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## FOURTH AMENDED AND RESTATED BYLAWS OF KALAMAZOO OPTIMIST HOCKEY ASSOCIATION, INC.

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### ARTICLE 1 OFFICES

1.01 *Principal Office.* The principal office of the corporation shall be at such place within the State of Michigan as the board of directors may determine from time to time.

1.02 *Other Offices.* The board of directors may establish other offices in or outside the State of Michigan.

### ARTICLE 2 MEMBERS

2.01 *Purpose of the Corporation.* The corporation is a Michigan nonprofit corporation that will apply to be exempt (or retain an exemption) from federal income tax as a charitable organization under section 501(c)(3) of the Internal Revenue Code. The corporation's purpose is to provide every boy and girl in Southwest Michigan the opportunity to enjoy and excel at the game of hockey. The corporation may exercise any power permitted under the Michigan Nonprofit Corporation Act for those purposes, but only to the extent permitted by a corporation (a) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code. The corporation has not been formed for pecuniary profit or gain. None of the corporation's assets, income or profit may inure to the benefit of officers, directors, or any other person to whom inurement is prohibited by law. The corporation may not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any public office candidate. The corporation may not have any substantial part of its activities be the influencing of legislation.

2.02 *Classification.* Members of the corporation shall be classified as either full members or associate members as follows:

- (a) The parent(s) or guardian(s) of each player who registers to participate in the activities of the corporation and pays such fees which are from time to time assessed as a requirement for such participation or causes such fees to be paid, in each case as they become due and payable, shall thereupon be automatically classified as a full member for the fiscal year of the corporation in which the player is so registered.
- (b) The board of directors may, in its discretion, classify such other individuals and entities who participate in the activities of the corporation as either full members or associate members.

2.03 *Conversion.* An associate member shall attain the status of a full member only upon (a) the affirmative vote of the full members or (b) the resignation from or revocation of membership status, death or dissolution of all of the full members, so that, if not for the conversion of associate members into full members, there would be no full members; in such case, all of the associate members shall thereupon immediately and automatically become full members.

2.04 *Nontransferability.* Memberships in the corporation shall not be transferable in any manner whatsoever.

2.05 *Resignation, Revocation, Death or Dissolution.* A member may resign his, her, their or its membership status by written notice to the secretary of the corporation, which resignation shall be effective upon receipt by the corporation or at a subsequent time as set forth in the notice. Membership status may be revoked at any time, for any reason (including the failure to pay any fees assessed as a requirement for participation in the activities of the corporation or causing such fees to be paid when due and payable) or for no reason, with or without cause, by the affirmative vote of the full members and, in the case of any member who is so classified pursuant to section 2.02(b), by the affirmative vote of the board of directors, which revocation shall in each such case be effective immediately upon such vote. Membership status shall automatically terminate upon the death or dissolution of a member. At the request of a member whose membership status has been revoked as provided in this section 2.04, the board shall promptly thereafter meet with the member at a time and place that is mutually convenient for those participating in the meeting to discuss the revocation of his, her, their or its membership status. Such other person(s) as shall be invited by the board, in its sole and absolute discretion, may attend the meeting for the purpose of participating in such discussion; no other person(s) shall attend the meeting. In the event that, as a result of such discussion, the member establishes to the satisfaction of the board that the revocation of his, her, their or its membership status is unwarranted, the board shall rescind such revocation and take such other action, if any, as shall be warranted in its sole and absolute discretion.

2.06 *Place of Meetings.* Meetings of the members shall be held at the registered office of the corporation or at such other place, within or outside the State of Michigan, as may be determined from time to time by the board of directors, provided that, if a meeting of the members is to be held at a place other than the registered office, the notice of the meeting shall designate such place.

2.07 *Annual Meeting.* Annual meetings of the members for such business as may come before the meeting (including the election of the directors of the corporation) shall be held in April of each year, at such time as may be fixed by the board of directors, or at such other time within the four (4) months succeeding the end of the corporation's fiscal year as may be designated by the board of directors and stated in the notice of the meeting. If the annual meeting is not held at the time specified, the board of directors shall cause the meeting to be held as soon thereafter as is convenient.

2.08 *Special Meetings.* Special meetings of the members may be called by the chairperson of the board, the president or the secretary and shall be called by one of them pursuant

to a resolution therefor by the board of directors, or upon receipt of a request in writing, stating the purpose or purposes thereof, and signed by at least ten percent (10%) of the full members.

2.09 *Notice of Meetings.* Written notice of the time, place and purpose of any meeting of the members shall be given to the members not less than ten (10) and not more than sixty (60) days before the date of the meeting. Such notice may be given either by delivery in person to the members, mailing such notice to the members at their addresses as the same appear in the records of the corporation, by electronic means to the last email address of record, and by publishing in a prominent location on the corporation's official web site. Attendance at a meeting of the members by a member in person constitutes a waiver of notice of the meeting, except when the member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

2.10 *Voting.* Each full member shall be entitled to one vote, in person (unless voting by absentee ballot as described in the next section). Associate members shall not be entitled to any vote. A vote may be cast either orally or in writing as announced or directed by the person presiding at the meeting prior to the taking of the vote. Any action to be taken by a vote of the members shall be authorized by a majority of the votes cast by the members entitled to vote thereon, unless a greater percentage is required by law or the articles of incorporation.

2.11 *Absentee Voting.* Members unable to attend a meeting may vote by a signed ballot, submitted to the board of directors in advance of the call to order for the meeting. Absentee ballots may be counted only for items of business that are not revised or amended at or during the meeting. The board of directors will have the authority to decide which issues can be included on absentee ballots and to establish the processes for absentee voting. Members voting by absentee ballot do not count toward the quorum for the meeting.

2.12 *Quorum.* The full members present in person at a meeting shall constitute a quorum at the meeting.

2.13 *Conduct of Meetings.* The officer who is to preside at meetings of members pursuant to article 5 or his or her designee shall determine the agenda and the order in which business shall be conducted unless the agenda and the order of business have been fixed by the board of directors.

2.14 *Action by Members Without a Meeting.* Any action which is required to be taken or which may be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a majority of the members entitled to vote thereon consent thereto in writing.

### **ARTICLE 3**

#### **BOARD**

3.01 *General Powers.* The business, property and affairs of the corporation shall be managed by the board of directors.

3.02 *Number.* There shall be not less than one (1) nor more than thirteen (13) member(s) of the board of directors or such other number as shall be fixed from time to time by the board. At each annual meeting of the members, the full members shall elect directors to hold office until the next succeeding annual meeting of the members. At all times, a simple majority (51%) of the directors of the corporation must also be full members of the corporation and in good standing.

3.03 *Tenure.* Each director of the corporation shall hold office for a term of two (2) years or until the director's death, resignation or removal, with approximately one-half (2) of such terms expiring each year. However, the tenure of the president or a vice president (but not both) may be extended for one (1) additional year by the board of directors to ensure that one of those officers remain on the board and an officer of the corporation during transition of board members.

3.04 *Resignation.* Any director may resign at any time by providing written notice to the corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06.

3.05 *Removal.* Any director may be removed with or without cause by a majority vote of the remaining Board members.

3.06 *Board Vacancies.* A vacancy on the board of directors may be filled with a person selected by the remaining members of the board, with such person completing the unexpired term of the member whose death, resignation or removal caused the vacancy.

3.07 *Annual Meeting.* An annual meeting of the board of directors shall be held each year immediately following the adjournment of the annual meeting of the members for such year. Notice of the time and place of the meeting shall be given in any manner at least thirty (30) days before the meeting. If the annual meeting is not held at that time, the board shall cause the meeting to be held as soon thereafter as is convenient.

3.08 *Regular Meetings.* Regular meetings of the board of directors may be held at such time and place as the board shall from time to time determine. Notice of the time and place of any regular meeting shall be given in any manner at least fifteen (15) days before the meeting.

3.09 *Special Meetings.* Special meetings of the board of directors may be called by the president or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of any special meeting shall be given in any manner at least three (3) days before the meeting.

3.10 *Statement of Purpose.* Except as contemplated by article 10, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice for such meeting.

