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BYLAWS OF THE UNITED STATES SKI ASSOCIATION

ARTICLE I

Name, Non-Profit Status, and Corporate Seal

A. The name of this organization shall be the United States Ski Association d/b/a U.S. Ski & Snowboard, and it shall serve as the National Governing Body (hereinafter “the NGB”), recognized by the United States Olympic Committee and International Ski Federation, for skiing and snowboarding in the United States of America.

B. The NGB shall be incorporated under the laws of the state of Utah as a not-for-profit Corporation and it shall be organized so as to qualify as a non-profit, charitable, tax-exempt organization under section 501(c)(3) of the Internal Revenue Code.

C. The NGB shall have no corporate seals unless required by the laws of the State of Utah.

ARTICLE II
Offices and Agent

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4 A. The principal office of the NGB shall be located at 1 Victory Lane, Park City,
5 Summit County, State of Utah, 84060, or at such other location as may be approved by the
6 Board of Directors of the NGB (hereinafter "the Board").
7

8 B. The principal office of the NGB shall also be its registered office. The
9 registered agent of the NGB at such registered office shall be the Chief Executive Officer
10 (CEO) of the NGB or his designee.
11

12 C. The NGB may maintain other offices at such locations as may be approved
13 from time to time by the Board.
14

ARTICLE III
Vision, Mission and Objectives

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4 A. The **vision** of the NGB is to make the United States of America the best in the
5 world in Olympic skiing and snowboarding.

6
7 B. The **mission** of the NGB is to lead, encourage and support athletes in
8 achieving excellence by empowering national teams, clubs, coaches, parents, officials,
9 volunteers and fans.

10
11 C. The objectives through which the NGB shall accomplish its mission shall
12 include the following:

13
14 1. Educating, training, and supporting all members to achieve sustained
15 success in all levels of ski and snowboard competition; and by helping members to use
16 ski and snowboard competition to develop to their highest athletic and personal
17 potential;

18
19 2. Ensuring that all NGB members and staff know and understand the
20 vision, mission and objectives of the NGB;

21
22 3. Serving as the National Governing Body (NGB) for the organization,
23 regulation, and advancement of athletic competition in skiing and snowboarding in the
24 United States of America, as recognized by and in affiliation with the International Ski
25 Federation (FIS) and the U. S. Olympic Committee (USOC);

26
27 4. Achieving and maintaining long-term financial stability;

28
29 5. Establishing, administering and promoting programs dedicated to the
30 development and training of athletes in skiing and snowboarding as a means of
31 healthful recreation, physical fitness and personal growth;

32
33 6. Educating and training members in the techniques of ski and snowboard
34 competition at local, regional, national and international levels;

35
36 7. Implementing a comprehensive annual program of competitions in skiing
37 and snowboarding including entry level, junior and adult competitions, national
38 championships, and such FIS sanctioned competitions as are annually awarded to be
39 conducted in the United States of America;

40
41 8. Developing, revising as appropriate, promulgating, implementing, and
42 enforcing a comprehensive body of competition rules for each skiing and snowboarding
43 discipline including rules of athlete eligibility, in conformity with or supplementary to
44 applicable FIS and USOC rules, and the Ted Stevens Olympic and Amateur Sports Act
45 of 1998;

46
47 9. Fostering and encouraging interest and participation in skiing and
48 snowboarding by both competitive and recreational athletes; and

49
50 10. Serving as a national spokesperson for all disciplines of skiing and
51 snowboarding to represent the legitimate interests of all skiers and snowboarders as a
52 group in the United States of America.

ARTICLE IV
USOC and FIS Compliance

In compliance with the requirements of the FIS and USOC, and the provisions of the Ted Stevens Olympic and Amateur Sports Act of 1998, the NGB shall:

A. at all times be autonomous in the governance of its sport in that it shall independently determine and control all matters central to such governance, shall not delegate such determination and control, and shall remain free from outside restraint;

B. keep membership open to all individuals who are amateur athletes, coaches, trainers, managers, officials, and administrators in skiing and snowboarding and to amateur athletic organizations active in skiing and snowboarding;

C. provide an equal opportunity to amateur athletes, coaches, trainers, managers, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, sex, or national origin, and with fair notice and opportunity for a hearing before declaring any such individual ineligible to participate;

D. ensure that its Board of Directors and any other committees with governance responsibilities are composed of members selected without regard to race, color, religion, national origin, or sex;

E. ensure that its Board of Directors (“the Board”) and any other committees with governance responsibilities include membership and voting strength of eligible athletes on the Board and such committees to be not less than twenty percent (20%). Athlete eligibility shall be consistent with those requirements set forth in the USOC Bylaws as follows:

(1) At least one-half of the individuals serving as athlete representatives shall have competed in the NGB disciplines that are on the sport’s program in the Olympic Games.

(2) Up to one-half of the individuals serving as athlete representatives may have competed in (i) an event or discipline not on the program of the Olympic Games, provided that such event or discipline is recognized by FIS or is regularly included in the international competition program of the FIS.

(3) At the time of election, all NGB athlete representatives shall have demonstrated their qualifications as athletes by having:

(i) Within the ten (10) years preceding election, represented the United States in the Olympic Games, or a World Championship recognized by FIS for which a competitive selection process was administered by the NGB; or

(ii) Within the twenty-four (24) months before election, demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of the NGB’s national championships or have been a member of the NGB’s national team.

(4) Athlete representatives may not be drawn from events that categorize entrants in age-restricted classifications commonly known as “Juniors,” “Masters,” “Seniors,” “Veterans” or other similarly designated age-restricted competition.

1
2 (5) Athlete nominees to the NGB's board of directors, executive committee,
3 and other such governing boards shall be directly selected by athletes who meet the
4 standards set forth above.

5
6 F. provide procedures for the prompt and equitable resolution of grievances of its
7 members;

8
9 G. submit to binding arbitration, conducted in accordance with the commercial
10 rules of the American Arbitration Association, in any controversy involving (i) the recognition of
11 the NGB as an NGB with respect to any component or discipline of skiing or snowboarding, or
12 (ii) the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to
13 participate in amateur athletic competition;

14
15 H. provide for reasonable direct representation on the Board for any other amateur
16 snowsport organization which conducts, on a level of proficiency appropriate for the selection
17 of amateur athletes to represent the United States of America in international amateur athletic
18 competition, a national program or regular national amateur athletic competition, and ensure
19 that such representation shall reflect the nature, scope, quality, and strength of the programs
20 and competitions of such other organization(s) in relation to all other such programs and
21 competitions in skiing and snowboarding in the United States of America;

22
23 I. be a member of no more than one international sports federation which governs
24 a sport included on the program of the Olympic or Pan American Games;

25
26 J. ensure that none of its officers are also officers of any other amateur sports
27 organization which is recognized as a National Governing Body; and

28
29 K. refrain from adopting or maintaining eligibility criteria relating to amateur status
30 which are more restrictive than those of the appropriate international sports federation.
31

ARTICLE V
Membership and Affiliation

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4 A. The NGB shall be a membership organization with membership open to all
5 regardless of race, color, religion, age, sex, or national origin, and who pay such membership
6 fees as the Board shall approve from time to time. As a condition of membership, any member
7 in a position of authority over athletes must have satisfactorily completed criminal background
8 checks and athlete protection education as required by NGB. Further, all members agree to
9 submit to the jurisdiction of NGB with respect to any violation of NGB Rules, Policies and/or
10 Codes of Conduct that occurs during a period when that individual was a member or
11 participating in the affairs of NGB and further agrees that NGB retains jurisdiction over such
12 violations and individual even if such individual ceases to be a member of NGB.
13

14 B. The NGB shall have no voting members, as defined in the Utah Revised
15 Nonprofit Corporation Act. However, the membership of NGB shall consist of the following two
16 classes of non-voting members, whose rights and privileges are set forth in these Bylaws;
17 group members including clubs, divisions, regions and other affiliated entities interested in
18 competitive skiing and snowboarding; and individual members, including athletes, coaches,
19 officials, and other individual members as determined from time to time by the Board.
20

