hand. Supportive parents de-emphasize winning and instead stress learning the skills and playing the game.



STEP 12:

AVOID COMPARISONS AND RESPECT DEVELOPMENTAL DIFFERENCES - Supportive parents do not use other athletes that their child competes against to compare and thus evaluate their child's progress. Comparisons are useless, inaccurate and destructive. Each child matures differently and the process of comparison ignores significant distorting effects of developmental differences. For example, two 12 year old boys may only have their age in common! One may physically have the build and perform like a 16 year old while the other, a late developer, may have the physical size and attribute of a 9 year old. Performance comparisons can prematurely turn off otherwise talented athletes on their sport. The only value of comparisons is in teaching. If one child demonstrates proper technique, that child can be used comparatively as a model only! For your child to do their very best he needs to learn to stay within themselves. Worrying about how another athlete is doing interferes with them doing this.

STEP 13:

TEACH YOUR CHILD TO HAVE A PERSPECTIVE ON THE SPORTS EXPERIENCE - The sport media in this country would like you to believe that sports and winning/losing is larger than life. The fact that it is just a game frequently gets lost in translation. This lack of perspective frequently trickles down to the youth sport level and young athletes often come away from competition with a distorted view of themselves and how they performed. Parents need to help their children develop realistic expectations about themselves, their abilities and how they played, without robbing the child of his dreams. Swimming a lifetime best time and coming in dead last is a cause for celebration, not depression. Similarly, losing the conference championships does not mean that the sun will not rise tomorrow.

Coach Agreements

Why do you need a written agreement for coaches?

A written document is a great way to recording the various matters you have agreed to with the person taking on the role of a volunteer coach. Coaches will be better informed of their responsibilities and what the sport will provide for them. There are many reasons why organisations should ensure volunteer coaches have a written agreement. Some of these are listed below:

1 - Certainty is the most obvious reason.

Information should be clear about the many matters which coaches need to know about for your sport. These include how long the appointment is for; what benefits a coach is entitled to receive, who they are accountable to; who they are responsible for. If they are not recorded in some way differences can arise over what was expected and what was in fact provided or happened.

2 - It shows mutual commitment to each other.

Coaches are giving up your free time to train, coach and select the sport's athletes. The sport should recognise that commitment, and not abuse it. By having the length and nature of the commitment recorded, you are both clear about the future. Similarly coaches will want to ratify their commitment to the position and understand all that it entails. You should ensure it is recorded so that if the commitment is broken by them you have a reasonable period of time to replace them, for example, requiring them to give a certain period of notice.

3 - Recognition of their voluntary time.

Often it is the only place where it can be expressed. This can be shown by many things such as invitations to dinners and awards, reimbursement of expenses, supply of clothing and sponsors apparel, use of a computer, provision of a mobile phone, entitlement to retain frequent flyer points, and perhaps an honorarium. You should ensure that if these things are provided, they are recorded so that neither party can later renege on the deal reached.



4 - Tax implications of any benefits coaches receive need to be carefully considered.

Just because they don't receive a salary or wages for their role as coach, doesn't mean they escape paying tax on the benefits they receive. They may be liable to pay fringe benefit tax on certain benefits or to pay withholding tax on their honorarium. Repackaging the deal may enable you to minimise the tax obligations but in any event you should seek advice as to the tax implications of any benefits they may receive. The introduction of GST also means your sporting organisation may have to pay GST on the value of their services.

5 - Change in Personnel

Is another reason for recording an agreement with a coach. If the President of your Club or administrator who appointed them changes during their term, it makes it easier to inform the incoming person of the arrangement if it is recorded.

6 - Roles and Responsibilities

Of a coach should be clear and an agreement is a good place to record them. Things like: Who do they report to (the Club as a whole, the Committee, the President, the Coaching Committee)? What athletes/teams they are responsible for? What other coaches are they responsible for? Also the level of their authority should be clear. For example can they charge equipment needed for training to the club? If so, to what level? Do they need to submit a budget for their expenses?

7 - Risk Management

Is one of those words you hear often. But a coach has a duty of care to the athletes they coach to ensure they are not injured or harmed. If they are coaching young athletes that duty is even higher. While an agreement with the organisation won't stop injuries or remove that duty of care, the issue of who is responsible can be clearly determined in an agreement to minimise your liability. For example, are the coach or the club, or the grounds caretaker responsible for ensuring the safety of the equipment used in the game, be it goal posts, hurdles, ball machines etc?