3.11 *Waiver of Notice.* The attendance of a director at a meeting of the board of directors shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting\_

3.12 *Meeting by Telephone or Similar Equipment.* A director may participate in a meeting of the board of directors by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section 3.12 constitutes presence in person at the meeting.

3.13 *Quorum.* A majority of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the board of directors. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the board.

3.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the board of directors may be taken without a meeting if, before or after the action, all of the directors consent to the action in writing. Written consents shall be filed with the minutes of the proceedings of the board.

3.15 *No Proxies or Agents.* A director may not submit a proxy allowing another person to cast that director's vote at a meeting. A director may not designate any agent or other person to attend a board meeting in that director's absence.

3.16 *Conflicts of Interest.*

- (a) *Interested Transactions.* Transactions between the corporation and any of the following are unenforceable unless the procedures in (b) are followed:
  - (i) a director or officer; or
  - (ii) an entity in which any of this corporation's directors or officers holds a position that imposes a duty of loyalty or due care to that entity.
- (b) *Procedures to Approve Interested Transactions.* Transactions described above may be enforceable only if all the following are met:
  - (i) the transaction is fair to the corporation and reasonable when approved; and
  - (ii) the board knows the material facts about the director's or officer's interest; and
  - (iii) the board approves the transaction without counting toward approval the vote of any interested director (but interested directors count for quorum purposes).

## **ARTICLE 4 COMMITTEES**

4.01 *General Powers.* The board of directors, by resolution adopted by a vote of a majority of directors, may designate one or more committees, each committee consisting of one or more directors. The board may also designate one or more directors as alternate committee

members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the board shall serve at the pleasure of the board.

A committee designated by the board or these bylaws may exercise any powers of the board in managing the corporation's business and affairs, to the extent provided by these bylaws or resolution of the board. However, no committee shall have the power to:

- (a) amend the articles of incorporation of the corporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the corporation;
- (d) fill vacancies on the board; or
- (e) fix compensation of the directors for serving on the board or on a committee.

4.02 *Meetings.* Committees shall meet as directed by the board of directors, and their meetings shall be governed by the rules provided in article 3 for meetings of the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

4.03 *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the proceedings of the committee.

4.04 *Standing Committees.* The standing committees of the corporation shall be the Executive Committee, the Finance and Administration Committee, Program Committee, and Marketing and Communications Committee.

- (a) *Executive Committee.* The executive committee shall consist of all of the officers of the corporation and enough members of the board of directors to insure that not less than twenty percent (20%) of its membership is composed of directors. The president shall serve as chairperson of the executive committee. The executive committee shall be empowered to act on the behalf of the board between meetings of the board.

It shall also be the duty and responsibility of the executive committee to nominate candidates for the offices of the corporation and for the board. Additional nominations may be made by any member of the board, provided that any such nomination must be seconded by not less than two (2) other members of the board. In connection with the foregoing, the chairperson of the executive committee shall: 1) periodically solicit from those persons holding positions at any time indications of their interest in continuing to hold their current positions; and 2) advise the board, in

writing, not less than sixty (60) days prior to any meeting at which officer and director positions will be up for election, of the officer and director position(s) which will be up for election at such meeting of the board and request any members of the board interested in such officer position(s) to indicate such an interest, in writing, to the chairperson.

- (b) *Finance and Administration Committee.* The finance and administration committee shall consist of the treasurer and four (4) members of the board of directors appointed by the president. The treasurer shall serve as chairperson of the finance and administration committee.

It shall be the duty and responsibility of the finance and administration committee to regulate and control all funds and all accounts of the corporation, subject to the approval of the board, and to recommend to the board the investment of any excess funds of the corporation. Furthermore, the finance and administration committee shall examine any question arising out of the finances of the corporation and recommend to the board any course of action relating to the financial matters which may be deemed advisable. Finally, the finance and administration committee shall prepare and submit an operational budget for the upcoming year to the board of directors for approval and to report to the board of directors as to the financial condition of the corporation in comparison to the budget on a periodic basis.

It shall also be the duty and responsibility of the finance and administration committee to insure that programs sponsored by the corporation incorporate means and methods of keeping hockey as safe and injury-free as possible for coaches, players, officials and spectators. The finance and administration committee shall also continually evaluate the risks inherent in the programs sponsored by the corporation, whether such risks arise out of play or through the facilities.

It shall also be the duty and responsibility of the finance and administration committee to plan, develop, direct, coordinate and oversee the implementation and tracking of all activities necessary to successfully market the sport of hockey in southwestern Michigan on behalf of the corporation. Such activities shall include, but not limited to: (a) fund raising, (b) corporate sponsorship, (c) affiliate marketing, (d) advertising, public relations and publicity, (e) licensing and merchandising and (f) promotions and sponsorship of special events. The finance and administration committee shall review current operating procedures and make recommendations to the board of directors regarding use of resources.

It shall also be the duty and responsibility of the finance and administration committee to review and recommend revisions to these bylaws; to review and recommend revisions of policies, programs and relationships with other organizations; to monitor and report to the corporation any legislative or administrative action, state or federal, that would affect any program of the corporation; to represent the corporation at any legislative and/or administrative

hearings on matters of concern to the corporation at the request of the president; to monitor the status of any litigation in which the corporation or any member of the board may be involved in as a result of activities on behalf of the corporation; to review and make recommendations on all legal and contractual obligations of the corporation; and to perform such other tasks as may be assigned to it by the president, the executive committee or the board.

- (c) *Program Committee.* The program committee shall consist of at least one (1) member of the board of directors and two (2) employees of the corporation. It shall be the duty and responsibility of the program committee to plan and administer the hockey programs, which may include learn to skate, beginning hockey, 6U, 7U, 8U, 10U, 12U, 14U, and junior varsity programs or as directed by the board of directors. The program committee shall also be responsible for developing and administering hockey camps and clinics. The program committee may have other duties and responsibilities from time to time as directed by the board of directors.
- (d) *Marketing and Communications.* The marketing and communications committee shall consist of at least one (1) member of the board of directors and two (2) employees of the corporation, at least one (1) of which will hold marketing or similar responsibilities for the corporation. It shall be the duty and responsibility of the marketing and communications committee to create and administer marketing programs for the corporation to develop, retain, and grow participation and the membership. The marketing and communications committee may have other duties and responsibilities from time to time as directed by the board of directors.

## **ARTICLE 5 OFFICERS**

5.01 *Number.* The officers of the corporation shall be appointed by the board of directors. The officers shall be a president, a secretary and a treasurer. There may also be a chairperson, vice president and such other officers as the board deems appropriate. The president shall be a voting member of the board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the board to be executed, acknowledged or verified by two or more officers.

5.02 *Term of Office.* Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

5.03 *Removal.* An officer appointed by the board of directors may be removed with or without cause by a majority vote of the remaining Board members. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.



5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the board of directors.

5.05 *President.* The president shall be the chief executive officer of the corporation and shall have authority over the general control and management of the business and affairs of the corporation. The president shall have the power to appoint or discharge employees, agents or independent contractors, to determine their duties and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the corporation, unless the president or the board of directors instructs that the signing be done with or by some other officer, agent or employee. The president shall see that all actions taken by the board are executed and shall perform all other duties incident to the office, subject, however, to the president's right and the right of the board to delegate any specific power to any other officer of the corporation. The president may delegate any of the powers or duties identified in this paragraph to another officer, member of the board, or employee of the corporation.

5.06 *Vice President(s).* The vice president(s), if any, shall have the power to perform duties that may be assigned by the president or the board of directors. If the president is absent or unable to perform his or her duties, a vice president so authorized by the board shall perform the president's duties until the board directs otherwise. The vice president(s) shall perform all duties incident to the office. A vice president may delegate any of the powers or duties identified in this paragraph to another officer, member of the board, or employee of the corporation.

5.07 *Secretary.* The secretary shall (a) keep and distribute minutes of meetings of the board of directors; (b) be responsible for providing notice to each officer and director as required by law, the articles of incorporation or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the president or the board. The secretary may delegate any of the powers or duties identified in this paragraph to another officer, member of the board, or employee of the corporation.

5.08 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all monies and securities received by the corporation at such depositories in the corporation's name that may be designated by the board of directors; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the board. The treasurer may delegate any of the powers or duties identified in this paragraph to another officer, member of the board, or employee of the corporation.