21 C. Subject to individual review and approval by the Board, the NGB shall permit
22 and recognize affiliations with clubs, ski and snowboard industry trade associations, and other
23 organizations involved in skiing and snowboarding that support the purposes of the NGB upon
24 payment of an affiliation fee set from time to time by the Board. An affiliation shall only entitle
25 the club, association or organization to those rights specifically granted by the Board in the
26 resolution granting the affiliation.
27

28 D. Upon written petition by an affiliated amateur sports organization, and upon a
29 finding by the Board that such organization conducts, on a level of proficiency appropriate for
30 the selection of amateur athletes to represent the United States of America in international
31 amateur athletic competition, a national program or regular national amateur athletic
32 competition, and that such programs or competitions are of appropriate nature, scope, quality,
33 and strength in relation to all other such programs and competitions in skiing and
34 snowboarding in the United States of America, the Board shall provide such organization
35 reasonable direct representation on the Board. The requirement of reasonable direct
36 representation may be satisfied in either of the following two ways, at the discretion of the
37 Board: (i) by the creation of a new individual seat or seats on the Board for each such
38 organization; or (ii) by the creation of one or more collective seats on the Board to be shared
39 with other similar organizations, as determined by the Board.
40

41 E. Any membership or affiliation may be suspended or revoked for good cause
42 upon two-thirds (2/3) vote of the Board, provided that such actions shall be subject to the
43 grievance procedures set forth in Article IX, Section A of these bylaws.
44

ARTICLE VI
Government and Operation

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4 A. The Board shall lead the NGB in the pursuit of the realization of its vision and
5 the fulfillment of its mission, rather than managing the activities of the NGB in any particular
6 area or on a day-to-day basis.

7
8 1. The authority and responsibilities of the Board shall include the
9 following:

10
11 (a) The Board shall ensure that the activities of the NGB are guided
12 by clear strategic plans, organizational priorities, and program goals and
13 objectives consistent with the vision, mission and objectives of the NGB.

14
15 (b) The Board shall provide for the management of the NGB by an
16 effective CEO whose performance is regularly evaluated by the Board based
17 upon well-defined criteria. The CEO shall serve at the pleasure of the Board,
18 which shall have full authority to hire, contract with, conduct periodic
19 performance evaluations of, and replace the CEO of the NGB in its discretion.

20
21 (c) The Board shall adopt, and require consistent application of,
22 objectively set systems, policies and procedures for the operation of the NGB.

23
24 (d) The Board shall endeavor to develop and maintain an effective
25 partnership between the paid professional staff and volunteer members of the
26 NGB.

27
28 (e) The Board shall require that the CEO operate and manage the
29 NGB in a manner which is fiscally and legally sound.

30
31 (f) The Board shall set the fiscal year of the NGB, and shall adopt
32 schedules listing all dues, fees, and other charges levied against NGB
33 members and affiliates which the Board deems to be necessary and
34 appropriate.

35
36 (g) The Board shall be responsible for the governance of all
37 disciplines under the jurisdiction of the NGB, and in discharging such
38 responsibility, the Board shall give significant weight to the recommendations of
39 the relevant Sport Committee on any matters specific to a particular discipline.

40
41 (h) The Board shall have the authority and the responsibility to
42 establish, review on an annual basis, regulate, modify, or disband committees,
43 working groups, or task forces, except that the Board shall not be authorized to
44 disband any committee established under these bylaws as a “permanent
45 standing committee.”

46
47 (i) The Board shall, in coordination with the CEO, appoint or
48 nominate the NGB’s representative(s) to the FIS, who shall serve at the
49 pleasure of the Board.

50
51 (j) The Board shall, in coordination with the CEO, appoint or
52 nominate the NGB’s representative(s) to the USOC, who shall serve at the

1 pleasure of the Board. Generally, the Board shall make such appointments prior
2 to each quadrennial of the USOC, but the Board may also do so during an
3 Olympic quadrennial to fill a position vacated by removal, retirement,
4 resignation or otherwise.

5
6 (k) The Board may accept, reject, or terminate jurisdiction of
7 disciplines at the annual meeting of members if, after reasonable public
8 discussion and debate at such meeting, a majority of all members of the Board
9 votes in favor of such action.

10
11 (l) The Board shall appoint all trustees of the United States Skiing
12 Foundation to administer such for the benefit of the NGB development
13 programs.

14
15 (m) The Board shall exercise all such other authority consistent with
16 these bylaws as may be necessary and appropriate to ensure the proper
17 government and functioning of the NGB.

18
19 (n) The Board may make distributions of the assets or income of the
20 NGB to a cooperative non-profit corporation consistent with its charitable,
21 educational purposes and/or for other purposes that further the NGB's
22 corporate interest.

23
24 2. The Board shall be comprised of members in good standing of the NGB
25 who, except for eligible athlete representatives, shall be over twenty-one (21) years of
26 age.

27
28 3. When a Board seat is going to become available due to a current
29 director's term ending, or becomes available due to the resignation or removal of a
30 director, the Board shall have the right, but not the obligation, to provide the
31 Nomination and Governance Committee with a written description of the qualifications,
32 skills, and experiences the Board feels would be beneficial to the corporation in its next
33 director. In any case, regardless of whether or not the Board provides such written
34 description, in case of a vacancy, the Nomination and Governance Committee shall
35 then solicit, review, and if appropriate interview candidates for such Board seat and
36 shall recommend one candidate for the Board to consider in filling each available
37 Board seat as is set forth in Article IV(6)(A) (7)(b) below.

38
39 4. Every director shall be entitled to vote in person on Board business
40 unless the director is designated below as a non-voting *ex officio* member or is
41 ineligible under the NGB's conflict of interest policies. Voting by proxy shall not be
42 permitted. The Board shall be constituted as follows:

43
44 (a) One director representing each of the Sport Committees;

45
46 (b) Six directors from the United States Ski and Snowboard Team
47 Foundation ("USSTF") Board of Trustees;

48
49 (c) One eligible athlete (as that term is defined in Article IV, Section
50 E above) representative for each discipline within the jurisdiction of the NGB
51 which has a concomitant Sport Committee. Each eligible athlete representative
52 shall be selected by a majority vote of the eligible athletes who earned their

1 eligibility competing in the same discipline, or as otherwise provided by the
2 Athletes' Council. The NGB shall assist the Athletes' Council in this election
3 process by, among other things, distributing nomination notices and election
4 materials, providing assistance in vote counting, and otherwise assisting with
5 issues associated with the voting process. In the event that the Board is
6 expanded to a size at which one eligible athlete director per discipline is
7 inadequate to maintain at least twenty percent (20%) eligible athlete
8 membership and voting strength on the Board, then additional eligible athlete
9 seats shall be added to the Board, and such seats shall be filled in accordance
10 with such procedures as are established from time to time by the Athletes'
11 Council;

12
13 (d) One NGB representative to the International Ski Federation (FIS)
14 who shall serve on the Board at the pleasure of the Board, but whose seat shall
15 be considered for reappointment or a new appointment at least once every two
16 (2) years and who shall function in a non-voting *ex officio* capacity.

17
18 (e) Three members of the NGB who shall serve on the Board at the
19 pleasure of the Board, but whose seats shall be considered for reappointment
20 or a new appointment at least once every two years.

21
22 (f) One NGB representative to the United States Olympic
23 Committee (USOC) who shall serve on the Board at the pleasure of the Board,
24 but whose seat shall be considered for reappointment or a new appointment at
25 least once every two (2) years and who shall function in a non-voting *ex officio*
26 capacity.

27
28 (g) One director who is the current elected President or Chairman of
29 the Board of the National Ski Areas Association (NSAA) who shall function in a
30 non-voting *ex officio* capacity;

31
32 (h) One director who is the current elected President or Chairman of
33 the Board of SnowSports Industries of America (SIA) who shall function in a
34 non-voting *ex-officio* capacity;

35
36 (i) One director who is the NGB's athlete-elected representative to
37 the USOC who shall function in a non-voting *ex officio* capacity except at such
38 times as there are an even number of Board seats in existence which carry the
39 right to vote, during which times the athlete-elected representative to the USOC
40 shall be a full voting member of the Board;

41
42 (j) Any representatives of amateur snowsport organizations
43 approved for such representation pursuant to Article V, Section G of these
44 bylaws;

45
46 (k) The Chairman of the NGB;

47
48 (l) The Chairman of the Audit Committee who shall function in a
49 non-voting *ex officio* capacity unless the person holds a voting
50 seat on the Board through other means and;

51
52 (m) The CEO of the NGB who shall serve on the Board for the

1 duration of his/her employment as CEO and shall not be subject to any
2 prescribed term limits.