8 - Policies and Codes of Ethics

Are increasingly being produced by sports for coaches to sign. If a sport has policies and procedures which coaches are bound by, then make sure they have read them. Policies like anti-doping, anti-harassment, pregnancy and infectious diseases policies are matters which could have legal obligations. By requiring the organisation to list the policies which apply to coaches in the agreement, and then supplying each coach with them, things will be clear about what those obligations are.

Employment Contracts

*Following are **guidelines** when considering employing staff/contractors...Sport Gisborne Tairāwhiti recommend that you seek legal advice to ensure both you and your employees are protected correctly.*

Good employment relationships begin with a good recruitment process that ensures everyone has clear expectations about the role, working conditions and employment rights.

A clearly written employment agreement can help reduce the risk of misunderstandings.

Every employee must have a written employment agreement. This can be either an individual agreement or a collective agreement. Collective employment agreements are negotiated in good faith between an employer and a registered union on behalf of their members. Employers must not unduly influence employees to join or not join a union.

From 1 July 2011, employers are required to retain a signed copy of the employment agreement or the current signed terms and conditions of employment. The employer must retain the "intended agreement" even if the employee has not signed it. Employees are entitled to a copy on request.



There are some provisions that must be included in employment agreements by law and there are also a number of minimum conditions that must be met regardless of whether they are included in agreements. Employment law also provides a framework for negotiating additional entitlements.

What is the difference between a self-employed contractor and an employee?

Employees and contractors have different rights and obligations under the employment legislation. Below are some examples of the differences.

You are in business in your own right (self-employed contractor) if you:	You may be an employee if you:
advertise your expert services and skills	have a common understanding (intention) with your employer that you are an employee.
intend to be self-employed and structure your earnings through a business	have a 'boss' who directs when, where and how you do your work
control what jobs you do, when and how you do them	apply for jobs advertised rather than advertise your own services
take responsibility for paying your own tax and ACC levies	have an employer taking responsibility for your health and safety in a workplace
take responsibility for your own health and safety in the workplace	have your tools and safety gear provided
take responsibility for the health and safety for others in the workplaces you work in	do not have to provide your own transport to travel in the job
own, maintain, repair and replace your own tools, equipment, vehicles and safety gear	face discipline if you are late for work or do not carry out work required
structure your earnings through an accountant or a company	have limited control on increasing your income by changing the work you do.



You are in business in your own right (self-employed contractor) if you:

You may be an employee if you:

employ staff or sub contract the jobs you have to do to other people

have a written employment agreement

can increase your income by changing the jobs you do.

have paid annual leave, sick leave, and bereavement leave entitlements

have a contract for service with a principal, rather than an employment agreement

do not receive paid annual leave, sick leave, and bereavement leave entitlements

What are my rights as a fixed-term employee?

If an employer has a genuine reason based on reasonable grounds to offer a fixed term, this should be explained at the start and put in the written agreement. The employment agreement must set out how the employment will end and why.

For example, a job may be for a certain time (e.g. for six months) or until something happens (e.g. when the project ends) or until work is completed. Such workers have the same rights as other employees, except that their jobs will finish at the end of the fixed-term.

What are my rights as a casual or part-time employee?

The rights of full-time employees apply equally to part-time employees. These rights also apply to casual employees, but the way in which annual holidays, sick and bereavement leave are applied can vary for these employees.

What laws apply to me as an employee or a self-employed contractor?

If a person is an employee, then he or she will have employee rights under the Employment Relations Act and other employment laws. If a person is a self-employed contractor, then he or she will not be covered by the Employment Relations Act or some of the other employment laws, such as the Holidays Act 2003. The general civil law determines most of the rights and obligations of self-employed contractors.

The law relating to health and safety applies to both employees and self-employed contractors, although the expectations in each case are different.

See below an example of an Individual Employment Agreement and Independent Contractor Agreement:

EMPLO25: Individual Employment Agreement



E. Matters to be considered in completing document

- a. This is an individual employment agreement where there is no collective agreement in place, and where the individual does not belong to a union.
- b. The employer must retain a signed copy of the employee's individual employment agreement (section 64 of the Employment Relations Act 2000 ("ERA")).
- c. An individual employment agreement must be in writing and include the following provisions as prescribed by section 65 (2) (a) of the ERA:
 - i. The names of the employer and the employee.
 - ii. A description of the work to be performed.
 - iii. Where the employee is to perform the work. In this agreement the description of the place of work is left wide to ensure that if the employer moves premises the agreement will not be breached.
 - iv. The hours and days, or another indication of when the employee is to perform the work.
 - v. The salary or wages of the employee.
 - vi. A plain language explanation of the services available for the resolution of employment relationship problems, including a reference to the period of 90 days within which a personal grievance must be raised.
- d. An individual employment agreement must also contain a provision that confirms the right of the employee to be paid at least the portion of the employee's relevant daily pay plus half that rate again for work on a public holiday (section 52 (2) of the holidays Act 2003).
- e. An individual employment agreement must not only contain anything contrary to the law or inconsistent with the ERA.
- f. The employee must be advised that they are entitled to seek independent advice about the agreement and the employee is entitled to a reasonable opportunity to seek that advice. An employer that fails to take these steps is liable for a penalty of up to \$10,000 for an individual or \$20,000 for a company or incorporated body.
- g. An apprenticeship training agreement must be treated for all purposes as part of the employment agreement between the employer and employee concerned.
- h. Every employment agreement entered into after commencement of the Employment Relations Amendment Act (No 2) 2004 must contain an employee protection provision dealing with possible restructuring of the employer's business (except the employment agreements of employees listed in the Specified Categories of employees – see Part 6A Subpart 1 of the ERA). See Subpart 3 in relation to other employees and in particular 69OI (1) (b) which states that an employee protection provision must include:
 - a. a process that the employer must follow in negotiating with a new employer about the restructuring to the extent that it relates to affected employees; and



- b. the matters relating to the affected employee's employment that the employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions of employment; and
- c. the process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer.

The employment protection provision in this document is a minimum. It should be amended for individual circumstances with regards to what process is to be followed and other entitlements provided or intended to be provided.

- i. The trail period clause can be used for employees and employers who meet the criteria under section 67A and 67B of the ERA. Ensure that the employee has not been previously employed by the employer and that the employee signed the employment agreement before commencing employment.

F. Other precedent references

G. Background materials

H. Variables

- 1. name of employer
- 2. name of employee
- 3. date at commencement of Agreement
- 4. location of employer's premises
- 5. Hours and days of work
- 6. period of meal break, which must be at least 30 minutes

Choice 7 (A) employee is paid an hourly rate

Choice 7 (B) employee is paid an annual salary

- 8. rate of pay for hourly wages
- 9. Amount of annual salary
- 10. (a) weekly (b) fortnightly (c) monthly

Option 11 – Probationary Period

- 12. Date employment is to start
- 13. length of probationary period

Option 14 – Trial period

- 15. length of notice of trial period



16. termination notice period
17. redundancy notice period

Option 18 – restraint of trade⁴

19. non-solicitation period
20. insert job description, and list of duties of employee

This agreement records

1. Position

- 1.1 Your position, duties, and the manager to whom you report are set out in Schedule 1 to this Agreement.
- 1.2 Your reporting line and duties may be amended by us from time to time.
- 1.3 In addition you agree to carry out any other duty reasonably required by us and to assist all other employees as necessary in any part of our business.
- 1.4 You agree to undertake all duties diligently and faithfully to the best of your ability.

2. Term

- 2.1 This agreement commences on **3. Date at commencement of agreement** and will continue in force until it is terminated in accordance with this Agreement.
- 2.2 This Agreement is also subject to you remaining lawfully entitled to work in New Zealand.

3. Location

3. Location

- 3.1 Your place of work will be at **4. Location of employer's premises**.
- 3.2 You will also work at other locations as required by us on a temporary or permanent basis.

4. Days and hours of work

- 4.1 Your usual hours and days of work are **5. Hours and days of work**.
- 4.2 The parties expressly acknowledge and accept that these days and hours may vary and you recognise our right to vary those days and hours and require you to work outside them from time to time.

5. Meal breaks

- 5.1 You are entitled to the following rest and meal breaks, to be taken at times convenient to us:
 - a. one paid 10 minute rest break if your work period is between 2 and 4 hours;



- b. one paid 10 minute rest break and one unpaid *6. *Period of meal break, which must be at least 30 minutes** meal break if your work period is between 6 and 8 hours;
- c. two paid 10 minute rest breaks and one unpaid *6. *Period of meal break, which must be at least 30 minutes** meal break if your work period is between 6-8 hours.

5.2 Where you work for more than 8 hours, you are entitled to the above breaks up until that eighth hour and then additional break entitlements as if a new work period had commenced at the end of the eighth hour.