## **ARTICLE 6**

### **CORPORATE DOCUMENT PROCEDURE**

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans and other debt obligations) shall be signed by any officer, designated agent or attorney-in-fact unless authorized by the board of directors or by these bylaws.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.01 *Nonderivative Actions.* Subject to all of the other provisions of this article 7, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, including any civil, criminal, administrative or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

7.02 *Derivative Actions.* Subject to all of the provisions of this article 7, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation, or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, provided that indemnification shall not be made for any claim, issue or matter in which the person has been found liable to the corporation unless, and then only to the extent that, the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

7.03 *Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 7.01 or 7.02, or in defense of any claim, issue or matter in the action, suit or proceeding, the person shall be indemnified against expenses (including attorney fees) actually and reasonably incurred in

connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article 7.

**7.04 *Contract Right: Limitation on Indemnity.*** The right to indemnification conferred in this article 7 shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in section 7.03, the corporation shall have no obligations under this article 7 to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board of directors.

**7.05 *Determination That Indemnification Is Proper.*** Any indemnification under sections 7.01 or 7.02 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the board of directors consisting of directors who were not parties to such action, suit or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action, which committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.
- (d) By the affirmative vote of a majority of the full members.

**7.06 *Proportionate Indemnity.*** If a person is entitled to indemnification under sections 7.01 or 7.02 for a portion of expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

**7.07 *Expense Advance.*** Expenses incurred in defending a civil or criminal action, suit or proceeding described in sections 7.01 or 7.02 may be paid by the corporation in advance of the final disposition of the action, suit or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

**7.08 *Nonexclusivity of Rights.*** The indemnification or advancement of expenses provided under this article 7 is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources

combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

**7.09 *Indemnification of Employees and Agents of the Corporation.*** The corporation may, to the extent authorized from time to time by the board of directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article 7 with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

**7.10 *Former Directors and Officers.*** The indemnification provided in this article 7 continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of that person.

**7.11 *Insurance.*** The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee or agent of the corporation, or (b) was or is serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against such liability under this article 7 or the laws of the state of Michigan.

**7.12 *Changes in Michigan Law.*** If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this article 7, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide before any such change.

## **ARTICLE 8 COMPENSATION**

When authorized by the board of directors, a person shall be reasonably compensated for services rendered to the corporation as an officer, director, employee, agent or independent contractor, except as prohibited by these bylaws.

## **ARTICLE 9 FISCAL YEAR**

The fiscal year of the corporation shall end on May 31.

## **ARTICLE 10 DISSOLUTION**

On dissolution of the corporation, after paying or providing for the payment of all of the liabilities of the corporation, the corporation's assets shall be distributed (1) for one or more exempt purposes within the meaning of Internal Revenue Code section 501(c)(3) or the

corresponding section of any future federal tax code or (2) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

## **ARTICLE 11 AMENDMENTS**

The members at any annual or special meeting may amend or repeal these bylaws, or adopt new bylaws, by the affirmative vote of the full members, if notice setting forth the terms of such amendment or repeal has been given in accordance with any notice requirement for such meeting of the members.

## **ARTICLE 12 DISPUTE RESOLUTION**

The corporation adopts by reference Bylaw 10 from the USA Hockey Annual Guide (2022-23) as the sole and exclusive remedy for dispute resolution concerning all claims, demands, disciplines, or disputes covered by Bylaw 10.

Bylaw 10 from the USA Hockey Annual Guide is attached to these bylaws and incorporated by reference as if written verbatim in this Article 12 of the corporation's bylaws.

These amended and restated bylaws were adopted by a vote of the board of directors on April 19, 2023.

  
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Mark Baliff, Secretary

## 9. VOTING

- A.** Each director in attendance at a Board of Directors meeting, and each Congress Representative in attendance at a USA Hockey Congress meeting shall have one vote in that meeting, provided that, to comply with the Athlete Representation Requirement, in the Congress each Athlete Representative shall have two votes. Proxy voting shall not be permitted, except as outlined in 8.D.
- B.** Members of the Board of Directors, the USA Hockey Congress and the Councils, Committees or Sections may participate in meetings either in person or by means of an electronic media format approved by the Board of Directors or the USA Hockey Congress which may include, but is not limited to, conference telephone, video conferencing, interactive meeting platforms or other similar communications equipment, provided that all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting for the purposes of a quorum and for voting. Votes cast at any meeting by electronic means shall have the same force and effect as if the individual voting on the matter had been physically present at the meeting.
- C.** At all meetings of the Board of Directors, the USA Hockey Congress and the Councils, Committees or Sections, voting shall be by a show of hands (or by voice vote, if the meeting occurs by a teleconference or other electronic means permitted hereunder), unless (i) for an in-person meeting, the persons participating in such meeting on motion duly made, seconded and carried by vote of the persons then present decide upon a ballot (paper or electronic) prior to the commencement of balloting; or (ii) for a teleconference or other electronic meeting, the notice of the meeting provides notice of the method of voting to be used, or electronic voting is approved by the persons participating in such meeting on motion duly made, seconded and approved by majority vote. In a teleconference or electronic meeting, voting by email shall be permitted if the notice of the meeting provides notice that email voting will be used, including the deadline for sending email votes and the email address to which the votes should be sent.
- D.** A decision at a meeting of the Board of Directors, the USA Hockey Congress and the Councils, Committees or Sections shall be made by the majority of the votes cast, unless the favorable vote of a larger proportion of the votes is required by these Bylaws. In order to ensure that the requirement that Athlete Representatives to the USA Hockey Congress have at least thirty-three percent (33.3%) of the voting power on matters before the Congress, as set forth in Bylaw 4.A.(7), each vote cast by an Athlete Representative to the USA Hockey Congress shall be multiplied by two.

## 10. DISPUTE RESOLUTION, DISCIPLINE, ARBITRATION

- A. *Dispute Resolution***
  - (1) General**

All claims, demands, discipline or disputes (“Disputes”) arising by and between Parties, as defined in Section 10. B below, shall be subject to the provisions of this Bylaw 10 and this Bylaw shall constitute the sole and exclusive remedy for dispute resolution.

**(2) Purpose**

It is the specific purpose of this Bylaw 10 to provide a uniform method of resolving Disputes that is a full and complete substitute for any court proceedings and that utilizes the specific skills, expertise and background of individuals experienced in the sport of hockey and sports administration. The procedures herein are referred to collectively as the “Dispute Resolution Procedure.”

**(3) Submission to Bylaw 10 and Failure to Follow Procedure**

Each Party, by virtue of membership, affiliation or participation at any time in USA Hockey or a sanctioned USA Hockey game or program, agrees to abide by this Dispute Resolution Procedure. Failure to abide by the Dispute Resolution Procedure shall, in addition to any other sanctions allowed by these Bylaws:

- (a) Make a Party and any person or entity representing, participating with or aiding such Party liable for any and all costs and expenses, direct or indirect, including reasonable court costs and attorneys’ fees and the value of volunteer time incurred by USA Hockey, its Affiliate Associations, directors, officers and/or agents; and
- (b) Subject such Party to Summary Suspension and/or disqualification from membership and any right to participate in USA Hockey or its Affiliate Associations’ sanctioned events in the sole discretion of USA Hockey or its Affiliate Associations.

**(4) Submission to Jurisdiction of U.S. Center for SafeSport**

Each person defined as a “Participant” agrees that he/she shall be (a) subject to the jurisdiction of the U.S. Center for SafeSport (“USCSS”) with respect to the investigation and resolution of any allegations that such Participant may have violated (i) the sexual abuse and misconduct policies as referenced in the USA Hockey SafeSport Program Handbook and defined by the USSCS, (ii) allegations of violations of USA Hockey’s SafeSport Policies that are reasonably related to and accompany a report or allegation of sexual abuse or misconduct, and (b) subject to any action taken by the USSCS as a result of such allegations, including without limitation, suspension, permanent suspension, and/or referral to law enforcement authorities, all as set forth in the USSCS Policies & Procedures.

**B. Definitions****(1) For the purposes of this Bylaw, the words, terms and phrases used in this Bylaw 10 shall have the following definitions:**

“Administrative Action” shall mean any action or decision by USA Hockey, an Affiliate Association or a local league, association or program (other than “Discipline” as defined below) that affects any Parties’ eligibility to participate in domestic competition and/or their membership in any organization within the jurisdiction of these Bylaws.

