



**NATIONAL CAPITAL DIVISION
ALPINE COMMITTEE**

**National Capital Division / Outaouais Ski Zone
National Capital Outaouais (NCO) Ski Team
Management Committee
Terms of Reference**



**outaouais ski zone
zone de ski outaouais**

Table of Contents

BACKGROUND	3
SCOPE	3
COMMITTEE STRUCTURE	5
DECISION MAKING AND VOTING QUORUMS	7
RECORD KEEPING AND REPORTING	8
BOARD MEMBER CONDUCT & SANCTIONS	9
TERMINATION OF THIS AGREEMENT	9
COMING INTO FORCE	10
SCHEDULE 1	11
<i>NCO Officers & Committee Composition</i>	<i>11</i>
APPENDIX 1	13
<i>TREASURY FRAMEWORK AND FINANCIAL REPORTING GUIDELINES (TFFR)</i>	<i>13</i>
APPENDIX 2	14
<i>NCD BINGO OPERATING PROCEDURES & GUIDELINES</i>	<i>14</i>
APPENDIX 3	14
<i>ORIGINAL MEMORANDUM OF AGREEMENT</i>	<i>14</i>

BACKGROUND

1. The National Capital Outaouais (NCO) Ski Team is a joint venture between the Board of Directors of the National Capital Division of Alpine Ontario (NCD) and the Outaouais Ski Zone of Ski Quebec Alpin (OSZ). The NCO's mandate is to support the development of elite ski race athletes in the NCD and OSZ communities. As such, the two Boards – NCD & OSZ, support the continued executive commitment to the NCO team in the fulfilment of the NCO's mandate.
2. The NCO Management Committee (NCOMC) is a joint committee of the NCD and the OSZ Boards of Directors. The NCOMC is formed by the two Boards for the purpose of managing the NCO elite ski teams at the K2 and FIS (Fédération Internationale de Ski) levels.
3. In addition to relieving the NCD and OSZ of the day-to-day responsibility for the elite teams, the existence of the NCOMC simplifies the complex management relationship between the elite FIS and K2 ski teams and the two independent boards – NCD and OSZ.
4. If any terms or provisions contained in the following document contravene anything contained in the original Memorandum of Agreement constituting the NCO Team, completed by the NCD and OSZ in 2001, this document will supersede the Memorandum of Agreement in that respect only.

SCOPE

1. **Obligations:** The NCOMC is authorized and obligated to manage all of the affairs of the teams, governed by policies and procedures, jointly developed by the two Boards, set out in this agreement or which may be subsequently developed. Joint policies and procedures include those with respect to athlete criteria and team selection criteria, coaching criteria, interface programs, athlete discipline and program outline.
2. **Program Outline:** On an annual basis as part of the NCOMC's planning cycle for the next season, the NCOMC is required to provide to the Board of Directors of both the NCD and OSZ on or before May 15th the following:

- an outline of the Final Program for the next fiscal year including - the projected size of the K2 and FIS teams; operating and fundraising budgets; participation / program fees and any additional miscellaneous fees
 - The combined size of the K2 and FIS teams in any given year should not exceed a maximum of 30 athletes, without the prior approval of the two Boards.
 - the NCOMC will present to the OSZ and NCD Boards for their reference the Partner (Athlete and Parent) Agreement and Refund Policies for the next fiscal year.
3. **Accountability:** The NCOMC is accountable to the two boards for its fiscal management and is required to provide a written report monthly to each Board detailing any arrears in fees due and any budget variances in excess of 15% within any individual category. Detailed financial statements are to be forwarded to each board on a quarterly basis, with a comparison to the approved budget and including an accounts receivable statement and bank reconciliation statements for both the general account(s) and Bingo account.
 4. **Authorization:** The NCOMC is authorized to maintain its own bank account(s). The President of the OSZ and Chair of the NCD and their designates, shall have electronic access to the general and bingo accounts to permit viewing of any and all transactions.
 5. **Financial Transactions:** All team revenue will be deposited to a “Revenue” account which will not permit any online transactions and for which all cheques will require two signing officers, duly authorized by the NCOMC.

The NCO will maintain an “Operating” account for the purpose of settling all accounts payable transactions. On a regular basis the treasurer will present to the Treasury and Finance Sub-Committee the projected cash flow requirement for the coming period and upon the recommendation of the sub-committee and approval of the NCOMC, the NCOMC will authorize the transfer of the required funds from the “Revenue” account to the “Operating” account.