6. Payment

Choice 7 (A) employee is paid an hourly rate

6.1 We will pay you an hourly rate of \$*8. Rate of pay for hourly wages*, which will be your ordinary rate of pay.

Choice 7 (B) employee is paid an annual salary

6.2 We will pay you an annual salary of \$*9. *Amount of annual salary**, which will be your ordinary rate of pay and which is full payment for all time worked.

6.3 Payment will be made *10. (a) weekly (b) fortnightly (c) monthly *in arrears by direct credit into your nominated bank account.

6.4 We will be entitled to deduct from your pay all PAYE and other deductions required by law.

6.5 You now give written consent pursuant to section 5 of the Wages Protection Act 1983 to us to deduct from any pay, holiday pay or other money owing to you any sum which may be owing from us to you.

Option 11 – probationary period

7 Probationary period

7.1 Your employment with us starts on *12. Date employment is to start* and is for a probationary period of *13. *length of probationary**, which may be extended at our discretion. During the probationary period both parties will assess your suitability for the position.

7.2 During this probationary period (or any extension) we will give regular feedback to you as to how we view your suitability and performance. That feedback will include an indication as to whether or not you are reaching the required standard.

7.3 If at the end of the probationary period (or any extension) we are not satisfied that you are suitable for the position, this agreement may then be terminated by us giving you 2 weeks' notice.

Option 14 – trial period

8. Trial period

8.1 You are initially employed on a trial period for 90 days.



8.2 During this trial period, or at its end, we may dismiss you by giving you *15. *length of notice of trial period** notice (or payment in lieu of notice), in which case you are not entitled to raise a personal grievance or bring other legal proceedings in respect of a dismissal.

9. Performance and payment review

9.1 We will review your performance and remuneration annually.

9.2 We may also review your performance at any other times we consider appropriate.

10. Holidays Act 2003

10.1 All annual and public holiday, sick and bereavement leave entitlements are administered in accordance with the Holidays Act 2003. The entitlements within this Agreement are inclusive of, and not in addition to, the entitlements in the holidays act 2003.

10.2 For further information regarding your holiday entitlements you can contact the Ministry of Business, Innovation, and Employment by telephoning 0800 20 90 20 or go to <http://www.dol.govt.nz>.

11. Public holidays

11.1 the following days will be observed as public holidays:

- a. Christmas Day (25 December)
- b. Boxing Day (26 December)
- c. New Year's Day (1 January)
- d. Day after New Year's Day (2 January)
- e. Waitangi Day (6 February)
- f. Good Friday (varies);
- g. Easter Monday (varies);
- h. ANZC Day (25 April)
- i. Queen's Birthday (1st Monday in June)
- j. Labour Day (4th Monday in October)
- k. Day usually celebrated as Anniversary Day of Province (varies).

11.2 We may require you to observe a Public Holiday on another working day.

11.3 You may be required and authorized to work on a public holiday. You will be specifically advised in advance if you are required to work on that day.



- 11.4 If you are required and authorized to work on a public holiday, you will be paid at the rate of one and a half times your relevant daily pay for the time actually worked on the public holiday. You will also be entitled to a paid alternative holiday, where you work on a public holiday falling on a day that you would usually work.
- 11.5. The alternative holiday may be taken by arrangement between us, or if 12 months have passed since your entitlement to an alternative holiday has arisen and the alternative holiday has not been taken, we may give you 14 days notice of the date on which you are to take the alternative holiday.
- 11.6 If you are on call on a public holiday which would otherwise be a working day for you, and you are not called in, you are entitled to an alternative holiday if for all practical purposes you have not had a whole holiday.

12. Annual holidays

- 12.1 You are entitled to 4 week's annual leave per year after each 12 months of continuous employment with us.
- 12.2 Annual leave accrues proportionately throughout each year.
- 12.3 Annual leave is to be taken by agreement with us, or at our direction with 14 days' notice (including during a close down period).
- 12.4 You must apply in writing for annual leave no less than 14 days before you want to take annual leave.
- 12.5 Annual leave must be taken in the year following it falling due.

13. Sick leave

- 13.1 After 6 months continuous employment you will be entitled to 5 days' sick leave in each subsequent year of service. Unused sick leave may be accumulated up to maximum entitlement of 20 days in any one year.
- 13.2 Sick leave may be taken when you or your spouse, partner or a person who depends on you for care is sick or injured.
- 13.3 You must personally notify us by telephone as soon as possible before your usual start time if sick leave is to be taken. If that is not practical, you must personally notify us by telephone as soon as possible after that time.
- 13.4 We may require you to provide proof (which may include a medical certificate) before paying for sick leave. If the sickness or injury is:
- a. for less than 3 days, we will meet the cost of any medical certificate required to prove sickness or injury;
 - b. for 3 or more days, you will meet the cost of any medical certificate to prove sickness or injury.
- 13.5 Additionally, you may be required to produce a medical certificate for any unpaid sick leave in excess of the sick leave entitlement.