“Affiliate Association” shall be an Affiliate Association as described in Bylaw 3 which is subject to an Affiliate Agreement with USA Hockey.

“Appeal Authority” shall mean the body or organization having jurisdiction to decide any applicable appeal according to relevant governing documents and structures.

“Applicable Rules,” as defined in Bylaw 1.A., means the bylaws, rules and regulations, playing rules, SafeSport and other policies, core values and decisions of the Board of Directors of USA Hockey, and comparable bylaws, rules, policies, documents and decisions of USA Hockey’s applicable region, District, Affiliate Association or special jurisdictional ice hockey association.

“Disciplinary Authority” shall mean USA Hockey, including each operating council of USA Hockey (Youth, Girls, Junior, Adult and International), any certified Junior league, any Affiliate Association, or a local league, association or program having jurisdiction to issue Discipline to any Party within the jurisdiction of USA Hockey.

“Discipline” shall mean a suspension, probation, censure or other discipline of a Party.

“Domestic Competition” shall mean any ice hockey event, including, but not limited to, games, tryouts, competitions and the like, other than “Protected Competition.”

“Participant” shall mean, for the purposes of Sections 10.A.(4) and 10.D.(3)(k), (1) those persons registered with USA Hockey as Registered Participant Members (players and coaches), referees, and in the “Manager/Volunteer” category, (2) all persons serving as a member of USA Hockey’s Board of Directors, on a national level council, committee or section, or in any other similar positions appointed by USA Hockey, (3) all coaches, officials or staff (e.g., trainers, physicians, equipment managers) for any USA Hockey team, camp or national level program, (4) all USA Hockey national staff, and (5) any person that is authorized, approved or appointed by USA Hockey, a USA Hockey Affiliate or Member Program to a position of authority over athletes or that have frequent contact with athletes.

“Party” shall mean Registered Participant Member, Allied Member or Affiliate Association and other persons or organizations within the jurisdiction of USA Hockey, USA Hockey itself or its Affiliate Associations, including, but not limited to, each parent, guardian, agent or other person, and each league, club, sponsor, facility or other group or organization, that is engaged in domestic competition or participating in a USA Hockey sanctioned event of any kind, or any person or organization seeking to be a member of USA Hockey or its Affiliate Associations, or seeking to engage in domestic competition or to participate in USA Hockey sanctioned events.

“Playing Rules” shall mean playing rules of the game adopted from time to time by USA Hockey and published as USA Hockey Playing Rules.

“Playing Rules Suspension” shall mean suspensions expressly permitted or mandated by the USA Hockey Playing Rules.

“Protected Competition” shall have the meaning ascribed to it in the current governing documents of the United States Olympic & Paralympic Committee, including its Bylaws and the provisions of the Ted Stevens Amateur Sports Act (36 USC Sec. 371 et seq.). Without limiting the foregoing, such term shall include (i) competition by Registered



Participant Members or Allied Members in the following international ice hockey competitions: the Olympic Games, Pan American Games, Operation Gold, World Championship or international championships recognized by the International Ice Hockey Federation (“IIHF”), the Paralympic Games, or an International Paralympic Committee recognized World Championship in events on the Paralympic Games program, and (ii) any event, including but not limited to, games, tryouts, and competitions organized and conducted by USA Hockey in its selection proceedings and publicly announced in advance as a competition or event directly qualifying each successful competitor therein as an athlete representing the United States in events listed under the preceding subsection (i). For purposes of the foregoing definition of Protected Competition, actual tryouts for the team which will participate in competition set forth in (i) shall be included.

“Protected Competition Participant” shall mean a Party participating in Protected Competition.

“Registered Participant Member” and “Allied Member” shall have the meaning as defined in Bylaw 1.A.

“Summary Suspension” shall mean a suspension issued by a Disciplinary Authority prior to a hearing being conducted.

“Unified Procedure” shall mean the hearing and other procedures for issuing Discipline and for a Party’s contesting an Administrative Action, as described in Bylaw 10.C. below.

“United States Olympic & Paralympic Committee” or “USOPC” is the national sports organization with authority granted by the provisions of the Ted Stevens Olympic and Amateur Act, 36 USC Sec. 371 et seq., to appoint the National Governing Body for various amateur sports in the United States.

The “USOPC National Anti-Doping Policies” include the required agreement by Participants to be bound by the USOPC National Anti-Doping Policies and the current United States Anti-Doping Agency Protocol for Olympic Movement and Testing.

“United States Anti-Doping Agency” or “USADA” is the doping regulatory agency that is charged with the responsibility of monitoring and enforcing doping violations for the USOPC, and pursuant to USOPC anti-doping policies and the current World Anti-Doping Agency Code.\*

“USCSS” shall mean and refer to the U.S. Center for SafeSport (or any successor otherwise named entity recognized by the USOPC).

“USCSS Code” shall mean and refer to the policies and procedures adopted by the USSCS for the U.S. Olympic and Paralympic Movement’s sport National Governing Bodies, which may be found at [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org).

The “World Anti-Doping Agency” or “WADA” is the international anti-doping agency with authority based upon the signatories of the World Anti-Doping Code.

The “World Anti-Doping Code” requires that each signatory establish rules and procedures to ensure that all Participants are informed of and agree to be bound by anti-doping rules in force by the relevant anti-doping organizations.

*\*To implement this WADA policy the USOPC requires that each NGB shall be responsible for informing Participants in its sport of the USOPC National Anti-Doping Policies and the USADA Protocol for Olympic movement and testing which is incorporated into the agreement between the USOPC and USADA. By virtue of their membership in an NGB or participation in a competition organized or sanctioned by an NGB, Participants agree to be bound by the USOPC National Anti-Doping Policies and the USADA Protocol.*

## **C. Unified Procedure**

### **(1) General**

Except as may be permitted in Bylaw 10.D. and 10.F. below, no Party may be suspended from participation or otherwise disciplined for any alleged violation of these Bylaws, USA Hockey Rules and Regulations, Policies, Codes of Conduct and Ethics or any such Bylaw, Rules and Regulations, Policies, Codes of Conduct and Ethics of an Affiliate Association, league, club, sponsor, facility or other group or organization, unless a hearing has been held prior to the action being taken according to the provisions of this Unified Procedure. A Registered Participant Member, Allied Member or other person within the jurisdiction of USA Hockey may be subject to Discipline in accordance with this Unified Procedure for violation of the Applicable Rules or for conduct unsuitable for the sport of ice hockey.

### **(2) Purpose**

It is the purpose of this Unified Procedure to provide Parties a fair hearing (a) prior to being subject to Discipline, which shall include reasonable notice of the grounds for the proposed Discipline, and (b) to contest an Administrative Action, which hearing shall include reasonable opportunity to prepare and present their case and argument in accordance with these rules, including the opportunity to call witnesses and present evidence, the opportunity to see all evidence intended to be used at the hearing, to be assisted by counsel at the hearing, and which may include the opportunity of a Party to cross examine the complainant or other witnesses, all as may be subject to the rules of the hearing panel as provided in subsection (3)(e) below. Notwithstanding that a Party seeks to challenge an Administrative Action, such Administrative Action shall remain in effect unless overturned pursuant to a hearing or appeal as set forth herein.

### **(3) Hearing Procedure**

#### **(a) Hearing Panel**

The Disciplinary Authority considering issuing any Discipline, or upon written demand by a Party contesting a suspension or other disciplinary action where no hearing was held, or upon written demand by a party that desires to contest an Administrative Action, shall appoint a hearing panel of a minimum of three reasonably disinterested and impartial persons to conduct the hearing. In cases involving coaches and referees, the District or Affiliate Association Referee-in-Chief or Coach-in-Chief, as appropriate, or his/her designee, shall serve on the hearing committee. For any dispute where USA Hockey appoints a hearing panel to address a grievance or impose discipline at the national level, at least 33.3% of the members of the hearing panel shall be Eligible Athletes.