6. **Financial Sustainment:** As the NCO teams must be self-sustaining, without financial obligation from the NCD or the OSZ, the NCOMC does not have authority to borrow, or to plan or budget for an annual deficit of any sort. Any application by the NCOMC of accumulated annual reserves toward any year-end

revenue shortfall must first have the approval of both the NCD and OSZ boards and be predicated on a ~~100%~~ draw down of the athlete deposits.

7. **Board Responsibilities:** The NCOMC is responsible for hiring and managing coaches and program directors as required. The Boards recognize the community responsibility of the NCO coaches with respect to regional athlete and coach development and the NCOMC and staff recognize their responsibility for participating and supporting these regional alpine community-activities.
8. **Financial Support:** On an annual basis, the NCD and OSZ will jointly determine the level of financial support to the NCO team in conjunction with their approval of the annual operating budget.

COMMITTEE STRUCTURE

1. The NCOMC will consist of:
 - a) Three representatives appointed from each of the NCD and OSZ governing boards:
 - b) The President of the OSZ and the Chairman of the NCD
 - c) The head coaches of the 2 age groups *will be appointed to the NCOMC as ex-officio members. Ex-officio members of the NCOMC will be non voting members.*
2. At least two current team parents (preferably one from each team) should be members of the NCOMC.
3. The term of appointment shall be as follows:
 - a. Members will be appointed, from the membership of NCD and OSZ member clubs, for three year, non renewable terms with one representative from each of the NCD and OSZ being replaced each year.
 - b. Members will be appointed by their respective sponsoring organizations by the end of April of each calendar year. New members to the NCOMC will begin attendance at NCOMC meetings effective May 1 with the right to vote to be effective July 1, upon the expiry of the retiring member's term as of June 30.

- d) In the event of a resignation or departure from the NCOMC, a new appointment will be made by the relevant Board from which the committee member was appointed, to complete the term of the departing member.. If the change takes place within the first 18 months of the original appointment, it will require a majority vote by the board from which the committee member was appointed to decide if, the replacement member will be eligible for re-appointment.
 - e) Members may be replaced by their appointing Boards should that Board see fit.
- 4 The appointees will provide monthly reports to their respective Boards on NCOMC activities.
 - 5 An NCOMC Chair will be selected annually from amongst the members of the NCOMC in consultation with the President of the OSZ and the Chair of the NCD. The Chair shall be appointed for a one year term and may serve no more than two terms. The Chair will ultimately be accountable for the activities and management of the NCO and specifically for the leadership of the NCOMC to both the OSZ and NCD boards. The Chair appointment shall alternate between the NCD and OSZ, unless mutually agreed otherwise.
 - 6 The NCOMC and any sub-committees are required to record and retain accurate minutes of all meetings, including the recording of all votes, making them available to both boards at the subsequent meeting of each Board. Such minutes shall be issued within 7 days of each meeting.
 - 7 The NCOMC shall establish operational sub-committees that report to the NCOMC as requested and will attend NCOMC meetings as non-voting resources upon invitation only. The sub-committees will include both members of the NCOMC and parents of current athletes, as well as members of the general ski community. The sub-committees shall include, but not be limited to the following functional areas:
 - a. Fundraising – for the purpose of planning and executing the fundraising needs of the teams, as set out in the approved annual operating budget.
 - b. Treasury & Finance – for the purpose of setting and overseeing the operating budget of the teams.

- c. Communications & Media Relations – for the purpose of establishing a programme of promotion and creating a media presence for the teams, for the purpose of attracting and securing team sponsors.
 - d. Parent Liaison – to ensure that there are open and formal lines of communications between the NCOMC and the parents of the athletes on both the K2 and FIS teams.
- 8 The NCOMC will appoint two qualified representatives from the general ski community, which may or not be current team parents, to be a members of the NCOMC Treasury and Finance Sub-Committee to oversee and monitor the financial matters of the teams – the NCOMC shall also appoint a Treasurer from the NCOMC who shall Chair the Treasury & Finance Sub-Committee. The NCOMC will endeavour to select members that will add to the expertise of the Treasury and Finance Sub-Committee, in such areas as finance, accounting, athlete development and fund raising.
- a. The NCO fiscal yearend shall be June 30.
 - b. The Treasury and Finance Sub-Committee shall work within and in the spirit of the Treasury Framework and Financial Reporting Guidelines included in the Appendix to this agreement.
 - c. Upon written notice to the NCOMC by the Board of the NCD or OSZ, the Treasury & Finance Sub-Committee shall be required to provide a financial audit prepared by an independent audit accountant at the end of the current fiscal year. Presentation of the audit findings to both the OSZ and NCD Boards must take place no later than September 30 of the current year. The cost of such an audit shall be borne by the requesting board or boards.

