

SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)  
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)

SETTLEMENT AGREEMENT

N<sup>o</sup>: SDRCC 20-0479

BETWEEN:

CHARLIE TU (MR. TU)

AND

DIVING PLONGEON CANADA (DPC)

**WHEREAS** certain allegations of misconduct against Mr. Tu were reported to DPC's independent safe sport officer;

**AND WHEREAS** these allegations were investigated by an independent investigator;

**AND WHEREAS** the independent investigator made certain findings of fact and concluded that:

- (a) 27 allegations against Mr. Tu were either unsubstantiated or did not constitute a breach of DPC's Code of Conduct; and
- (b) 27 allegations against Mr. Tu were substantiated and did constitute a breach of DPC's Code of Conduct, including:
  - (i) 1 breach of Section 3(a)(i)(A) – "Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct";
  - (ii) 10 breaches of Section 3(a)(i)(B) – "Treat others with respect and refrain from negative or disparaging remarks or conduct";
  - (iii) 5 breaches of Section 3(b)(i)(A) – "Consistently display high personal and professional standards and project a positive image of the sport and of coaching";
  - (iv) 8 breaches of Section 3(b)(i)(B) – "Ensure a safe training environment by selecting activities and establishing controls that are suitable for the age, experience, ability and fitness level of athletes"; and
  - (v) 2 breaches of Section 3(b)(i)(C) – "Actively assist in sustaining the present and future health of athletes by communicating and cooperating with registered medical practitioners in the diagnosis, treatment and management of injuries and other associated health or fitness problems"; and

- (vi) 1 breach of Section 3(b)(i)(F) – “In the case of minors, communicate and cooperate with the parents/guardians of athletes and involve them to an appropriate degree in decisions pertaining to the athlete’s development”.

**AND WHEREAS** the Parties recognize that DPC has obligations to all persons who participate in the sport of diving in Canada, including those athletes who reported incidents involving Mr. Tu to DPC’s safe sport officer;

**AND WHEREAS** Mr. Tu is currently employed as a diving coach at the iDive diving club in Vancouver B.C. and is expected to continue his relationship with iDive throughout the term of this Settlement Agreement;

**AND WHEREAS** the Parties recognize that merely punitive measures will not serve the greater interests of the Parties and other participants in the sport of diving;

**AND WHEREAS**, notwithstanding the number and severity of the breaches of the Code of Conduct found by the investigator, the parties are satisfied that this Settlement Agreement achieves an appropriate balance between the protection of all participants in the sport of diving, the necessity of sanctions, and the benefits of enabling Mr. Tu to continue to contribute to the sport of diving in Canada without further incident or undue risk to athletes;

**AND WHEREAS** the Parties desire to enter into this Settlement Agreement to govern the actions to be taken by the Parties in response to the findings of the independent investigator;

**NOW THEREFORE** in consideration of the mutual covenants detailed below the Parties agree as follows:

## **1. Acknowledgement of Facts**

- a) Mr. Tu hereby accepts the findings of fact and the report of the investigator and takes responsibility for the violations of DPC’s Code of Conduct resulting therefrom.

## **2. Suspension**

- a) Mr. Tu will voluntarily cease all coaching of diving in Canada (including any practice sessions, dryland training, team events, competitions, or other activities of any nature that involve participation, communication or interaction with divers) for a period of six months commencing on June 1, 2021 (the “Suspension”).
- b) To minimize the detrimental impact of the Suspension on the diving club in Vancouver where Mr. Tu is currently coaching, the Suspension will be divided into two three-month segments, the first running from June 1<sup>st</sup> – August 31<sup>st</sup>, 2021, and the second running from October 1<sup>st</sup> – December 31<sup>st</sup>, 2021, unless otherwise agreed to in writing by all Parties hereto.

- c) During the Suspension, Mr. Tu will not act as a participant, coach, official, director, officer, or volunteer for DPC, any Provincial Diving Organization or local diving club, nor will he represent himself as acting on behalf of, or with the authorization of DPC, any Provincial Diving Organization or local diving club.
- d) If Mr. Tu is found to have violated the terms of this Settlement Agreement or to have committed any further violation or violations of DPC's Code of Conduct similar to those contained in the investigation report, after an investigation or through any disciplinary process, Mr. Tu will not coach diving in Canada and will not resume any dive coaching activities in Canada.
- e) If Mr. Tu is found to have committed any further violation or violations of DPC's Code of Conduct in circumstances which are materially different from the findings contained in the investigation report, after an investigation or through any disciplinary process, then the findings of fact and conclusions set out in the investigation report and this Settlement Agreement shall be considered when imposing any further sanctions against Mr. Tu.