3
4 5. Except with respect to FIS, USOC, SIA, NSAA and the CEO directors,
5 each director shall serve a regular four-year term, beginning with the annual meeting.
6 Board terms shall be subject to the following provisions:
7

8 (a) Directors may serve for a maximum of two (2) full consecutive
9 terms, unless elected as an officer before the end of a second (2nd) full
10 consecutive term, in which case the director may serve on the Board until the
11 expiration of the term of his/her office. Notwithstanding the foregoing, directors
12 may be reconsidered for re-nomination to the Board after a service gap of four
13 years has elapsed.
14

15 (b) The seat of any director who is elected Vice Chair shall not come
16 up regularly for election until such seat is vacated by such director by either
17 succession to the chairmanship, removal, resignation or failure in a regular
18 election to be retained in such office by the Board.
19

20 (c) Those directors representing the NSAA and SIA shall serve on
21 the Board so long as they satisfy the criteria set forth above for those seats,
22 and shall not be subject to any prescribed term limits.
23

24 (d) Those directors representing the FIS and USOC shall serve on
25 the Board at the pleasure of the Board, and shall not be subject to any
26 prescribed term limits.
27

28 (e) The Board shall provide for staggering of terms on the Board by,
29 from time to time, extending or shortening terms of voting directors such that
30 one-third (other than the CEO) or as near to one third as is practicable shall be
31 seated every other year. Notwithstanding anything in these bylaws to the
32 contrary, action to shorten or extend Board terms to provide for staggering of
33 terms shall require a majority vote of a quorum of the Board.
34

35 (f) In the event a seat representing the USSF or a Sport Committee
36 is vacated prior to the expiration of the regular term for such seat, the USSF
37 Board of Trustees or the relevant Sport Committee shall nominate a slate of up
38 to two (2) replacement nominees for consideration by the Nomination and
39 Governance Committee who satisfy the requirements set forth in these bylaws
40 to serve for the duration of the vacated term.
41

42 (g) In the event the seat of any eligible athlete representative is
43 vacated prior to the expiration of the regular term for such seat, the Athletes'
44 Council shall nominate up to two (2) replacement nominees for consideration by
45 the Nomination and Governance Committee who satisfy the requirements set
46 forth in these bylaws to serve for the duration of the vacated term.
47

48 (h) When a director is elected to fill a vacancy because of the
49 resignation, removal, incapacity, disability or death of a director, if the remaining
50 term is for less than two (2) years, then the director's service during such
51 shortened term shall not count towards the eight-year term limitation; and if the
52 remaining term is for between two (2) and four (4) years, then the director's

1 service during such shortened term shall count as four-years toward the eight-
2 year limitation described above.

3
4 (i) The Board shall be empowered to vote to vacate any term limits
5 set forth herein. Any vote to vacate a term limit shall require a simple majority
6 of directors at any meeting at which a quorum is achieved.

7
8 (j) Any director with the exception of the CEO, may be removed for
9 cause by the Board by the affirmative vote of two-thirds (2/3) of all other
10 members of the Board, after due notice to and opportunity to respond by the
11 respective director. Cause may include, but not be limited to, unexcused
12 absence from two (2) consecutive meetings of the Board.

13
14 6. The Board shall provide a reasonable opportunity during the annual
15 meeting for NGB members to comment upon the actions and policies of the Board and
16 the NGB.

17
18 7. The Board shall form, from among its members, an Executive
19 Committee which shall be empowered to act upon all matters requiring Board attention
20 between meetings of the full Board. The Executive Committee shall have authority to
21 act for the Board only in meetings in which all voting Executive Committee members
22 are participating (either personally or via teleconference), and during such times the
23 Executive Committee shall possess the same powers, authority and responsibilities as
24 the Board. The Executive Committee shall be a permanent standing committee, and
25 shall discharge its responsibilities in accordance with the following provisions:

26
27 (a) The Executive Committee shall consist of five voting members,
28 including the Chairman; the Vice Chair; one eligible athlete selected by the
29 Athletes' Council and two additional members chosen by the Chairman who
30 shall consult with the Nomination and Governance Committee in selecting
31 those two members. The Chairman shall chair the committee. The CEO shall
32 be a non-voting *ex officio* member of the Executive Committee, and shall
33 participate in all meetings. With the exception of the Chair, Vice-Chair, and
34 CEO who shall serve on the Executive Committee as long as they hold their
35 respective positions, members of the Executive Committee shall be considered
36 for re-appointment every two (2) years.

37
38 (b) All actions taken by the Executive Committee must be ratified by
39 the Board at its next meeting where a quorum is present, and if not so ratified,
40 fail and measures taken in support of the action should be reversed to the
41 extent reasonably possible. Ratification may be made through the use of
42 mailed consents in accord with Article VII (B)(5) of these Bylaws.

43
44 8. The Board shall form, from among its members, a Nomination and
45 Governance Committee.

46
47 (a) The Nomination and Governance Committee shall be comprised
48 of five (5) members of the Board, representing a cross-section of backgrounds,
49 selected by the Board Chairman, and shall include at least one eligible athlete
50 representative, selected by the Athletes' Council.

51
52 (b) The Nomination and Governance Committee shall select

1 candidates for the Board to consider as follows: If a vacancy occurs or is about
2 to occur in a position of a director selected from individuals nominated by the
3 Sport Committees, or USSF, that constituency shall nominate up to two (2)
4 individuals to be considered by the Nomination and Governance Committee for
5 selection to be a director. Should a constituent group forward only one
6 nominee, the Nomination and Governance committee shall have the right, but
7 not the obligation, to nominate one other candidate for review. The Nomination
8 and Governance Committee shall review each nominee to the Board to
9 determine his/her ability to provide effective representation and leadership on
10 the Board, including such things as whether such nominee appears to maintain
11 as a principal focus the well-being of the NGB generally rather than any
12 particular interest or issue; and whether he/she possesses the requisite
13 understanding of his/her particular discipline, competitive skiing and
14 snowboarding generally, corporate operations or other matters necessary to
15 provide effective representation on the Board. The Nomination and
16 Governance Committee shall then select a candidate and forward that
17 candidate to the Board for its approval.
18

19 (c) The Nomination and Governance Committee may also be used
20 to assist the Board in appointing any committees created by the Board or which
21 the Board is required to fill under these bylaws.
22

23 (d) The Nomination and Governance Committee shall, at the
24 request of the Chairman, work with the President and CEO to develop and
25 implement an appropriate orientation program for new Directors and continuing
26 education of existing Directors
27

28 (e) The Nomination and Governance Committee shall, at the
29 request of the Chairman, review from time to time the governance structures of
30 the NGB and propose any changes which may be necessary and/or desirable.
31

32 (f) The Nomination and Governance Committee shall be a
33 permanent standing committee.
34

35 9. The Board shall elect, from among its voting members, a Chairman and
36 a Vice Chair, each of whose terms of office shall be four years. The election and duties
37 of the Chairman, Vice Chair shall be as set forth below:
38

39 (a) The Chairman is the highest elective position in the NGB. The
40 responsibilities of the Chairman shall be to preside at all meetings of the Board.
41 The Chairman shall be a full voting member of the Board, and also be an *ex-*
42 *officio* member of all committees. The term of the office of Chairman shall be
43 four years, which shall be timed so that every other term commences at the first
44 annual meeting of members following the most recent Olympic Winter Games.
45 The Chairman may only serve two consecutive four (4) year terms as
46 Chairman. Election of a member to the office of Chairman shall extend the
47 ability of that member to serve on the Board for longer than is permitted
48 pursuant to Article VI(A)(3)(a). The Chairman will not be eligible to receive any
49 honorary awards of the NGB during his/her tenure and until one year after
50 his/her replacement by his/her successor. Any director may nominate any
51 other director for direct election to the office of Chairman. At the time he/she
52 takes office, the Chairman shall vacate his/her former seat on the Board and