DECISION MAKING AND VOTING QUORUMS

1. Attendance of a majority of the eight (8) representatives, with a minimum of two voting representatives appointed from each of the OSZ and NCD boards, is required to form a quorum. Any ex-officio board members are not to be included in the count for the quorum.
2. Decision-making will be by consensus.

3. The above not-with-standing, if a vote is necessary, a motion will require a majority of votes from the eligible representatives present. In the event of a tie, the NCOMC Chair will defer the motion to a second vote to be conducted within **7 days**. Electronic votes are non-repudiated (accepted). If after the second vote a tie remains, the NCOMC chair shall refer the motion to the President of the OSZ and the Chair of the NCD, who will by, mutual agreement appoint a third outside party, not currently a member of any of the NCD or OSZ boards or the NCOMC. These three – the OSZ President, the NCD Chair and 3rd Party member will determine the resolution of the motion within 7 days of the referral.

RECORD KEEPING AND REPORTING

All NCOMC and sub-committee documents, including meeting minutes, updated financial reports for the reporting period, required by the NCD and OSZ Boards, will be distributed in electronic form to the Secretaries of each of the NCD and OSZ Boards prior to each monthly meeting.

1. At each Division or Zone meeting, the Division and Zone representatives shall table the minutes of the most recent meeting of the NCOMC and report to their respective Boards, the activities of the NCOMC including matters arising from the minutes of the NCOMC, financial, coaching and general team issues and disciplinary matters.
2. Following the conclusion of any given season, the NCOMC shall provide by May 15th to both the NCD and OSZ Boards in conjunction with its Program Outline for the coming fiscal year a written report outlining season accomplishments, issues and resolutions. Included in this report are the membership metrics, forecasting for the upcoming season and a full financial report outlining the current financial view. The financial report is to include; projections to fiscal year end; comparison of the approved budget to actual expenditures; and the bank reconciliation and accounts receivable statements. This consolidated financial report shall be presented, by the Treasurer, to each board.

BOARD MEMBER CONDUCT & SANCTIONS

It is expected that all members of the NCOMC, sub-committees thereof and the two governing Boards will work in the best interest of the athletes, community and coaches in promoting elite racing, while conducting themselves in a professional manner.

It is agreed by all that the specific deliberations of the NCOMC will remain confidential and that the consensus based decisions, of the NCOMC will be supported by all members.

All members of the NCD and OSZ Boards and of the NCOMC and sub-committees will sign and adhere to the terms of the NCD/OSZ Confidentiality Agreement and Code of Conduct - document.

The failure on the part of the NCOMC or members of the Committee or sub-committees to use best practices in fiscal management, apply policies fairly and consistently or attempts to circumvent good governance may result in any of the following:

- Request by the NCOMC Chair to the appointing member Board that the Committee member be put on probation; or,
- Request by the NCOMC Chair to the appointing member Board that the Committee member be replaced with a new appointee.

TERMINATION OF THIS AGREEMENT

1. Termination shall occur when the chair of either organization provides written notice to the NCOMC and to the other partner organization of its intentions to withdraw its support and to terminate the Memorandum of Agreement. Termination of this agreement cannot occur during a ski race season. Written notification is required to be sent and received no later than April 30 of the current fiscal year.
2. Such notice shall be provided only upon approval of the terminating organization's board of directors, and if termination does occur it shall be effective at the conclusion of the current fiscal year.

3. Should termination of the ToR occur, the NCO bank accounts shall be closed and the assets including team equipment and liabilities shall be allocated to the parent organizations on a 50% - 50% basis as at the fiscal year end.

COMING INTO FORCE

The changes outlined in this Terms of Reference will come into force at the conclusion of the 2010 – 2011 alpine race season. Current members of the NCOMC are eligible for re-appointment going forward - 2011-2012. For the year 2011 - 2012 only, each of the NCD and OSZ will appoint one member for a one-year term, one member for a two-year term and one member for a three-year term. In the following years each replacement appointee will be appointed for a non-renewable three-year term, this will ensure the entire NCOMC does not turnover at the same time.

The Terms of Reference shall be reviewed annually (prior to April 15th) and will remain in effect until such time; as changes are required and upon the approval of the Division and the Zone Boards.

On or before the commencement of the next NCO fiscal year, beginning July 1, the current NCO Chair, NCO Treasurer, NCD Chair and OSZ President shall countersign the current Terms of Reference, whether amended or not, thereby ratifying their continued support and adherence to the terms, conditions and responsibilities provided therein.