14. Bereavement leave

- 14.1 After 6 months' continuous employment you will be entitled to bereavement leave.
- 14.2 You may take up to 3 days' bereavement leave on the death of your spouse or partner (including your de facto partner), parent, child, brother, sister, grandparent, grandchild or spouse or partner's parent. You may take one



day's bereavement leave on the death of any other person, if, having regards to the factors in the Holidays Act 2003, we accept that you have suffered a bereavement.

- 14.3 You must personally notify us by telephone as soon as possible before your usual start time if bereavement leave is to be taken. If that is not practical, you must personally notify us by telephone as soon as possible after that time.

15. Parental leave

- 15.1 You will be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

16. Suspension

- 16.1 We may suspend you from the workplace or from all or part of your usual duties and responsibilities to enable us to investigate any workplace matter or for health and safety reasons.

- 16.2 Before any suspension is implemented you will be given a reasonable opportunity to comment on the proposed suspension.

17. Termination

- 17.1 Either party may terminate this Agreement by giving no more and no less than *16. Termination notice period* notice in writing. During the period of notice we may:

- a. direct you to undertake such duties, directly or indirectly related to your position, as we think fit;
- b. direct you not to report for work; or
- c. terminate your employment earlier than the expiry of the period of notice by making a payment in lieu of your remuneration for the unexpired period.

- 17.2 If you do not work out the notice period when we have asked you to, you will not be paid for that part of the notice period not worked, and we will be entitled to deduct the balance of any un-worked notice from any money owed to you or to otherwise recover the sum.

18. Incapacity and abandonment of employment

- 18.1 We may terminate your employment on notice if you become incapable of the proper ongoing performance of this position as a result of physical or mental illness or injury.

- 18.2 Where you are absent from work for a continuous period exceeding 3 days on which you would normally be at work, without notification to us or without having just cause, we may deem you to have terminated this Agreement.

19. Summary dismissal

- 19.1 We may terminate your employment without notice in the event of serious misconduct which includes, but is not limited to:



- a. dishonesty in any way affecting your employment; or
- b. disclosure of any confidential information; or
- c. any serious or significant breach of the implied duty of fidelity; or
- d. breach of this Agreement

20. Redundancy

- 20.1 In this clause “redundancy” means a situation where your employment may be terminated because the position filled by you is surplus to our requirements.
- 20.2 We will give you at least *17. redundancy notice period* notice of termination of employment for redundancy or pay you at least *17. redundancy notice period* pay in lieu of notice. This includes and is not additional to the notice period required by the Termination clause above.
- 20.3 No other amount is payable for termination of employment for redundancy by way of compensation or notice.

21. Employee protection provision

- 21.1 This clause applies to any “restructuring” as that word is defined in section 69B of the Employment Relations Act 2000. It applies, in effect, to the sale, transfer or contracting out of our business, or part of it to a new employer.
- 21.2 In the event of a restructuring or intended restructuring, the process that we will follow in our negotiations with the new employer will be aimed at minimising as far as practical the impact of change on our employees. More specifically, we will negotiate with the new employer over;
- a. The timing of changes, with a view to giving you reasonable prior notice of the fact of change and an opportunity to consult with us about the implications of that;
 - b. The providing of information to you about the restructuring (including who is to provide that and by what means), how it is likely to affect you and the options available to you;
 - c. Giving you, wherever practical, the right to accept a position with the new employer that will be either directly comparable to your present position or to which you are otherwise suited by reason of your skills, experience and qualifications;
 - d. Establishing a satisfactory induction process for you if you accept employment with the new employer.
- 21.3 We will use our best efforts to negotiate your transfer to the employment of the new employer, but this will be subject to the new employer’s commercial needs and the practical implications of such a transfer.
- 21.4 Where the new employer is prepared to offer you employment, we will use our best efforts to arrange for any such offer to be on generally no less favourable terms overall than are contained in your employment agreement with us.
- 21.5 If you are not offered employment with the new employer, we will consult with you over your entitlements (if any). Such consultations will cover issues including:



- a. Any opportunities for redeployment within our organisation.
- b. If no such opportunities exist, with the result that your position is redundant, the possibilities of career advisory services or other counseling being made available, time off for job search purposes, the extent (if any) to which pay in lieu of notice may be provided enabling your early release from employment.