### **3. Oversight, Education & Mentoring**

- a) From the date of this Settlement Agreement and continuing until December 31<sup>st</sup>, 2022, or until such earlier time as DPC may advise Mr. Tu in writing that it is no longer required, Mr. Tu will be subject to and comply with the following oversight, education, and mentoring program (the "Reintegration Plan"):
  - i) Mr. Tu shall not coach any divers (including any practice sessions, dryland training, team events, competitions, or other activities of any nature that involve participation, communication, or interaction with divers) without the presence of the head coach of the iDive diving club (the "Head Coach") or her designate.
  - ii) After each coaching session conducted by Mr. Tu, Mr. Tu will make a complete list of all athletes who were in attendance and participated in such session. This information will be provided to DPC immediately upon their request.
  - iii) DPC's senior high-performance director, Lino Socorro, will monitor the Reintegration Plan and the supervisory relationship between Mr. Tu and the Head Coach. This may be done via bi-monthly telephone calls (or other means of electronic communications), in person attendance at practice or competition sessions, or in-person meetings when convenient for Mr. Socorro. Mr. Socorro will work out the details of the supervisory plan in writing with the Head Coach and Mr. Tu.
  - iv) Mr. Tu and DPC will ensure that the Head Coach advises all club athletes and their parents, in writing, that all feedback regarding Mr. Tu's coaching shall be made to directly to Mr. Socorro and the Head Coach in writing.

Mr. Socorro will attempt to resolve any issues which arise without the need for a formal process, but he may, in his sole discretion, report any conduct of which he becomes aware to the appropriate authority, including DPC's Independent Third Party Safe Sport Officer.

- v) Should Mr. Tu move to another diving club, a similar arrangement shall be implemented and agreed to in writing.
- vi) If, for any reason, Mr. Socorro is unable to perform this role, DPC shall appoint a different person to fill this monitoring and supervisory role.
- vii) Mr. Socorro will be available to mentor and consult with Mr. Tu by telephone, email and video conference and to assist Mr. Tu in dealing with any coaching challenges he encounters.
- viii) DPC's Chief Technical Officer, Mitch Geller, or his designate, will arrange for Mr. Tu to participate in the informal coaching support group that meets regularly to discuss various coaching and job-related challenges. This group is made up of Mr. Tu's coaching colleagues who contact each other individually or collectively on a frequent basis for advice on a variety of coach-related issues.
- ix) Mr. Tu may also contact Mr. Geller for input or advice on any diving related matters.
- x) Mr. Tu will complete the following educational programs within such time frame as may agreed by DPC, but no later than December 31, 2022:
  - a. Mr. Tu shall do a thorough review of the investigator's report on which this Settlement Agreement is based with Lino Socorro;
  - b. Mr. Tu shall successfully complete the Respect in Sport Activity Leader/Coach Program; and
  - c. Mr. Tu shall successfully complete the CAC Safe Sport Training.

#### **4. Communication and Transparency**

- a) The Parties agree that a link to this Settlement Agreement will be posted on the DPC website in the "Resources/ Disciplinary Decisions" section under the title "SDRCC 20-0479 – Dive Calgary".
- b) Upon successful completion of the Suspension and the Reintegration Plan, the link to the Settlement Agreement will be removed from DPC's website, however reference to "SDRCC 20-0479 – Dive Calgary" will remain and anyone clicking on that link will be directed to contact DPC should they require more information.
- c) This Settlement Agreement will be maintained in DPC's internal files indefinitely.

## **5. General**

- a) The Parties agree that they have had ample opportunity to obtain independent legal advice in respect to this agreement and fully understand this Settlement Agreement and that the Parties are making full and final settlement.
- b) This Settlement Agreement is made and will be construed in accordance with the laws of the Province of Ontario and will be to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- c) The Parties have agreed to the signing and exchanging of the Settlement Agreement by email.
- d) All of which is agreed between the Parties.