1 shall occupy only the seat of the Chairman. His/her former seat shall be
2 deemed vacated and shall be filled in accordance with the procedures set forth
3 in these bylaws for filling mid-term vacancies.
4

5 (b) The Vice Chair shall discharge the duties and obligations of the
6 Chairman in his/her absence. The Vice Chair shall be elected by the Board
7 from among its current members every four years at the annual meeting of
8 members, and at a time prior to the consideration of nominations of new
9 members to the Board. Election of the Vice Chair shall be timed such that
10 every other term of the Vice Chair shall commence at the first annual meeting
11 of members following the most recent Olympic Winter Games. Any director
12 may nominate any other director for the position of Vice Chair. The Vice Chair
13 shall be seated and empowered from the time of his/her election until his/her
14 successor is duly elected.
15

16 (c) Should the Chairman's position be vacated prior to the natural
17 expiration of her/his term, the Executive Committee shall be empowered to
18 meet as soon as practicable to select an interim Chair who will guide the NGB
19 until such time as the Board can elect a replacement Chair. In no event shall
20 the interim Chair so designated serve past the next regularly-scheduled
21 Congress meeting unless she/he is elected to be the permanent replacement or
22 if the Board determines in its discretion to extend her/his term as interim Chair
23 by majority vote.
24

25 B. The NGB shall have a Chief Executive Officer ("CEO") who shall be appointed
26 by and serve at the pleasure of the Board, and who shall be responsible for the management
27 and operation of the NGB and its subsidiaries, in accordance with the general policy directives
28 of the Board.
29

30 1. The CEO shall be responsible for writing or approving job descriptions,
31 employing agents and/or staff, fixing terms of service and compensation, and
32 periodically reviewing the performance of the paid professional staff of the NGB.
33

34 2. The CEO shall be responsible for developing and maintaining an
35 effective partnership between the paid professional staff and the volunteers acting
36 through the Sport Committees.
37

38 3. The CEO is entrusted to conduct the business affairs of the NGB with
39 prudence, good business judgment, and in a financially responsible manner. The
40 CEO, acting in his/her fiduciary capacity, and subject to such restrictions as may be
41 imposed by the Board, is empowered to make whatever financial and management
42 decisions he/she deems to be in the best interest of the NGB, and is specifically
43 empowered, among other things, to do the following absent contrary direction from the
44 Board:
45

- 46 (a) Enter into binding agreements on behalf of the NGB;
 - 47 (b) Borrow funds on behalf of the NGB;
 - 48 (c) Commit the resources of the NGB; and
 - 49 (d) Propose budgets and establish financial controls.
- 50
51
52

1
2 C. The NGB shall have one Sport Committee for each discipline under its
3 jurisdiction that shall work with designated employees to develop plans, strategies and policies
4 for submission to the CEO for the development and operation of their respective disciplines,
5 and to assist the company in the operation of its programs within their respective disciplines.
6 Each Sport Committee shall be a permanent standing committee so long as its respective
7 discipline remains subject to the jurisdiction of the NGB.
8

9 1. Each Sport Committee shall consist of members of the relevant
10 discipline, selected without regard to race, color, religion, national origin or sex, and
11 elected by popular vote of the members of the relevant discipline, unless specifically
12 provided to the contrary below or in Sport Committee operating procedures approved
13 by the Board. Each Sport Committee shall include among its members at least the
14 following representatives:
15

16 (a) One member who is a member coach in the relevant discipline,
17 elected by the members who are member coaches in the relevant discipline;
18

19 (b) One member who is an official in the relevant discipline, elected
20 by the members who are officials in the relevant discipline;
21

22 (c) At least twenty percent (20%) eligible athlete representatives,
23 elected by the eligible athletes who earned their eligibility competing in the
24 relevant discipline;
25

26 (d) The CEO of the NGB, or his/her designated representative(s).
27

28 2. Subject to approval by the Board, a Sport Committee may organize itself
29 and/or its discipline by geographic subdivisions, and may provide that some or all seats
30 on the committee shall be filled by members representing certain geographic
31 subdivisions within the discipline. Geographic subdivisions and Sport Committee
32 structure shall not be established arbitrarily or in such a way as to excessively
33 concentrate representation or authority in any particular geographic subdivision.
34

35 3. Subject to approval by the Board, each Sport Committee shall
36 determine the type and number of its committee officers, and those officers shall be
37 selected by the members of the Sport Committee.
38

39 4. Subject to any restrictions stated expressly in, or necessarily implied by,
40 these bylaws, and to approval by the Board, each discipline shall be entitled to
41 establish its own operational policies and procedures enabling it to conduct its affairs in
42 any manner approved by a majority of its members, including without limitation,
43 organization into geographic subdivisions.
44

45 5. Each Sport Committee shall complete the nomination of its Board
46 representative prior to the commencement of the annual meeting at which the Board is
47 scheduled to elect its officers.
48

49 6. Each Sport Committee shall form a Judicial Committee composed of at
50 least three members. Each discipline's Judicial Committee shall be responsible for
51 considering matters referred to it by the NGB Judicial Committee. Each discipline's
52 Judicial Committee shall also preside over proceedings conducted in accordance with

1 Article IX below, concerning suspension or revocation of the right of members to
2 participate in protected competition, if referred by the NGB Judicial Committee.
3

4 D. There shall be a Judicial Committee appointed by the Board who shall serve for
5 fixed terms. Decisions of the NGB Judicial Committee shall be final and non-appealable within
6 the NGB. The NGB Judicial Committee shall establish policies and procedures not
7 inconsistent with these Bylaws, which shall be approved by the Board.
8

9 1. The composition of the Judicial Committee shall be as follows:
10

11 (1) A member at large of the NGB who shall serve as the Judicial
12 Committee's Chair and who shall have some legal training as a
13 prerequisite for consideration;
14

15 (2) One eligible athlete member selected by the Athletes' Council;
16

17 (3) One discipline representative from the discipline most closely involved in
18 the particular issue before the NGB Judicial Committee, which
19 representative shall be drawn from the discipline's judicial committee
20 and appointed by the Chair of the NGB Judicial Committee and who
21 shall not have participated in the decision at the Sport Committee level.
22

23 2. Nominations for appointment to the Judicial Committee shall be provided to the
24 Board by the Nomination and Governance Committee. In preparing to present
25 such nominations, the Nomination and Governance Committee shall place
26 significant weight on the availability of members under consideration to be
27 located and contacted on short notice during the competition season as well as
28 the members' knowledge of the NGB and of judicial process in general.
29 Members of the Judicial Committee shall be considered every two (2) years for
30 retention and there shall be no limit on the number of terms that can be served.
31

32 3. The Judicial Committee shall be a permanent standing committee.
33

34 E. There shall be an Ethics Committee appointed by the Board. No more than one
35 member of the Ethics Committee may be a director at any one time. The other two members
36 shall be proposed by the Nomination and Governance Committee and approved by the Board
37 and shall be considered every two (2) years for retention and there shall be no limit on the
38 number of terms that can be served. The Ethics Committee shall be responsible for the
39 administration of the written code of conduct and ethical practices promulgated by the Board.
40 The Ethics Committee shall be a permanent standing committee.
41

42 F. There shall be an Athletes' Council which shall broaden communication
43 between the NGB and athletes, and represent to the Board from time to time the interests of
44 the athletes. The Athletes' Council shall be constituted, organized and operated as
45 determined by the vote of the eligible athletes, subject to approval by the Board, and in
46 accordance with the USOC's requirements.
47

48 G. There shall be an Audit Committee appointed by the Board. The Audit
49 Committee's primary duties and responsibilities are to review and appraise the audit efforts of
50 the organization's independent accountants, to provide an open avenue of communication
51 among the independent accountants, management, and the Board of Directors, and to serve
52 as an independent and objective party to review and monitor the organization's financial

1 reports and internal control processes. The Audit Committee shall establish policies and
2 procedures not inconsistent with these Bylaws, which shall be approved by the Board. The
3 Audit Committee shall be a permanent standing committee. Nominations for appointment to
4 the Audit Committee shall be provided to the Board by the Nomination and Governance
5 Committee.
6

1 **ARTICLE VII**

2 **Meetings**

3
4 A. The annual meeting of the NGB pursuant to Utah Code Ann. § 16-6a-701 shall
5 be held in the spring or summer in conjunction with the spring or summer meetings of the
6 Board and the Sport Committees.