22. Technical redundancy

- 22.1 You will not be considered redundant and will not be entitled to any redundancy entitlement, including redundancy compensation, if:
- a. you are offered alternative employment with us on terms and conditions generally no less favourable than under this Agreement; or
 - b. the redundancy of your position occurs as the result of a sale or transfer of all or part of our business and the new employer/owner offers you employment on terms and conditions generally no less favourable than under this Agreement.

23. Health and safety

- 23.1 You must take all practical steps to ensure your safety and the safety of any other persons in the workplace.
- 23.2 You must comply at all times with all legal requirements with regard to health and safety including the Health and Safety in Employment Act 1992.
- 23.3 You must abide at all times with any health and safety requirements, directions, policies, procedures, training, guidelines and recommendations including those regarding the safe use of equipment, relating to the premises at which the work is undertaken.
- 23.4 You must immediately report all work related injuries, accidents, near misses (whether or not the accident or near miss took place on our premises) and hazards or potential hazards to us. You must help to complete any necessary records including the accidental register, as required by us.
- 23.5 You will wear and/or use appropriately all Personal Protective equipment issues to you.

24. Resolving employment relationship problems

- 24.1 Should an employment relationship problem arise, you are encouraged to raise any employment related concerns with us, in the first instance but you are able to seek outside assistance from the start if you prefer. The following procedure sets out the assistance that is available to you, and the timeframes that apply.
- 24.2 An employment relation problem is any problem (including personal grievances and disputes) relating to or arising out of an employment relationship.
- 24.3 If you believe you have a personal grievance relating to your employment you must let us know within 90 days of the event which gives rise to the grievance. There are some limited exceptions to that 90 day rule.
- 24.4 You should provide us with a written explanation of the employment relationship problem and the remedies you are seeking.



- 24.5 You may seek assistance from the Ministry of Business, Innovation, and Employment, your union, or an advocate or lawyer.
- 24.6 If we cannot resolve your employment relationship problem, then either party may seek mediation assistance from the Ministry of Business, Innovation and Employment. You can seek mediation assistance from the start if you prefer.
- 24.7 Any employment relationship problem may be referred to the Employment Relations Authority which investigate and make a decision about any employment relationship problem.
- 24.8 Any party who is not satisfied with the Employment Relations Authority's findings may ask for the matter to be heard, in whole or in part, by the Employment Court.
- 24.9 For further information regarding your employment rights and entitlements, contact the Ministry of Business, Innovation, and Employment by telephoning 0800 20 90 20 or go to <http://www.dol.govt.nz/>.

25. Confidentiality

- 25.1 Confidential information includes, but is not limited to, information relating to pricing; sales; marketing; financial details; clients; customers; training; operations; products; inventions; techniques; procedures, third party contractual arrangements; commercially sensitive material; computer programming and software; intellectual property; and the terms in this Agreement.
- 25.2 In the course of your employment you will obtain, or have access to, confidential information concerning us, our business, clients and customers. This information must be kept strictly confidential.
- 25.3 You may not, except with our specific authorisation, discuss confidential information, including customer, supplier or product information, from our premises without our consent.
- 25.5 You may not use our confidential information to harm us, whether by using it without paying us for its economic value, to compete against us, or to give someone else a competitive advantage or a springboard for development.
- 25.6 All legal interests (including copyright) in inventions, designs, new or modified procedures and all similar rights or developments by you during your employment are our property. You give up any claim to such interests.
- 25.7 These confidentiality provisions apply both during your employment and after termination and you agree to be bound by them.

26. Conflicts of interest

- 26.1 You must not, without our prior written consent, engage in any other employment or otherwise participate, directly or indirectly, in any other business activities or commercial interests that may:
- conflict in any way with us and your responsibilities to us; or
 - adversely affect us; or
 - affect your ability to perform your duties and obligations under this agreement.

(*option 18 – restraint of trade*)



27. Non-solicitation

- 27.1 You will not, for the period of **19. Non solicitation period** after the termination of this agreement, directly or indirectly:
- 27.2 Attempt to persuade any client, customer or supplier of ours to cease or reduce their business with us.
- 27.3 Attempt to persuade any employee of ours to cease his or her employment with us.
- 27.4 You expressly acknowledge and accept that the non-solicitation provisions in the above clause are reasonable and necessary in order to protect and maintain our proprietary interests and other legitimate interests.
- 27.5 You agree that the remuneration and consideration provided in this Agreement represents reasonable and sufficient consideration for the restraints contained in this clause.