**(b) Hearing Timing**

The hearing panel shall hold the hearing no later than thirty (30) days after its appointment unless a later date is agreed upon by the Parties and approved by the hearing panel. Notwithstanding that a hearing panel has up to thirty (30) days after its appointment to hold a hearing, a Party that has been issued a Summary Suspension or that may be suspended pursuant to an issued hearing notice may request an expedited hearing to challenge such suspension, and upon receipt of such request the hearing panel shall exercise reasonable effort to provide such expedited hearing.

**(c) Hearing Notice**

Not later than seven (7) days before the hearing date, the hearing panel shall provide written notice to all interested Parties of the time and place of the hearing, the manner in which the hearing will be conducted, the grounds for any proposed suspension, discipline or Administrative Action, the possible consequences of an adverse finding, and the issues to be resolved by the panel. Notwithstanding that a hearing panel must ordinarily provide at least seven (7) days notice before a hearing date, a Party that has been issued a Summary Suspension or that may be suspended pursuant to an issued hearing notice may waive such seven (7) day notice period in order to have a hearing on less notice.

**(d) Hearing Location**

Subject to the provisions of the following subsection (e), the hearing panel shall make every reasonable effort to convene the hearing in a location accessible to all the Parties.

**(e) Conduct of Hearing**

The hearing panel may in its discretion hold a formal or informal hearing, in person or by telephonic conference call or video conference, hear any evidence it believes is relevant to the issue(s) before it, place limits on time, evidence and documentation, have witnesses or written statements and establish other hearing rules so long as the Parties are informed of the established procedures, each Party has a reasonable opportunity to present its case and argument in accordance with the hearing panel's rules, and each Party is treated in a substantially equal manner. The Rules of Evidence in judicial proceedings shall not apply in the hearing. The Parties may be represented by counsel of their choosing at their own expense, provided that the hearing panel may set rules for the involvement of counsel in the hearing. If the hearing panel has not made arrangements for a record of the proceedings, a Party may at its own expense create a stenographic or other record of the proceedings and must inform the hearing panel prior to the hearing of any arrangements so made. A copy of any such record created by or for a Party shall be provided at such Party's cost to the hearing panel. Other Parties will be permitted to secure a copy of the record in the normal course at their own expense.

**(f) Burden of Proof**

In order to impose a suspension or discipline, the hearing panel must make a finding supported by a preponderance of the evidence (i.e., more likely true than not true) that the Party violated an Applicable

Rule. The Disciplinary Authority proposing the Discipline shall have the burden of proof and shall present evidence to support the suspension or discipline by a preponderance of the evidence. In the case of an Administrative Action, the burden of proof shall be on the Party challenging the Administrative Action to prove by a preponderance of the evidence that the Administrative Action was made in an arbitrary or capricious manner or was not supported by the facts. In a contest of an Administrative Action, only the evidence presented to or considered by the Party taking the Administrative Action shall be presented and considered by the hearing panel.

**(g) Decision**

The hearing panel shall use reasonable efforts to (i) render its decision within five (5) business days of the completion of the hearing or the closing of the record whichever is later, and (ii) prepare and deliver a written decision to the Parties within fifteen (15) business days of the completion of the hearing or the close of the record whichever is later. The written decision shall contain findings of material facts, conclusions, the order of the hearing panel and a statement of any right of appeal a Party may have as a result of the decision. Delivery of the decision to the Parties may be made by first class mail or other delivery service or electronic mail in the discretion of the hearing panel.

**(h) Scope of Hearing Panel Decision**

Unless explicitly excepted by another provision of these Bylaws, the decision of the hearing panel shall be (i) in effect only for the program governed by the Disciplinary Authority and (ii) subject to appeal as set out in Bylaw 10.E. and any further review provided for in the governing documents of USA Hockey or the appropriate Affiliate Association. If the Disciplinary Authority wishes to extend any suspension or discipline it ordered beyond its program, it must notify, as applicable, the state or Affiliate Association. If the suspension or discipline is imposed by a state or Affiliate Association, or if a local Disciplinary Authority's decision is affirmed by a state or Affiliate Association, and the state or Affiliate Association wishes to extend the scope of the hearing panel's decision beyond the state's or Affiliate's jurisdictional geographic area, it may only do so by submitting a written request to do so and a copy of the written Disciplinary Authority's and/or Appeal Authority's decision to the Executive Director of USA Hockey, who shall advise all other Affiliate Associations and Junior Leagues of the suspension or Discipline and upon such notice the suspension or Discipline shall be in effect for all Affiliate Associations and all Junior Hockey. Notwithstanding any of the foregoing, any suspension imposed by USA Hockey or a USA Hockey Affiliate (i) for violation of the sexual misconduct policies of the USCSS or USA Hockey, or (ii) that is one year or more in length, shall automatically be considered a national suspension and shall be in effect across all USA Hockey sanctioned programs.

**D. Exclusions from Unified Procedure****(1) General**

As a matter of policy, law and practicality, there are matters that at least initially do not or should not be subject to the Unified Procedure. Any matter not specifically excluded from the Unified Procedure shall be covered by the Unified Procedure.

**(2) Purpose**

It is the purpose of this Bylaw 10.D. to distinguish those disputes and actions that do not require a hearing prior to imposing a suspension or discipline or that require different procedural handling and safeguards, and to set them out separately in order to highlight any uniqueness such disputes and actions may possess.

**(3) Exclusions****(a) Summary Suspensions**

A Summary Suspension may be imposed by any Disciplinary Authority only in those cases where a Party has been arrested for a crime alleged to have been committed, a Party has assaulted another or violated the USA Hockey SafeSport Policy, including such abuse between adults, or other violations of USA Hockey Policies set forth in the Annual Guide or comparable Policies of Affiliate Associations that are in writing and have been approved by USA Hockey.

Any such Summary Suspension must be in writing and given to the suspended Party and the writing shall inform the Party of his or her right to request a hearing. The suspended Party must submit a request for a hearing of a Summary Suspension within seven (7) days of the Party being notified of the suspension. Any hearing following a Summary Suspension shall be conducted according to the provisions of the Unified Procedure.

**(b) Playing Rules Suspensions**

Any Playing Rules Suspension does not require a hearing except that, in the event of the imposition of a match penalty as defined in the Playing Rules, a hearing must be offered to be held as set forth in the Playing Rules, and the terms and length of the Party's suspension shall be as set forth in the Playing Rules unless modified or revoked by the hearing panel. Any hearing for a match penalty shall be conducted according to the Unified Procedure; provided that, in the case of a match penalty being imposed in a district or national championship tournament, the hearing will be conducted immediately after the game in question by the on-site USA Hockey personnel. All applicable game scoresheets and referee reports must be presented to the hearing panel and made available to the Party subject to suspension. Any Playing Rule Suspension shall remain in force and effect and be final unless modified or revoked at a hearing, except that if the hearing is not held within 30 days of the incident together with a decision in accordance with the Unified Procedure, the suspended Party shall be automatically reinstated after the 30-day period. The failure to offer the hearing shall not prohibit the hearing body from conducting the hearing after the 30-day period and thereafter imposing further disciplinary action.

**(c) Officiating Suspensions**

The applicable state association or league or local supervisor of officials shall have the authority to suspend a referee up to ten (10) days without a prior hearing. The state association or Affiliate Association shall have the authority to suspend a referee after a hearing (held in accordance with the Unified Procedure) or in accordance with the Summary Suspension procedures.

Any official(s) who boycotts any game(s) due to any disciplinary action taken or not taken by a Disciplinary Authority shall subject said official(s) to Discipline in accordance with the Unified Procedure conducted by the organization subjected to said boycott.

USA Hockey does not recognize officials organizations. However, if any registered USA Hockey official is restricted or denied assignment eligibility for any USA Hockey game by an officials' organization or group of officials ("Officials' Organization"), except for good cause shown in accordance with the Officials' Organization written rules and then only for a very limited duration without a hearing as provided herein, then said Officials' Organization shall be subject to suspension or expulsion in accordance with the rules and regulations herein and that restriction or denied assignment shall have no effect.

A registered USA Hockey official that receives a match penalty while playing or coaching, shall also be suspended from officiating subject to a process for review as set forth below.