7
8 B. The Board shall meet as a body at least once during each fiscal year, in
9 accordance with the following provisions:

10
11 1. An annual meeting of the Board shall be held in conjunction with the
12 annual meeting of members and of Sport Committees in spring or summer.

13
14 2. All regular meeting dates will be established at the prior board meeting
15 with written notice of each meeting to be given at least sixty (60) days prior to each
16 meeting.

17
18 3. Special meetings of the Board may be called by the Chairman or seven
19 (7) directors by written request to the Chairman and Vice Chair. Time, place, reason,
20 and agenda for special meetings will be sent to all directors with a minimum of thirty
21 (30) days notice per meeting, unless an emergency requires less notice. In the event
22 of failure by the Chairman to: (1) call a special meeting of the Board within ten (10)
23 days of written request by seven (7) directors, as described above, or (2) poll the
24 members of the Board and determine that a majority choose not to conduct a special
25 meeting, then the Vice Chair is empowered and required to call such a meeting in the
26 same manner as the Chairman. Special meetings may be conducted and attended
27 either in person, or via teleconference. The only business that may be conducted at a
28 special meeting shall be that which has been contained within the agenda transmitted
29 with the written request discussed above.

30
31 4. All meetings of the Board shall be open to attendance by any interested
32 member in good standing of the NGB, except that the Board may close such meetings
33 for discussion of personnel issues or matters of a legally sensitive nature.

34
35 5. Whenever any notice is required to be given by the Utah Revised
36 Nonprofit Corporation Act, by the Articles or these bylaws, a waiver thereof in writing,
37 signed by the person or persons entitled to the notice, whether before or after the time
38 stated therein, shall be deemed equivalent to the giving of such notice; provided,
39 however, that notice may not be waived for amendments to these bylaws. Attendance
40 of a person at any meeting shall constitute a waiver of notice of the meeting, except
41 where any person attends a meeting for the express purpose of objecting to the
42 transaction of any business because the meeting was not lawfully called or convened,
43 and the person so objects at the beginning of the meeting.

44
45 6. Any action required or permitted to be taken at a meeting of the Board
46 or of a committee of the Board, except for votes to amend the Bylaws of NGB may be
47 taken without a meeting if NGB delivers a written ballot to every Director or Committee
48 member entitled to vote on the matter. A written ballot shall set forth each proposed
49 action and provide an opportunity to vote for or against each proposed action. All
50 written ballots shall (1) indicate the number of responses needed to meet quorum
51 requirements, (2) state the percentage of approvals necessary to approve each matter
52 (3) specify the time by which a ballot must be received by NGB in order to be counted

1 and (4) be accompanied by written information sufficient to permit each person to make
2 an informed decision on the matter presented. Approval by written ballot shall only be
3 valid when those entitled to vote are given at least 15 days from the day on which the
4 notice is mailed and the number of approvals equals or exceeds the number of votes
5 that would be required to approve the matter at a meeting at which the total number of
6 votes cast was the same as the number of votes cast by ballot.
7

8 7. In the event of a procedural dispute, Robert's Rules of Order, most
9 current edition, will be consulted and will govern. In the event of any ambiguity or
10 deficiency in these bylaws, the Board shall adopt an interpretation of the provision at
11 issue by majority vote.
12

13 8. The Chairman shall arrange for the taking of minutes at all meetings of
14 the Board and at the annual meeting of members and will certify that they represent an
15 accurate meeting history. Minutes of all meetings will be distributed to all directors,
16 and be made available upon request to all members within thirty (30) days of each
17 meeting.
18

19 C. The Sport Committees shall meet at least once during each fiscal year, and all
20 meetings of each Sport Committee shall be governed by the following provisions and any
21 procedures adopted by the Sport Committee which do not conflict with these bylaws:
22

23 1. The Sport Committees shall meet once in conjunction with the annual
24 meeting in spring or summer.
25

26 2. All meeting dates will be established at the prior Sport Committee
27 meetings, with written notice of each meeting to be given at least sixty (60) days prior
28 to each meeting.
29

30 3. The Sport Committees may establish additional meeting schedules, and
31 procedures for calling special meetings, so long as such schedules and procedures do
32 not conflict with these bylaws.
33

34 D. Any member of the Board or any Sport Committee not physically present at a
35 meeting may participate in such meeting by the use of any telecommunications system that
36 enables him/her to engage in two-way communication with all of the other directors taking part
37 in the meeting, and shall be deemed present in case of such participation.
38

39 E. At any meeting of the Board or any permanent standing committee, a quorum
40 shall consist of a majority of all directors or members of the committee entitled to vote. A
41 meeting at which a quorum is initially present may continue to transact business
42 notwithstanding the withdrawal of directors or committee members if any action taken is
43 approved by a number which would constitute at least a majority of the required quorum;
44 provided that the following actions can only be taken when a full quorum is present: (i) election
45 of officers; (ii) approval of annual budgets by the Board; and (iii) such other issues as may be
46 designated elsewhere in these bylaws as requiring a certain number of votes or attendees.
47

1 **ARTICLE VIII**
2 **Conflict of Interest and Ethical Practices**
3

4 A. The Board shall adopt a written code of conduct and ethical practices for the
5 NGB that shall include the requirement that each officer and member of the Board and of each
6 Sport Committee, as well as senior staff members, annually agree in writing to abide by such
7 code. The code may be amended from time to time by the Board as it may deem advisable.
8

9 B. The Code shall be administered by the Ethics Committee, and shall include at
10 least the following restrictions:
11

12 1. Any officer of the NGB, or member of the Board, or of any Sport
13 Committee, who has a financial interest in any contract or transaction involving the
14 NGB shall have no vote with respect to approval of such contract or transaction; and
15

16 2. No NGB member shall receive any form of compensation or
17 reimbursement of travel expenses from the NGB unless specifically authorized by the
18 Board. Directors may be reimbursed for travel expenses incurred attending Board
19 meetings, upon demonstration of financial need and subject to Board approval.
20

ARTICLE IX
Grievances, Suspensions and Appeals

A. Grievances. Every member of the NGB shall have the right to pursue written grievances concerning actions by the NGB, its Board, any of its committees, or any of their members acting in their official capacities in accordance with the procedures set forth below:

1. A grievance shall be defined as an allegation by a member that the NGB, its Board, any of its committees or any member while acting in an official capacity has violated the Articles of Incorporation or bylaws of the NGB or the official written policies and procedures of the NGB, or has failed to discharge its obligations as a National Governing Body under the USOC Bylaws or the Amateur Sports Act. The grievance procedures set forth in this Section A do not apply to the NGB staff employment issues, Competition Jury appeals, Team Selection appeals or Suspensions or to matters falling within the jurisdiction of the United States Center for SafeSport. Grievances do not include complaints against or disapproval of policy decisions of the Board, and the NGB Judicial Committee shall respond to any effort to raise such issues in the form of a grievance by notifying the complainant in writing that the NGB Judicial Committee lacks jurisdiction over policy decisions, and that such issues should be brought to the attention of the CEO, the relevant Sport Committee, or the Board through a Board member or during the open comment period of the annual meeting. The NGB Judicial Committee may decline to consider a grievance, and instead refer the complaining party to the USOC's dispute resolution process if the matter complained of does not affect or concern the ability of a member to pursue athletic excellence within the NGB.

2. A complainant may initiate the grievance process by filing a written complaint with the principal office of the NGB. The Complaint shall include the following:

(a) The identity of the complainant;

(b) The identity of the member(s), Board(s), or committee(s) of the NGB against whom the grievance is directed (hereinafter collectively the "Respondents");

(c) A short and plain statement of the facts giving rise to the grievance, including the action at issue, the Articles of Incorporation, Bylaws or official written policies or procedures adopted by the Board which are alleged to have been violated by the action, the parties involved in the action, the harm to the complainant as a result of such action, and the relief sought;

(d) The signature of the complainant (and the signature of his/her parent or legal guardian if he/she is under eighteen (18) years of age); and

(e) Any reasonable filing fee adopted in advance by the Board.

