Ashburton District Council & Ashburton Swim Team Agreement: Coaching Services at Swim Meets

Purpose:
The coach's role at a swim meet is to ensure the swimmer's mental and physical readiness before, during, and after the event. Swimmer care outside of swim meet sessions is managed by the AST Meet Manager, who is typically a parent or committee member attending the meet. In some cases, the coach may agree to fulfil this role on behalf of AST.

The coach will collaborate with the AST Meet Manager to address swimmer wellbeing concerns and decide who is best suited to resolve them. If a potential breach of the AST Code of Conduct occurs, the coach will notify AST Meet Manager, providing verbal information initially and following up with an email as time permits. AST Meet Manager will handle the situation according to club processes. While the coach may issue verbal warnings for minor behavioural concerns of swimmers, they do not have the authority to impose further sanctions.

Coaches' Duties at Swim Meets:
The coach's responsibilities at swim meets encompass pre-meet preparation, meet supervision, post-meet follow-up:

Pre-Meet Preparation:

- Familiarise yourself with swimmers' race goals and target times.
- Communicate and organise pool arrival times.

During the Meet:

- Supervise warm-ups, including monitoring pace times to ensure swimmers are physically prepared.
- Provide pre-race motivation, focusing on strategy, technique, or pacing.
- Ensure swimmers arrive promptly for races.
- Promote quality physical preparedness, such as maintaining warmth, mobility, and proper nutrition.
- Monitor races, recording times, splits, and stroke counts.
- Offer post-race feedback, including encouragement and constructive analysis.
- Maintain team standards, ensuring all swimmers feel supported, and address any issues in collaboration with the AST Meet Manager.
- Respond to problems, including injuries, illness, or emotional distress, while knowing when to escalate concerns to the AST Meet Manager or Club Chair.

Post-Meet Follow-Up:

- Review performance outcomes to help swimmers improve and develop further in their training.

If AST has concerns regarding the coach's behaviour during swim meets, these concerns must be documented by the AST Meet Manager and Club Chair. ADC will review the information and manage the situation. The AST Meet Manager may stand down the coach for the remainder of the meet if a serious breach has occurred.

Engagement:
As soon as possible after the coach reviews the calendars and provides feedback, AST will provide ADC with a list of swim meets requiring coaching support for the next six months (or as soon as the event dates are released).

AST's confirmation or cancellation of the requests for the coach to attend the swim meets must be sent to the Swim School Manager via email no later than the day following the final sign-up date for a swim meet.

ADC will use its reasonable endeavours to assign an ADC coach to all requested swim meets but cannot guarantee availability, including for reasons outside of ADC's control (such as illness, approved leave or resignation).

In the event that one or more coaches resigns during the term of this agreement, ADC is solely responsible for reviewing levels of service and undertaking any required recruitment.

Compensation:
The coach's swim meet expenses which ADC will seek reimbursement for include hourly rate payment for labour (including KiwiSaver, annual leave and GST) while undertaking coaching duties as per this agreement. The hourly rate payment for labour will cover the coach's attendance at the swim meet and their travel time to and from meets.

The parties acknowledge the coaches' hourly rates may increase during the term of this agreement due to ADC's remuneration review processes.

For the avoidance of doubt, AST remains responsible for meeting the coaches' accommodation, food and transport costs for swim meets.

Labour:
ADC coaches are compensated for their standard contractual hours by ADC in accordance with their individual employment agreement terms. Additionally, coaches are eligible for payment for extra hours worked during swim meets, including travel time. Coaches may also choose to volunteer their time to AST and its swimmers at swim meets, rather than be paid for their time.

ADC will recover the coach's labour swim meet expenses through **Direct Cost Recovery.** Swimmers attending swim meets would be invoiced for their share of coaching costs, after each swim meet or if preferred swimmers could make regular payments so their account credit would offset post swim meet invoices.

ADC will endeavour to advise swimmers four weeks prior to the meet whether the cost recovery model applies, or whether the coach is volunteering their time at the meet. If the direct cost recovery model applies, coaches will notify AST swimmers in advance of the

indicative total cost of any coaching fees, based on estimated session times attended by the coach at the swim meets and their travel time to and from the meet, so the swimmers can make a more informed decision about attending a swim meet. ADC has no minimum number of swimmers required before a coach will attend a swim meet (where AST has requested a coach attend).

The post-meet invoiced cost to the swimmer may be more or less than the estimated cost, depending on the final number of swimmers attending and the hours worked by the coach. At the end of each day of the meet, the coach will provide their hours for that day to the AST Meet Manager for agreement. Where any dispute arises and the parties cannot agree the total hours within 48 hours of the conclusion of the meet, the coach's invoiced hours will be the total swim meet session times, as well as the coach's travel time to and from the meet.

The coach will send an email confirming hours and swimmer names to the ADC Swim School Manager and AST Secretary within five days of the conclusion of the meet. Where there is no Meet Manager the Coach will email their hours to the Swim School Manager and AST Secretary.

The swimmers who attended the meet will be invoiced by ADC following the swim meet. Invoices will be payable with a due date of seven days from the date of the invoice. For the avoidance of doubt, each swimmer that attended will be invoiced an equal share of the total cost for each meet, with no apportionment or pro rata split based on length of each swimmer's attendance at the meet.

The coaches will be paid by ADC in the next payroll cycle after the Swim Meet.

The process outlined above has been summarised in the flow chart in Appendix 1.

Other Expenses:
AST policy will define compensation for transport, catering, and accommodation expenses incurred by coaches during swim meets. The coach needs to raise with AST directly, if they are concerned about the fairness of AST policy or allocation. If the matter remains unresolved, ADC and AST will work collaboratively or with third-party mediation to resolve the matter.

General Terms

- ***Dispute Resolution:*** In the event of a dispute arising in connection with this agreement, the parties shall actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution. Where a prompt resolution cannot be reached, the dispute shall be escalated to the Group Manager People and Facilities (ADC) and Liaison Person (AST) for resolution.
- ***Confidentiality:*** All information provided by ADC to AST in relation to ADC's swim coaches under this agreement shall be treated as confidential. Unless required by law, AST shall not disclose any confidential Information to any third party during or after the expiry of this agreement.

- ***No Employment Agreement***: The parties expressly acknowledge that this is not a contract of employment and under no circumstances are the swim coaches to be considered employees of AST.
- ***Amendment***: This agreement cannot be amended, modified or varied or supplemented except in writing signed by duly authorised representatives of the parties.
- ***Entire Agreement*:** This agreement constitutes the entire agreement between the parties and supersedes all prior correspondence, understandings, representations or warranties or agreements whether written or oral.
- ***Counterparts:*** This agreement may be executed in any number of counterparts. All counterparts will constitute one agreement.

Term:

This agreement lasts for a 24-month period, commencing on 1 July 2025 and terminating on 30 June 2027.

Prior to the 12 month anniversary of the commencement of the agreement, the parties may undertake a review of the agreement. If, following the review, the parties agree to any changes to the agreement, these changes will be documented through a variation to the agreement. If, following the review, no agreement on varied terms can be reached by 1 July 2026, the agreement will not be varied.

During the agreement term, either party may (at that party's sole discretion) terminate the agreement by giving the other party a minimum of 1 months written notice. If the agreement is terminated by either party, ADC will no longer supply ADC coaches to swim meets.

NB: Coaching Services at Swim Camps are not covered by this agreement and will be covered by a future agreement.

Signed AST: **Signed ADC:**

Date: **Date:**

Appendix 1: Process Flow Chart