The above Terms of Reference has been accepted, on behalf of the Outaouais Ski Zone of Ski Quebec Alpin and National Capital Division of Alpine Ontario by:

Original signed by _____
Doug Kirkpatrick,
President,
Outaouais Ski Zone of Ski Quebec Alpin

Original signed by _____
Benoit Kislich-Lemyre,
Chair,
National Capital Division of Alpine Ontario

Dated this 30th day of June 2011, and having the authority to bind the these two organizations.

SCHEDULE 1

NCO Officers & Committee Composition

NCO OFFICERS COMMITTEE COMPOSITION – 2011-2012					
BOARD	POSITION	NAME	START DATE	PROJECTED END DATE	LENGTH OF TERM
NCO	CHAIR		2011	2013	1(2) Years
NCO	TREASURER		2011	2013	2 Years

NCO VOTING MEMBERS COMPOSITION – 2011-2012					
BOARD	POSITION	NAME	START DATE	END DATE	LENGTH OF TERM
NCD	CHAIR		2011	2013	2 Year
OSZ	PRESIDENT		2011	2013	2 Year
NCD	VOTING MEMBER 1		2011	2012	1 Year
NCD	VOTING MEMBER 2		2011	2013	2 Year
NCD	VOTING MEMBER 3		2011	2013	3 Year
OSZ	VOTING MEMBER 1		2011	2012	1 year
OSZ	VOTING MEMBER 2		2011	2013	2 Year
OSZ	VOTING MEMBER 3		2011	2013	3 Year

Ex-officio Appointments – Non Voting – 2011-2012

BOARD	POSITION	NAME	START DATE	END DATE	LENGTH OF TERM
NCO	FIS HEAD COACH		2011		At the NCOMC's discretion
NCO	K2 HEAD COACH		2011		At the NCOMC's discretion
NCO	SECRETARY		2011		At the NCOMC's discretion
NCO					
NCO					

APPENDIX 1

TREASURY FRAMEWORK AND FINANCIAL REPORTING GUIDELINES (TFFR)

The TFFR Framework provides some basic guidelines that underlie the preparation and presentation of financial statements from the NCOMC. The TFFR serves as a guide to the governing Board(s) in providing clarity, development of future TFFR's and offers clear accounting principles, transparency and accountabilities. The below elements must be clearly defined for each event through-out the ski race season and must be clearly defined in the NCO Operating Budget. Taking into consideration that changes do occur.

Elements of the TFFR

- All budgets and expenses recorded for optional NCO activities should not be included in the approved annual operating budget and are to be reported separately.
- All revenues generated for the FIS/K2 teams should be assigned and deposited to and maintained in the NCO Revenue bank account,
- All fees paid by athletes for optional activities will be reported separately and directly linked to a separate budget for the specified activity and expenses are not to be charged to or transferred from the approved annual operating budget
- The Watson Fund shall be administered in accordance with the guidance to be provided by the Fund's sponsors.
- The Bingo proceeds are to be maintained in a separate account in the name of the NCD as required by the OLG and City of Ottawa
- All team participation fees for OSZ registered athletes will be sent to Alpine Canada and/or the FIS through the Zone and Ski Quebec Alpin.
- All team participation fees for NCD registered athletes will be sent to Alpine Canada and/or the FIS through the NCD and Alpine Ontario.
- The budget elements that relate directly to performance and training needs per athlete must be clearly stated.
- The budget elements that relate directly to travel. (Van rentals, airfare etc.) must be clearly stated
- The budget elements that relate directly to housing (hotels, motels etc.) must be clearly stated
- The budget elements that relate directly to Food (restaurants, groceries, athlete breakdown allowance, per meal) must be clearly stated
- Total Incurred expenses from each ski race event must be clearly stated
- All optional activities not part of the approved annual operating budget should carry an expense charge for applicable fixed expenses such as, van rentals or coaching

- In the preparation of all budgets a determination will be made to allocate all expenses to the individual General Ledger accounts detailing the source of the expense, i.e., van rental, coaching fees, etc.
- Surprises

APPENDIX 2

NCD BINGO OPERATING PROCEDURES & GUIDELINES

Electronic access & monitoring: The signing officers on the NCD Bingo account, shall have access to the online banking service for review ONLY.

The NCO treasurer needs to abide by the NCD/City of Ottawa policy of no electronic transfers (debit or credit). The activities shall be monitor by the NCD Board Treasurer & Bingo Chair as co-signing officers. Further note electronic transfers are listed differently than cheque transactions on the monthly statement, and any anomalies shall be identified to the NCD Board chair immediately.

Please refer to the **NCD BINGO Operating Procedures Guidelines & Minimum Standards** for further details.

APPENDIX 3

ORIGINAL MEMORANDUM OF AGREEMENT

For the purpose of historical perspective it is agreed that the original NCO Terms of reference be appended to this document.