3. Within ten (10) days of receiving the Complaint, a member of the NGB Judicial Committee shall notify the Complainant in writing whether the NGB Judicial Committee shall hear the Complaint, refer it to a lower body, or decline to consider it entirely for the reasons set forth above. Normally, if the NGB Judicial Committee does not decline to consider the matter in its entirety, it shall refer the matter to a Sport

1 Committee Judicial Committee for disposition. Notwithstanding the foregoing, the NGB
2 Judicial Committee may choose to hear the matter if it is urgent or concerns a matter of
3 great significance to the NGB.
4

5 4. Regardless of whether or not the NGB Judicial Committee chooses to
6 hear the matter or refers it to a lower body, within thirty (30) days of receiving the
7 Complaint, a member of the appropriate Judicial Committee shall complete an
8 investigation and written report of the findings of his/her investigation, which report
9 shall contain a preliminary ruling. The report and preliminary ruling shall be provided to
10 the Complainant, Respondent, and the full body of the appropriate Judicial Committee.
11

12 5. Within ten (10) days of delivery of the report and preliminary ruling, the
13 Complainant or any Respondent may demand a hearing by submitting written notice of
14 such demand and any reasonable filing fee adopted in advance by the Board to the
15 CEO, who shall in turn immediately forward copies of such notice to the Judicial
16 Committee responsible for preparing the preliminary ruling. If the Complainant has
17 already been afforded a hearing by a lower tribunal, the NGB Judicial Committee may
18 decline to conduct a second hearing and will focus its review only on the adequacy of
19 the process and the reasonableness and appropriateness of the result afforded by the
20 lower tribunal based upon the written record. If the appropriate Judicial Committee
21 grants either party's request for a hearing, it shall be scheduled and conducted at such
22 time as is convenient for the committee and all parties, but in any event not more than
23 one hundred twenty (120) days after the demand for hearing is made, unless all parties
24 consent in writing to such delay. If the committee and the parties are unable to agree
25 upon a convenient location for such hearing, then the hearing shall be conducted at the
26 principal office of the NGB, but in such event, any party or member of the Judicial
27 Committee may then participate in the hearing via telephone or video-conference. If no
28 party demands a formal hearing, the report and preliminary ruling shall become final.
29

30 6. Each party shall have the following rights during the hearing:
31

32 (a) To be assisted or represented by legal counsel of the party's
33 choosing;
34

35 (b) To call witnesses and present oral and written evidence and
36 argument which the hearing panel, during the hearing, deems relevant;
37

38 (c) To confront and cross-examine adverse witnesses; and
39

40 (d) To have an audio, video or stenographic record made of the
41 hearing at the party's own expense.
42

43 7. Within fifteen (15) days of the formal hearing, the committee shall issue
44 written findings and conclusions, and shall issue its order, if any, along with a written
45 explanation of the reasons for its order. If prepared by the NGB Judicial Committee
46 the order so entered shall be non-appealable within the NGB.
47

48 8. The prevailing party in any grievance shall be entitled to a refund of any
49 filing fees he/she has paid during the course of the grievance procedure.
50

51 **B. Team Selection.** Any member who believes that he/she has wrongfully been
52 denied membership on any team whose members are selected through participation in

1 “protected competition,” as that term is defined in the USOC Bylaws, shall be entitled to appeal
2 such decision in accordance with the following procedures:
3

4 1. As soon as possible after receiving notice of an adverse team selection
5 decision (but in all cases within three (3) days of any written notice of such decision,
6 unless the third day falls on a weekend or holiday, in which case such deadline shall be
7 extended until the next business day), a member who believes that such decision was
8 arbitrary or unreasonable shall file a written appeal with the CEO of the NGB. The
9 written appeal may be filed in person, via facsimile, electronic mail, by regular mail or
10 by other overnight delivery service. Failure to timely file such an appeal shall be
11 deemed a waiver of any objections to the Team Selection decision, and that decision
12 shall then become final and non-appealable within the NGB. The written appeal shall
13 include the following:
14

15 (a) The identity of the appellant;

16 (b) The identity of the NGB representative apparently responsible for
17 the decision (hereinafter collectively the “appellee”);
18

19 (c) A statement identifying whether the appeal requires action within
20 five (5) days, and if so, the reasons why “urgent” attention is required;
21

22 (d) Citation of the criteria, standards or other material which the
23 appellant contends NGB was obliged to follow in rendering the decision at
24 issue;
25

26 (e) A short and plain statement of all facts which the appellant
27 contends demonstrate his/her satisfaction of the selection criteria at issue, and
28 any other facts which the appellant contends demonstrate that the decision was
29 not in accord with the published team selection procedures and criteria; and
30

31 (f) The signature of the complainant (and the signature of his/her
32 parent or legal guardian if he/she is under eighteen (18) years of age).
33

34 2. Upon receiving the written appeal, the CEO shall immediately distribute
35 a copy of the appeal to each member of the NGB Judicial Committee. Within ten (10)
36 days of receiving the Complaint, a member of the NGB Judicial Committee shall notify
37 the Complainant in writing whether the NGB Judicial Committee shall hear the matter
38 or refer it to a lower body for disposition.
39

40 3. If the appeal is urgent (i.e., requires a decision within five (5) days), the
41 NGB Judicial Committee shall convene a hearing via teleconference as soon as
42 possible which shall include as many members of the Judicial Committee as can be
43 gathered for the emergency teleconference after best efforts to obtain a quorum, and
44 shall also include the aggrieved member and appellee if possible.
45

46 4. If the appeal is not urgent, the appropriate Judicial Committee shall
47 schedule a hearing either in person or via teleconference at the earliest time
48 convenient for members of the Judicial Committee, the aggrieved member and the
49 appellee, and shall provide written notice of the date, and time for the hearing. Any
50 person entitled to participate in the hearing may do so via teleconference.
51
52

1 5. Notwithstanding anything herein to the contrary, if the urgency of the
2 appeal requires a decision before a quorum of the appropriate Judicial Committee can
3 be gathered despite best efforts to obtain a quorum, then the decision of those Judicial
4 Committee members who were able to participate in the hearing shall be final, and
5 shall not be subject to attack on the basis that a quorum was not present.
6

7 6. In any hearing conducted under this section, the aggrieved member
8 shall have the same rights afforded complainants with grievances under Section A,
9 paragraph 6 of this Article.
10

11 7. In any hearing conducted under this section, the Judicial Committee
12 shall affirm the team selection decision at issue unless the aggrieved member proves
13 by clear and convincing evidence that the decision was not in accord with the
14 published team selection procedures and criteria.
15

16 **C. Non-Disciplinary Start Right and Participation Appeals.** Any member of the
17 NGB who claims that he/she is threatened with denial by the NGB or its representatives of the
18 right to start or participate in any protected competition shall be entitled to review of such
19 decision in accordance with the procedures set forth in this Section. The following procedures
20 shall not apply to alleged denials of start rights or participation rights arising out of disciplinary
21 proceedings conducted in accordance with Section D of this Article or to matters falling within
22 the jurisdiction of the United States Center for SafeSport.
23

24 1. The officer, representative or staff member of the NGB responsible for
25 determining start or participation rights for any protected competition must immediately
26 notify any member with any expectation of competing or participating in such
27 competition of any decision limiting or blocking such member's competition or
28 participation in the event, and must provide reasons for the decision.
29

30 2. As soon as possible after receiving notice that he/she will not be
31 permitted to start or participate in a protected competition (but in all cases within three
32 (3) days of any written notice of such decision, unless one or more of the days is a
33 weekend or federal holiday, in which case such deadline shall be extended so as to
34 afford the member the benefit of three business days), a member who believes that
35 such decision was improper shall file a written appeal with the CEO of the NGB. The
36 written appeal may be filed in person, via facsimile, by electronic mail, regular mail or
37 by other overnight delivery service. Failure to timely file such an appeal shall be
38 deemed a waiver of any objections to the decision, and that decision shall then
39 become final and non-appealable within the NGB. The written appeal shall include the
40 same information required under Section B, paragraph 1(a) through 1(f) of this Article.
41

42 3. Upon receiving the written appeal, the CEO shall immediately distribute
43 a copy of the appeal to each member of the NGB Judicial Committee.
44