28. Policies and work rules

- 28.1 You must know and comply with all our policies, work rules or procedures. We may introduce new policies, or amend or delete existing policies, at our sole discretion. When this occurs you will be advised of any changes.

29. Completeness

- 29.1 This Agreement together with any attached schedules or letters of appointment represents the entire agreement between the parties and supersedes any prior agreements or arrangements, whether verbal or in writing, between the parties.

30. Variation

- 30.1 The parties may agree to vary this Agreement by mutual agreement in writing.

31. Acknowledgment

- 31.1 The parties acknowledge that this Agreement was negotiated fairly.
- 31.2 You acknowledge that you have read, considered and agreed to the terms and conditions of employment set out in this Agreement.
- 31.3 You acknowledge that we provided you with a reasonable opportunity to take independent advice on these terms and conditions prior to accepting this offer of employment.
- 31.4 You record acceptance of employment on the terms and conditions recorded in this Agreement and its attached Schedules.

Signed by

Signed by **1. Name of employer** as the employer: _____
1. Name of employer

Signed by **2. Name of employee**: _____
2. Name of employee



EMPL913: Independent Contractor Agreement – Short Form

A. Document name

Independent contractor Agreement – short form

B. Responsible firm and author

Gibson Sheat (Mike Gould)

Hesketh Henry (JC)

C. Last update and summary of changes

November 2000

- New precedent

December 2010

- Reviewed, changes made (Employment Review Hesketh Henry, peer review Anderson Lloyd)

March 2011

- Electronic update only – paragraph re film production industry added to Legend (JC, Hesketh Henry)

April 2013

- Electronic update only – Maintenance (JC, Hesketh Henry)

D. Document description

EMPL913.DOC

Independent Contractor Agreement – Short Form

E. Matters to be considered in completing document

- This is a short form independent contractor agreement.
- You will need to consider whether or not the real nature of the relationship is that of a contractor and not an employee by reference to relevant case law. If you have any doubt, it is important to take advice before entering into this agreement.
- Employment Relations (Film Production Work) Amendment Act 2010 needs to be considered in relation to whether a worker in the film production industry is an employee or an independent contractor.

F. Other precedent references

G. Background materials



H. Variables

1. name of defined company
2. name of contractor
3. term of agreement
4. position or person to whom contractor reports
5. fee to be paid
6. period contractor's fees will be paid, eg fortnightly or weekly
7. period of notice on termination
8. set out the contractor's services

deed.dot

Background

- A. The company has agreed with the contractor that the contractor will provide to it the services described in the Schedule.
- B. The parties have agreed on the terms and conditions of the provision of those services as contained in this Agreement.

It is agreed

1 Term

- 1.1 The term of this Agreement is **3.term of agreement**.

2. Services

- 2.1 The Contractor will carry out the Services for the Company as set out in the Schedule to this Agreement.

3. Reporting

- 3.1 The contractor will carry out the Services for the Company as set out in the Schedule to this Agreement.

4. Contractor payments

- 4.1 The Company will pay the Contractor a fee of \$*5.fee to be paid* plus GST *6.period contractor's fees will be paid, eg fortnightly or weekly* for the services to be rendered by the contractor during the term of this Agreement.
- 4.2 Payment will be made on receipt by the Company of the Contractor's GST tax invoice.

5. Nature of Agreement



- 5.1 The parties agree that their relationship is that of Principal and Independent Contractor and not employer and employee.
- 5.2 The Contractor is entirely responsible for all taxation, accident compensation levies, public liability insurance and all other expenses relating to its business.
- 5.3 The Contractor acknowledges that the company must comply with any direction of the Inland Revenue Department relating to withholding tax or other deductions from revenue due to the Contractor under this Agreement, and agrees that a deduction of withholding tax may be made by the Company from amounts due to it.
- 5.4 The Contractor may not assign the Contractor's rights or obligations under this Agreement without the consent of the Company.

6. Confidentiality

- 6.1 The Contractor agrees that during the term of this Agreement and after its termination, that the Contractor will not divulge any information concerning the business, financial matters, transactions or affairs of the Company, to any person other than in the proper course of the Contractor's services for the Company.
- 6.2 The Contractor will treat all information obtained from and about the Company as confidential and will not divulge it to any third party other than with the consent of the Company.