1. The official (a) shall not officiate any games pending the review, (b) shall be required to immediately notify his/her District Referee-in-Chief of the player's or coach's receipt of the match penalty, and (c) shall advise any assignors/schedulers of officials in order to be replaced in any scheduled games in the immediate future. The District Referee-in-Chief shall immediately investigate the incident (including by review of the scoresheet, game report and interview of the officials assessing the match penalty) and make a determination and supply a written determination as to whether the match penalty shall cause the official to be suspended from officiating while the match penalty is in effect. The District Referee-in-Chief's determination shall be provided to the official in question, the Affiliate President, and the applicable assignors/schedulers. The District Referee-in-Chief may make a determination (1) that the official shall be ineligible to officiate pending the match penalty hearing (or expiration of 30 days period for the hearing), (2) that the official shall be eligible to officiate pending the match penalty hearing, or (3) such possible restrictions as may be appropriate for the official's eligibility (e.g., the official is restricted from certain leagues or categories of games, etc.). The decision of the District Referee-in-Chief shall not be binding on the hearing panel reviewing the match penalty or any appeal therefrom.



Game assignors and schedulers shall appropriately schedule replacement officials for any previously scheduled games for which the suspended official is ineligible.

**(d) Assault on Game Official**

Assaults on Game Officials are violations of USA Hockey Playing Rules and as such are subject to the provisions for Playing Rules Suspensions. In the event of a match penalty for assault on a game official, the offending Party shall be immediately suspended from all USA Hockey sanctioned activity and if such penalty is affirmed after a hearing, the offending Party shall be suspended for not less than one calendar year with one year calendar year probation thereafter. In the cases of match penalties for assault on a game official, the governing state association or Affiliate Association, its designated hearing body, or the Junior Council sanctioned league shall exercise original jurisdiction in such matter. Suspensions for assault on a game official shall be immediately reported to the applicable Affiliate Association(s), and the appropriate registrar(s). Any game official assessing said penalty shall file with his/her USA Hockey District Referee-in-Chief a written game report within forty-eight (48) hours of the incident. The District Referee-in-Chief shall immediately investigate the incident and promptly submit a written opinion, together with the game sheets and reports to the applicable Disciplinary Authority, indicating whether the incident is applicable under Rule 601(e.1) or is more applicable under a different playing rule. A copy of the Referee-in-Chief's written report and opinion shall be sent by the Disciplinary Authority to both the player, team official and game official involved. The Registrar may accept a registration subject to the terms of this suspension.

**(e) High School, College Club Hockey or Other Members**

A high school program or college club hockey program that is a member of USA Hockey, but where membership and eligibility issues are determined pursuant to rules, regulations and dispute resolution procedures of a national, state or district interscholastic athletic organization, shall not be subject to the Unified Procedure to the extent that such organization's rules, regulations and dispute resolution procedures also address the matter.

**(f) National Team, Protected Competition Participant**

Any Party that may be subject to suspension, discipline or Administrative Action and who is a Protected Competition Participant including members of a national team such as players, coaches, managers and team leaders that is scheduled for international competition within thirty (30) days of the event that forms that basis for a possible suspension, discipline or Administrative Action, shall be subject to the jurisdiction of USA Hockey under the procedures in this subsection f.

Within twenty four (24) hours of the event that forms the basis of any proposed discipline or the proposed imposition of discipline whichever is later, either the Party proposing the discipline or the Protected Competition Participant shall inform the Executive Director of USA Hockey of the event and/or the proposed discipline. Upon referral of the matter to USA Hockey no further action shall be taken by any Party.

The Executive Director of USA Hockey shall, within twenty-four (24) hours of being notified by a Party relative to a Protected Competition Participant, initiate a preliminary review of the matter to determine whether there exists probable cause (i.e. evidence more likely than not) to believe that the Protected Competition Participant has engaged in conduct or committed acts, if proved to be true, that may warrant disciplinary action which would prevent the Protected Competition Participant from participating in Protected Competition.

The preliminary review shall be conducted by an impartial hearing officer appointed by the Executive Director in consultation with USA Hockey Legal Counsel within five (5) days of his/her appointment. He/she shall conduct a review informally in his/her sole discretion in a manner, time and place accessible to the Protected Competition Participant. The review may be in person or by telephonic conference call or video conference. The Rules of Evidence shall not apply but the Protected Competition Participant shall be given reasonable notice of the grounds of the proposed discipline, the opportunity to prepare and defend his/her case and to have assistance of counsel if so desired.

It is the purpose of this preliminary review to expedite the resolution of the matter. Any Party refusing to participate or who unreasonably delays the review shall waive any rights in the hearing or review process and shall not be entitled to appeal any adverse finding.

The hearing officer shall make his/her decision within five (5) days of completing the review. Upon a finding of probable cause by the hearing officer that the Protected Competition Participant has engaged in conduct that warrants disqualification from Protected Competition, he/she shall verbally inform the Executive Director of USA Hockey and the Participant within twenty four (24) hours and reduce such findings to writing no later than five (5) days thereafter and such written decision shall specify the facts upon which the hearing officer has based the decision and inform the Protected Competition Participant of his/her right to request a full hearing on the matter.

In order to request a full hearing, the Protected Competition Participant must make a demand for a hearing to the Executive Director of USA Hockey within five (5) days of receiving the written decision. Notwithstanding the foregoing, the Protected Competition Participant shall also be entitled to exercise his/her rights under the current appropriate governing documents of the USOPC, which shall include at least the USOPC Bylaws. Failure by the Protected Competition Participant to demand a full hearing or to exercise rights under the appropriate governing documents of the USOPC shall entitle the Executive Director of USA Hockey in his/her discretion to exclude the Protected Competition Participant from Protected Competition or to end USA Hockey's supervision of the matter and allow any Party to proceed with imposition of discipline.

A full hearing demanded by a Protected Competition Participant after a finding of probable cause shall be conducted in accordance



with the provisions of the Unified Procedure except that the Unified Procedure will be supervised by the Executive Director of USA Hockey and the hearing panel shall include, at a minimum, a member of the Legal Council of USA Hockey, a member of the International Council of USA Hockey, an Athlete Director if an athlete is involved, a coach if a coach is involved, an official if an official is involved, and two disinterested and impartial individuals chosen by the Executive Director. The Protected Competition Participant or any other Party in interest may request an expedited hearing process and the hearing panel must attempt to comply with any such request.

**(g) Doping, Protected Competition Participants**

All Protected Competition Participants and USA Hockey, Inc. shall be subject to the applicable provisions of the USOPC National Anti-Doping Policies, and the USOPC agreement with the USADA, and its enforcement of the USADA Protocol for Olympic Movement Testing, which procedures and policies have incorporated the provisions of the World Anti-Doping Code. Such Participants shall be further subject to doping guidelines as may be promulgated from time to time by the International Ice Hockey Federation (IIHF), and the International Olympic Committee (IOC) and any agreements between USA Hockey and these entities relative to doping.

No athlete or athlete support personnel shall be denied eligibility within the meaning of this subparagraph (g) without first being afforded the opportunity for a hearing pursuant to the USADA Protocol for Olympic Movement Testing ("USADA Protocol"), or the hearing provisions of this Unified Procedure.

**(h) Unified Procedures Not Applicable to Civil Matters**

Disputes concerning liability or damages arising from personal injury claims, torts or other civil claims are not subject to the Unified Procedure.

**(i) National Championships Eligibility Appeals**

Any appeal of eligibility of a youth level, girls or high school division team, coach or player(s) to participate in state/affiliate and/or district and national championships, or playoffs leading thereto, following a final decision of the applicable Affiliate and/or applicable Registrar, are not subject to Bylaw 10 and shall be referred to and decided by the National Championships Appeal Committee comprised of the Youth Council chair, Girls Council chair, Registrar Section chair, National Championship chair, or their designees and sufficient Eligible Athletes to meet the Athlete Representation Requirement. Specific provisions may be found in the USA Hockey Rules & Regulations, Section IX, District Playoffs and National Championships, or in the USA Hockey State/Affiliate and/or District and National Championship Tournament Guidebook.

**(j) Procedures Applicable To Participant Ineligibility Determinations Based on Financial Disputes**

**1. Decisions Internal to the Program**

A local program may, pursuant to its internal procedures, determine that a player that is delinquent in dues or fees owed

to the program is not eligible to continue participating in the program during such delinquency. Such determination shall only apply to eligibility within that program.