45 4. If the appeal is urgent (i.e., requires a decision within five (5) days), the
46 NGB Judicial Committee shall convene a hearing via teleconference as soon as
47 possible which shall include as many members of the Judicial Committee as can be
48 gathered for the emergency teleconference, after using best efforts to obtain a quorum,
49 and shall also include the aggrieved member and appellee if possible.
50

51 5. If the appeal is not urgent, the NGB Judicial Committee may refer the
52 matter to a lower body within the NGB for disposition. In that case, the appropriate

1 Judicial Committee shall schedule a hearing either in person or via teleconference at
2 the earliest time convenient for members of the Judicial Committee, the aggrieved
3 member and the appellee, and shall provide written notice of the date, time and type of
4 hearing. Any person entitled to participate in the hearing may do so via
5 teleconference.
6

7 6. Notwithstanding anything herein to the contrary, if the urgency of the
8 appeal requires a decision before a quorum of the Judicial Committee can be gathered,
9 then the decision of those Judicial Committee members who were able to participate in
10 the hearing shall be final, and shall not be subject to attack on the basis that a quorum
11 was not present.
12

13 7. In any hearing conducted under this section, the aggrieved member
14 shall have the same rights afforded complainants with grievances under Section A,
15 paragraph 6 of this Article.
16

17 8. In any hearing conducted under this section, the Judicial Committee
18 shall affirm the decision at issue unless the aggrieved member proves by clear and
19 convincing evidence that the decision was improper.
20

21 9. If the NGB Judicial Committee refers the matter to a lower body for
22 disposition, and the aggrieved member demands review of that body's decision, if a
23 quorum of the NGB Judicial Committee can be gathered to meet in person or via
24 teleconference prior to the start of the competition at issue, the aggrieved member
25 shall be entitled to have the decision of the lower body reviewed. In any such appeal,
26 the decision of the lower body shall be entitled to deference and shall be affirmed
27 unless the aggrieved member proves by clear and convincing evidence that the
28 decisions below were arbitrary or unreasonable.
29

30 **D. Suspension from Participation in Competition.** The NGB shall not, through
31 its officers, employees, representatives or otherwise, suspend any member for disciplinary
32 reasons (including violations of the NGB Code of Conduct or the provisions of any contract
33 between the member and the NGB) from participating or competing in any future "protected
34 competition" (as defined in the USOC Bylaws) without fair notice and the opportunity for a
35 hearing concerning such action as set forth below. These procedures shall not apply to any
36 matter falling within the jurisdiction of the United States Center for SafeSport.
37

38 1. General Provisions. Credible allegations that any member has violated
39 any relevant federal, state or local law in connection with his/her participation in NGB
40 activities, has violated NGB codes of conduct or agreements with the NGB, or other
41 policies of the NGB and that such conduct warrants disciplinary action including
42 suspension of competition eligibility may be presented to any member of the NGB
43 Judicial Committee, or the CEO or his/her designee. Upon receipt of such credible
44 allegations, it is the duty of such person to immediately notify the Chairman of the
45 Board of Directors and the CEO of the same.
46

47 2. Long-term Suspension Proceedings. If the CEO or his/her designee
48 determines that the member who is subject to any allegations contemplated by
49 paragraph 1 (i) may be eligible to compete in a competition under the jurisdiction of the
50 NGB, FIS or USOC which is scheduled to occur more than fifteen (15) days from the
51 date the CEO or designee receives the allegations, or (ii) may be subject to sanctions
52 including suspension from more than one such competition in which that member is

1 objectively qualified to participate, the NGB shall comply with the following procedures:

2
3 (a) The CEO or his designee shall immediately cause the NGB staff
4 to refer any such allegations referenced in Paragraph 1 of this Section D and
5 any documents or materials relevant to those allegations to the NGB Judicial
6 Committee.

7
8 (b) The NGB Judicial Committee may consider the matter or may
9 refer it to a lower body within the NGB for disposition. In either case, one
10 member of the appropriate Judicial Committee shall prepare and transmit to the
11 NGB CEO and the member written notice of proposed disciplinary proceedings
12 via overnight delivery service or other similar, verifiable delivery method which
13 notice shall include the following:

14
15 (i) identity of the member at issue;

16
17 (ii) citation of any rules, laws, codes of conduct, policies or
18 provisions of any agreement between the member and the NGB which
19 the member is alleged to have violated;

20
21 (iii) factual basis for such allegation;

22
23 (iv) the maximum potential sanction; and

24
25 (v) proposed time, date and place of the hearing (which shall
26 be scheduled to begin at least seven (7) days before any affected
27 competition, but no more than thirty (30) days after the date of the
28 notice). The time, date and place of the hearing may be subsequently
29 modified by the CEO or his/her designee if necessary to accommodate
30 the schedules of parties, witnesses and other participants, provided
31 however, that the hearing shall not be moved or rescheduled if doing so
32 would prevent participation by the member at issue or prevent the
33 hearing from being concluded at least forty-eight (48) hours before any
34 affected competition.

35
36 (c) The designated member of the appropriate Judicial Committee
37 shall conduct such investigation as he/she deems necessary and shall prepare
38 a written report of findings and recommendations, which shall include a short
39 and plain statement of the operative facts, set forth in numbered sentences or
40 paragraphs, which would form the basis for any disciplinary action. This report
41 shall be transmitted to the appropriate Judicial Committee and the member no
42 less than forty-eight (48) hours prior to the start of the hearing.

43
44 (d) At any disciplinary hearing, the designated member of the
45 appropriate Judicial Committee shall be responsible for presenting all evidence
46 of wrongdoing against the member to the balance of the appropriate Judicial
47 Committee. The designated member shall have voice but no vote at the
48 hearing.

49
50 (e) The appropriate Judicial Committee shall conduct a hearing at
51 the appointed time and place in which the participants shall have the rights set
52 forth in Section A, paragraph 5 of this Article. The appropriate Judicial

1 Committee may suspend or revoke a member's right to participate in protected
2 competition only if it finds by a unanimous vote (if the panel is composed of
3 three members) or a majority vote (if the panel is composed of five or more)
4 that a preponderance of the evidence shows the member has, in fact, engaged
5 in conduct which violated applicable laws while representing the NGB or in
6 connection with his/her participation in NGB activities, or has violated NGB
7 codes of conduct, policies or agreements with the NGB.
8

9 (f) At least twenty-four (24) hours before any affected competition,
10 but in no event more than fifteen (15) days after the hearing, the appropriate
11 Judicial Committee shall issue a written decision dismissing the allegations
12 against the member, or imposing such disciplinary action as the Panel finds
13 necessary or appropriate.
14

15 (g) The foregoing procedures need not be followed, and the
16 appropriate Judicial Committee may summarily impose sanctions including
17 suspension or revocation of the member's right to compete if the member at
18 issue waives his/her right to such procedures in writing, which shall be deemed
19 to be an admission of the allegations.
20

21 3. Emergency Suspension Procedures. If the CEO or his/her designee
22 determines that the member who is the subject of any allegations contemplated by
23 Paragraph 1 of this Section D above may be eligible to compete in a competition under
24 the jurisdiction of the NGB, FIS or USOC which is scheduled to occur within fifteen (15)
25 days, the CEO or his/her designee shall comply with the following procedures:
26

27 (a) The allegations at issue shall immediately be transmitted to all
28 available members of the NGB Judicial Committee. Any member of the NGB
29 Judicial Committee who receives such allegations, and on the basis thereof,
30 believes that the clear and convincing evidence demonstrates that emergency
31 suspension is necessary or appropriate, may cause the NGB staff to provide
32 oral and, if possible, written notice of that decision and proposed action, and
33 shall specifically identify the competition from which the member is proposed to
34 be excluded. The decision must be based on clear and well-documented
35 evidence that the member has violated federal, state or local laws, codes of
36 conduct or policies approved by the NGB.
37

38 (b) The proposed action shall not deprive the member of the right to
39 participate in more than one competition.
40

41 (c) The member shall have the right to seek review of the
42 suspension before it is carried out by providing to the CEO or his/her designee
43 oral, and if possible, written notice of his/her intent to appeal within twelve (12)
44 hours of notice of a suspension is received. Absent such notice, the proposed
45 suspension shall be carried out. If the member notifies the CEO of his/her
46 intention to appeal, the CEO shall immediately refer the matter to the NGB
47 Judicial Committee for disposition.
48