7. Health and safety

- 7.1 The Contractor must take all practical steps to ensure the Contractor's safety and the safety of any other persons on the worksite.
- 7.2 The contractor must comply at all times with any legal requirements with regard to health and safety including the health and Safety in Employment Act 1992 and any directions given by the Company as principal under section 18 of that Act.
- 7.3 The contractor must abide at all times by any safety procedures, including the safe use of equipment on the site on which the work is undertaken.
- 7.4 The Contractor must report to the Company any accident or injury which arises out of or in the course of completing Services under this Agreement as soon as practical after the accident or injury occurs.

8. Termination

- 8.1 Either party may terminate this Agreement by providing the other party with ***7. Period of notice of termination*** written notice.
- 8.2 If either party is in material breach of this Agreement and fails to remedy the breach within 7 days of written notice being given, the other party may terminate this Agreement without further notice.
- 8.3 Any termination of this Agreement will be without prejudice to the rights of either party against the other which may have accrued up to the date of such termination and any other remedies at law.

9. Disputes



- 9.1 In the event of a dispute arising from this Agreement the parties agree to submit such dispute to arbitration.
- 9.2 An arbitrator will be appointed by agreement between the parties, and failing such agreement, the dispute will be dealt with in accordance with the provisions of the Arbitration Act 1996 and its amendments.

Signed by

Date

Coach Agreements

Why do you need a written agreement for coaches?

A written document is a great way to recording the various matters you have agreed to with the person taking on the role of a volunteer coach. Coaches will be better informed of their responsibilities and what the sport will provide for them. There are many reasons why organisations should ensure volunteer coaches have a written agreement. Some of these are listed below:

1 - Certainty is the most obvious reason.

Information should be clear about the many matters which coaches need to know about for your sport. These include how long the appointment is for; what benefits a coach is entitled to receive, who they are accountable to; who they are responsible for. If they are not recorded in some way differences can arise over what was expected and what was in fact provided or happened.

2 - It shows mutual commitment to each other.

Coaches are giving up your free time to train, coach and select the sport's athletes. The sport should recognise that commitment, and not abuse it. By having the length and nature of the commitment recorded, you are both clear about the future. Similarly coaches will want to ratify their commitment to the position and understand all that it entails. You should ensure it is recorded so that if the commitment is broken by them you have a reasonable period of time to replace them, for example, requiring them to give a certain period of notice.

3 - Recognition of their voluntary time.

Often it is the only place where it can be expressed. This can be shown by many things such as invitations to dinners and awards, reimbursement of expenses, supply of clothing and sponsors apparel, use of a computer, provision of a mobile phone, entitlement to retain frequent flyer points, and perhaps an honorarium. You should ensure that if these things are provided, they are recorded so that neither party can later renege on the deal reached.

4 - Tax implications of any benefits coaches receive need to be carefully considered.

Just because they don't receive a salary or wages for their role as coach, doesn't mean they escape paying tax on the benefits they receive. They may be liable to pay fringe benefit tax on certain benefits or to pay withholding tax on their honorarium. Repackaging the deal may enable you to minimise the tax obligations but in any event you should seek advice as to the tax implications of any benefits they may receive. The introduction of GST also means your sporting organisation may have to pay GST on the value of their services.

5 - Change in Personnel

Is another reason for recording an agreement with a coach. If the President of your Club or administrator who appointed them changes during their term, it makes it easier to inform the incoming person of the arrangement if it is recorded.

6 - Roles and Responsibilities

Of a coach should be clear and an agreement is a good place to record them. Things like: Who do they report to (the Club as a whole, the Committee, the President, the Coaching Committee)? What athletes/teams they are responsible for? What



other coaches are they responsible for? Also the level of their authority should be clear. For example can they charge equipment needed for training to the club? If so, to what level? Do they need to submit a budget for their expenses?

7 - Risk Management

Is one of those words you hear often. But a coach has a duty of care to the athletes they coach to ensure they are not injured or harmed. If they are coaching young athletes that duty is even higher. While an agreement with the organisation won't stop injuries or remove that duty of care, the issue of who is responsible can be clearly determined in an agreement to minimise your liability. For example, are the coach or the club, or the grounds caretaker responsible for ensuring the safety of the equipment used in the game, be it goal posts, hurdles, ball machines etc?

8 - Policies and Codes of Ethics

Are increasingly being produced by sports for coaches to sign. If a sport has policies and procedures which coaches are bound by, then make sure they have read them. Policies like anti-doping, anti-harassment, pregnancy and infectious diseases policies are matters which could have legal obligations. By requiring the organisation to list the policies which apply to coaches in the agreement, and then supplying each coach with them, things will be clear about what those obligations are.