## 2. **Disputed Claims and Extension of Ineligibility**

### **Determination to Other Programs**

In the event a local program desires to cause a player to be ineligible to participate throughout the program's applicable Affiliate based on a determination that the player that is delinquent in dues or fees owed to the program, such extension of the suspension or ineligibility must comply with the procedures of the applicable Affiliate, which at a minimum shall include the following:

#### a. **Notice Required**

The local program must deliver a written notice to the player's parents (or other person(s) responsible for payment) that, at a minimum: (i) describes the nature of the delinquent fees (e.g., membership dues, ice fees, equipment/uniform fees, etc.), (ii) states the amount due, (iii) advises that the family must notify the local program in writing within thirty (30) days if it disputes the financial obligation, and (iv) advises that, if the full amount is not paid within thirty (30) days of the parent's receipt of the notice, the local program may in its discretion seek to enforce the liability for the financial obligation and have the player deemed ineligible throughout the local program's Affiliate Association.

#### b. **Discussion Period**

During the thirty (30) day period, the parties may discuss the matter and seek to amicably resolve any disputed amounts and provisions for payment. The parties are encouraged to amicably resolve any disputed debts, and if at any time the local program and player enter into a written agreement to resolve the debt and also making provisions for payment, then the player shall become immediately eligible to participate in all USA Hockey programs.

#### c. **Financial Obligation Not Disputed**

Upon expiration of the thirty (30) day period described above, if (i) the parties have not otherwise resolved the matter, (ii) the amount claimed in the local program's notice has not been paid, and (iii) ***the local program has not received written notice from the player's parents that it disputes the financial obligation***, then the local program may request that the applicable Affiliate Association deem the player to be ineligible to participate in any program within the Affiliate (which request shall include proof of compliance with A-C of this subsection). In this circumstance, the Affiliate Association may extend the ineligibility of the player throughout the Affiliate in accordance with the Affiliate's procedures.

d. **Financial Obligation Disputed**

If the amount of the financial obligation has not been paid or otherwise resolved, and ***the local program has received written notice from the player's parents that it disputes the financial obligation***, then the local program may seek extension of the ineligibility throughout the Affiliate in accordance with the Affiliate's procedures, provided that, the local program shall take reasonable affirmative steps to enforce the obligation. The Affiliate may deny the local program's request in the Affiliate's discretion. Any determination by the Affiliate that the player is ineligible throughout the Affiliate shall not be a determination that the debt is owed or the amount of such debt, but only that the player is ineligible based on the existence of a disputed debt.

- e. Any dispute about whether these procedures have been followed shall be decided in a hearing conducted by the Affiliate pursuant to the Unified Procedure, and shall be appealable to the National Appeal Committee pursuant to Bylaw 10.E. The hearing and appeal shall only address whether the procedures set forth in this Bylaw 10.(j)(2) have been followed, and shall in no way address the liability for or amount of the financial obligations.

(k) **Allegations Regarding Sexual Abuse or Misconduct**

1. **Reporting**

In the event that any Participant under the jurisdiction of the U.S. Center for SafeSport ("USCSS") is alleged to have violated the USA Hockey SafeSport Policy prohibiting sexual abuse or misconduct (see current edition of USA Hockey SafeSport Program Handbook and USSS Code), or in the event that USA Hockey, any USA Hockey Affiliate or local program or any adult Participant receives a report that is required by the USSS Code to be referred to the USSS, USA Hockey, its Affiliates, local programs and adult Participants shall immediately report and refer such matter to USSS. **The duty to report to USSS and USSS's jurisdiction to investigate shall not supersede any local, state, or federal reporting requirements or jurisdiction, and shall not affect or impair the ability of any person that reports to the USSS from also reporting to the appropriate local, state or federal authorities.**

2. **Investigation/Discipline/Adjudication**

The USSS shall have jurisdiction and authority to investigate allegations or reports that a Participant has engaged in conduct defined in the USSS Code to be within the USSS's exclusive jurisdiction, including without limitation allegations or reports of sexual abuse or misconduct and of any allegations of violations of USA Hockey's SafeSport Policies that are reasonably related to and accompany a report of allegations of sexual abuse or misconduct, to issue any interim suspension or measures pending conclusion of the investigation, to make

recommendations of sanctions or disciplinary action as a result of such investigation, and to adjudicate such matter according to the USCSS Code. The USCSS shall also have discretionary authority and jurisdiction over other violations of the USCSS Code. Neither USA Hockey nor any USA Hockey Affiliate or program shall engage in its own investigation or disciplinary process related to any allegations or reports that are within the jurisdiction of USCSS. However, USA Hockey and its Affiliates and local programs may issue a Summary Suspension under Bylaw 10.D.(3)(a) which shall be effective until such time as USCSS has exercised jurisdiction over the matter and made a determination related to a person's eligibility pending the investigation and adjudication process, and may issue other protective measures less than a suspension that are necessary or appropriate to address the safety of Participants in USA Hockey programs.

3. **Appeals**

There shall be no appeals of any decisions adjudicated by USCSS except through arbitration with the applicable arbitration body in conformance with the USCSS Code or other applicable USCSS or USOPC governing documents in effect at such time.

4. **Enforcement of USCSS Sanctions**

Upon the issuance by USCSS of any interim or permanent suspension, disciplinary action, sanction or other measures, after conclusion of the adjudicative process or by agreement with a Participant subject to suspension or other sanction, USA Hockey and its Affiliates and programs shall enforce such suspension, measures or other sanctions throughout USA Hockey programs. USA Hockey and its Affiliates and programs shall enforce any suspension or other sanction issued by the USCSS even if arising from allegations outside of USA Hockey programs.

5. **Related SafeSport Violations**

The delegation of authority and jurisdiction to USCSS as set forth above, and the restriction on USA Hockey, Affiliates and local programs, shall also include the investigation and issuance of sanctions related to allegations of other violations of USA Hockey SafeSport Policies (e.g., physical abuse, emotional abuse, bullying, harassment and hazing) that are reasonably related to and which accompany an allegation that involves sexual abuse or misconduct, or matters that do not involve sexual abuse or misconduct which the USCSS has exercised jurisdiction over in its discretionary authority.

(I) **Background Screening Determinations**

Determinations related to a person's eligibility or ineligibility to participate in USA Hockey programs based on the results of a background screen shall be determined according to the procedure set forth in the USA Hockey SafeSport Program Handbook.

## **E. Appeals**

### **(1) Right to Appeal**

Any Party that is suspended, otherwise disciplined or subject to an Administrative Action may, after a hearing or failure to have a hearing in accordance with the Unified Procedure, appeal such action as follows (it is recognized that rules of an Affiliate Association may also allow appeals within the Affiliate by other Parties to the matter):

#### **(a) Suspensions**

Playing Rule Suspensions or suspensions for violations of bylaw and/or rules of local, league or District organizations, or by a committee of a state association or an Affiliate Association shall be appealable to the Board of Directors of the state association or where no state organization exists to the Affiliate Association's Board of Directors or the designated committee of such Board of Directors (the "Appeal Authority"). Upon the written appeal of any Party whose suspension has been upheld by a state or Affiliate Association, the National Appeal Committee of USA Hockey shall allow an appeal of such suspension to be determined by it pursuant to Section E.(2) of this appeal procedure. The National Appeal Committee may delegate or assign the matter to an appeal panel of no less than three committee members. The appeal panel from the National Appeal Committee shall decide any appeal within thirty (30) days of the parties' submissions and shall render its decision within a reasonable period thereafter.

#### **(b) Appeals Not Involving Suspensions**

Appeals of Administrative Actions or other disciplinary action which do not involve suspension shall be appealed to the Board of Directors of the state association or where no state organization exists to the Affiliate Association's Board of Directors or the designated committee of such Board of Directors. Except for Administrative Actions by a USA Hockey Council, Committee or Section, which shall be appealable to the USA Hockey National Appeal Committee, there shall be no further appeals of Administrative Actions or other disciplinary actions not involving a suspension.