49 (d) If review is demanded by the member, the suspension must be
50 approved by a majority of those NGB Judicial Committee members who,
51 through the best efforts of the NGB, can be contacted prior to the competition
52 and who have a reasonable opportunity to hear both the member and any

1 responsible NGB representative present and address the charges, personally
2 or via telephone or fax.
3

4 (e) Judicial Committee members may approve the suspension only
5 if the evidence demonstrates that it is the result of clear and well-documented
6 allegations that the member has violated any code of conduct or policy
7 approved by the NGB or any applicable federal, state or local law. In addition, if
8 the Judicial Committee determines that further action is appropriate, it shall
9 initiate long-term disciplinary proceedings in accordance with Paragraph 1 of
10 this Section.
11

12 (f) Notwithstanding anything herein to the contrary in this Section 3,
13 or any of its subparagraphs, if the urgency of the request for review requires a
14 decision before the entire Judicial Committee can be gathered, then the
15 decision of those Judicial Committee members who are able to participate in
16 the hearing shall be final, and shall not be subject to attack on the basis that
17 fewer than three panel members participated.
18

19 **E. Competition Jury Appeals.** Any member aggrieved by the decision of any
20 competition jury shall have the right to appeal such decision in accordance with the
21 competition jury appeal policies and procedures established and adopted by the relevant Sport
22 Committee and approved by the Board, which procedures shall comport with general
23 principles of fairness, efficiency, due process and FIS regulations where applicable.
24

25 **F. USOC Review and Arbitration.** Any member who alleges that he/she has
26 been denied the right to compete in any protected competition as defined in Article I, Section
27 1.3(P) of the USOC Bylaws shall have the right to petition the USOC and pursue all remedies
28 available under the USOC Bylaws, including arbitration.
29

ARTICLE X
Indemnification

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2
3 A. The members of the Board, as a board and individually, and the members of
4 each permanent standing committee, as a committee and individually, are specifically held
5 harmless by the NGB and its membership for all actions taken in good faith on behalf of the
6 NGB, including omissions, unless found culpable in a court of law of willful malfeasance, illegal
7 activity or gross negligence, in which case the NGB shall be entitled to recover any payments,
8 costs or expenses incurred in the defense, compromise or settlement of any claims or suits
9 against such member prior to such finding.

10
11 B. The NGB hereby indemnifies its officers, board members and Sport Committee
12 members, individually and in their official capacities, for any liability incurred as a result of their
13 positions in the organization or actions taken on behalf of the organization, with the following
14 inclusions and limitations:

15
16 1. The amount of liability for which indemnification is provided includes any
17 amounts reasonably spent in defense of or in settling any action or proceeding,
18 whether actual or reasonably believed to be threatened, against the officer or director.

19
20 2. The actions and proceedings to which this section applies include civil
21 or criminal actions. However, in the case of criminal action, indemnification is limited to
22 the amount reasonably necessary to defend against the action or proceeding and to
23 pay any fines that may be levied against the officer or director.

24
25 3. No indemnification will be provided where an officer, director, Sport
26 Committee member or other member is adjudicated to be liable and a central reason
27 for this finding is that he/she acted in bad faith. No indemnification will be provided
28 where he/she is found to have personally and substantially benefited from his/her
29 actions and these actions in any way injured the NGB or placed it at risk of injury.
30 Where the officer, director or member has not been adjudicated to be in bad faith and
31 where his/her actions did not injure or threaten to injure the NGB, no indemnification
32 will be provided to the extent that the officer or director personally profited as a result of
33 his/her actions.

34
35 4. No indemnification will be provided to an officer, director or member
36 where the liability was the result of an action initiated by that person and where the
37 initiation of the action was unauthorized by the Board or these bylaws.
38

ARTICLE XI
Amendments

1
2
3
4 A. Amendments to these bylaws may be proposed by either (i) any three members
5 of the Board; or (ii) written petition of a majority of the members of any Sport Committee; or (iii)
6 written petition signed by at least one and one-half percent (1½%) of the members of the NGB
7 in good standing.

8
9 B. Proposed amendments shall be presented to the NGB national office in writing
10 at least sixty (60) days before any properly noticed meeting of the Board, except as permitted
11 otherwise in Section D of this Article, and shall be mailed by the NGB office to all members of
12 the Board and Sport Committee members, and made available upon request to all other
13 members, at least thirty (30) days before the annual meeting of members.

14
15 C. Proposed amendments shall be presented as follows:

16 1. State who is proposing the amendments.

17
18 2. State in writing that portion of the existing text in its entirety, inclusive of
19 all portions which are to be considered for change.

20
21 3. Within the text of the above statement in 2., show any new phrases or
22 addenda with all words to be added underlined thus: new verbiage.

23
24 4. Within the text of the above statement in 2., show any dropped phrases
25 or deletions with all words to be deleted stricken through thus: ~~deleted verbiage~~.

26
27 5. The proposed amendment must be accompanied by a brief explanation
28 of the reasons for the proposed amendment, and the effect of the change, if adopted.

29
30
31 D. Unless withdrawn, proposed amendments which have been prepared less than
32 sixty (60) days and circulated less than thirty (30) days in advance of meetings at which such
33 matters would otherwise be considered shall automatically be placed on the agenda for action
34 at the next meeting of the Board which is at least thirty (30) days after the date of mailing of
35 such proposed amendment.

36
37 E. Amendments to these bylaws may be adopted only by the affirmative vote of
38 two-thirds (2/3) of the full Board of the NGB.

39
40 F. Any amendment of these bylaws shall become effective forty-five (45) days
41 from the date of adoption by the Board as set forth above unless a referendum is called on the
42 amendment, in which case the amendment shall take effect only upon approval by the general
43 membership of the NGB as follows:

44
45 1. Members in good standing who are not ineligible to vote under Article V,
46 Section E of these bylaws may call a referendum on any amendment to these bylaws
47 which has been adopted by the Board as set forth above by filing a petition calling for
48 such a referendum signed by five percent (5%) of the members in good standing of the
49 NGB as reflected on the membership rolls as of the end of the most recent
50 membership year. The petition shall include all information required to accompany a
51 proposed amendment under Section C of this Article. Failure to obtain signatures from
52 five percent (5%) of the members in good standing shall render the referendum null

1 and void, and the amendment shall take effect as though there had been no attempt to
2 call a referendum.

3
4 2. Within sixty (60) days of an effective referendum call, the NGB shall mail
5 to all members in good standing a ballot which shall include all information required to
6 accompany a proposed amendment under Section C of this Article along with a
7 statement by the Board describing its reasons for supporting the amendment, and a
8 similar statement by the members responsible for the petition describing their reasons
9 for opposing the amendment. The ballot shall provide space for members to approve
10 or disapprove the amendment adopted by the Board and shall state that it must be
11 received by the NGB within thirty (30) days of the date of mailing by the NGB to be
12 considered.

13
14 3. The vote of a majority of those members returning ballots to the NGB
15 national offices within thirty (30) days of the date such ballots were mailed by the NGB
16 shall carry the decision. Upon approval by a majority of those members returning
17 ballots, the amendment shall become effective immediately. Upon disapproval by a
18 majority of those members returning ballots, the Board's adoption of the same shall be
19 nullified and the proposed amendment shall be defeated.
20

ARTICLE XII
Dissolution

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4 The NGB may dissolve only by an affirmative vote of the Board and Sport Committees
5 in the manner and proportions described below. Each director and each Sport Committee
6 shall be given notice of a special meeting called for the purpose of dissolution in the manner
7 prescribed herein for special meetings. At a special meeting of the Board, three-quarters (3/4)
8 of all then current directors must approve the proposed dissolution. Within ninety (90) days
9 following Board approval of the dissolution, two-thirds (2/3) of all Sport Committee members,
10 either voting by mail or in person at the called meeting, must approve the proposed
11 dissolution. In the event of dissolution, the disposal of the assets of the NGB shall devolve
12 upon the Board. No part of the assets, income, or net earnings of the NGB shall inure to the
13 benefit of any NGB members or directors or any other individual.
14
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19 Amendments ratified 9/19/18
20 Amendments effective 11/3/18