#### **(c) Officials**

Officials may appeal a suspension, other disciplinary action or an adverse Administrative Action if by an officials' association, USA Hockey District Referee-in-Chief or local supervisor of officials to the applicable Affiliate Association. If the official has been disciplined by the Affiliate Association or if the Affiliate Association has affirmed the discipline previously imposed, or if an official has been disciplined by the USA Hockey Officiating Development Program, the official may appeal the discipline to a committee consisting of the National Referee-in-Chief, a District Director from the District to which the Affiliate belongs and a third impartial individual selected by those two. There shall be no further appeal of any decision by the said committee and the Discipline shall be final.

**(d) District/National Championship Rules Appeals**

District or national championship rules or special jurisdictional hockey association rules shall be appealable to the USA Hockey council or its designee having jurisdiction over the program. There shall be no further appeal of any decision by the said council and the decision shall be final.

**(e) Council Decisions**

Except as otherwise provided, any decision of a USA Hockey council shall be appealable to the USA Hockey National Appeal Committee whose decision shall be final.

**(f) Junior Appeals**

Any Junior participant, team or league that is suspended, otherwise disciplined or subject to an Administrative Action after a hearing or a failure to have a hearing, may appeal the discipline to the Junior Council. In the case of appeals of Playing Rule Suspensions or other Discipline, and Player Eligibility issues, the decision of the Junior Council shall be final. In the case of any other appeals under this subsection (f), the decision of the Junior Council shall be subject to appeal to the USA Hockey National Appeal Committee.

**(2) Appeal Procedure**

The appeal procedure for all appeals as described in Section E(1) above shall be as follows.

**(a) Statement of Appeal**

The appealing Party must submit a Statement of Appeal in writing to the appropriate Appeal Authority, with a copy to the Disciplinary Authority and the hearing panel, of the decision appealed from within fourteen (14) days of receipt of the decision appealed or of the date of the failure to hold a hearing, whichever is applicable. The Statement of Appeal shall include a statement of why the Discipline should be overturned or reversed, and should attach the record of the hearing panel, if any, and a copy of the decision. The Disciplinary Authority and any responding Party shall have fourteen (14) days from the receipt of the Statement of Appeal to file a reply and any reply must be served upon the Appeal Authority and the appealing Party. The Statement of Appeal and reply should be a complete and comprehensive document and include all materials the Party wishes to be considered. Letters and other documents not submitted by the Party him/herself as part of the Statement of Appeal need not be considered by the Appeal Authority. If a Statement of Appeal is not received by the appropriate Appeal Authority within the fourteen (14) day period, the discipline shall be final. The failure to respond by any Party will exclude that Party from further participation in the appeal proceedings. If included in its governing documents addressing appeals, an Affiliate may require the submission of a reasonable fee not to exceed \$250 as a condition of allowing an appeal to the Affiliate.

The Statement of Appeal and any reply shall be no longer than ten (10) typed double spaced pages with a font size no smaller than twelve (12) point. Exhibits to support the Statement of Appeal and/or reply may also be attached, including any relevant governing



documents the Party is relying upon to support its argument. Exhibits shall not be included in the ten (10) page limitation.

For purposes of this rule and when there is a written decision in the matter being appealed, the Disciplinary Authority and any responding Party may affirm and adopt the earlier written decision as its reply without the need for an additional reply.

**(b) Conduct of Appeal Proceeding**

The Appeal Authority shall review the decision of the Hearing Panel and the written submissions of the Parties and may in its sole discretion consider the appeal on the written submissions of the Parties, or may hold an appeal hearing on the issues being appealed, and establish other rules so long as each Party is treated substantially equal. Notice of an appeal hearing, if any, shall be given to all Parties, and any appeal hearing may, in the discretion of the Appeal Authority, be held in person, telephonically or by video conference. If a hearing is held, it shall be held within thirty (30) days of the Appeal Authority's receipt of submissions from all Parties, except as agreed by the Parties or in circumstances beyond the control of the Appeal Authority. Only the evidence and theories presented to the Hearing Panel shall be presented or considered on appeal.

**(c) Standard and Scope of Review**

The Appeal Authority shall not conduct a de novo hearing of the facts decided by the Hearing Panel but shall apply a deferential standard of review to the Hearing Panel decision. The Appeal Authority shall only reverse, vacate or modify the Hearing Panel decision if the Appealing Party demonstrates that the Hearing Panel:

1. acted in an arbitrary or capricious manner without reasonable grounds or adequate consideration of the circumstances; or
2. made a finding of material fact that is clearly erroneous, in other words, the Appeal Authority must have a definite and firm conviction that a mistake has been made; or
3. misinterpreted or misapplied any controlling bylaw, rule, procedure or policy that made a difference in its decision.

**(d) Appeal Decision**

The Appeal Authority shall make every reasonable effort to issue a written decision that shall include a statement of the facts that were proven at the hearing and the conclusions of the Appeal Authority within the later of (i) thirty (30) days of the receipt of a reply or expiration of the period for a reply, or (ii) fourteen (14) days of the Appeal Authority review. The Appeal Authority may affirm, reverse or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

**(e) Suspension or Discipline Remains in Effect**

Any suspension, discipline or Administrative Action appealed from shall remain in force and effect until it expires, is reversed or is modified by the Appeal Authority.

**(3) No Further Appeals**

There shall be no further appeal of any decision by the National Appeal Committee of USA Hockey in matters concerning Discipline and its decision shall be final as it is the final Appeal Authority in this appeal process.

**F. National Suspensions and Expulsions; Affiliate Disputes and Challenges to Affiliates****(1) Scope**

The procedures authorized by this Bylaw 10.F. shall be the exclusive mechanism for the resolution of the following matters:

- (a) National suspensions and expulsions of an Affiliate Association, or state or local association;
- (b) Disputes between USA Hockey and an Affiliate Association, including alleged breaches of the Affiliate Agreement between USA Hockey and an Affiliate Association; and
- (c) Challenges by a third party, other than USA Hockey, to an Affiliate Association's status with USA Hockey.

Any suspension, expulsion or other discipline of an individual member of USA Hockey does not fall under this Bylaw 10.F. and shall be governed by the other applicable provisions of this Bylaw 10.

**(2) National Suspensions and Expulsions**

Violation of these Bylaws or the Applicable Rules, or conduct unsuitable for the sport of ice hockey, by any Affiliate Association or state or local association of USA Hockey, or breaches of the Affiliate Agreement between USA Hockey and an Affiliate Association, may subject such organization to suspension or expulsion from USA Hockey by the Board of Directors of USA Hockey.

**(a) Appointment and Recommendations of the Special Committee; Hearing by Board of Directors**

Upon receipt of written notice describing such violations, the Board of Directors shall appoint a special committee to investigate such matters and report to it in writing its findings of material facts, conclusions and recommendations to remedy the violations. If the recommendation of the special committee is suspension or expulsion of the offending party, the Board of Directors shall hold a hearing to allow the offending party to present such evidence as the offending party deems pertinent to the issues before the Board of Directors. If the recommendation of the special committee is not suspension or expulsion of an Affiliate Association (if an Affiliate Association is the offending party), then the dispute process shall be governed by Bylaw 10.F.(3) and the written recommendation of the special committee shall constitute the written notice of dispute required by Bylaw 10.F.(3)(a).

**(b) Action by Board of Directors**

Following the hearing, in closed session, the Board of Directors may take action to suspend or expel the organization from USA Hockey, or any of its activities, by a two-thirds majority vote. The decision of the Board of Directors shall be in writing and contain



findings of material facts, conclusions and the order of the Board of Directors. The decision of the Board shall be the final decision of USA Hockey.

**(c) Appointment of Trustee**

The Board shall have the authority, upon suspension, to appoint a trustee to administer and oversee the operations and affairs of the Affiliate until such suspension is terminated or the Affiliate Association is in good standing.

**(3) USA Hockey and Affiliate Association Disputes**

Disputes between Affiliate Associations and USA Hockey, including, without limitation, disputes regarding the construction, interpretation and/or application of these Bylaws; the Applicable Rules or the Affiliate Agreement between USA Hockey and the Affiliate Association; directives USA Hockey requires an Affiliate Association to observe; or any recommended remedies proposed by the special committee pursuant to Bylaw 10.F.(2)(a) that do not involve suspension or expulsion of an Affiliate, shall be resolved as follows:

**(a) Appointment of Special Committee**

Upon written notice of a dispute to the Board of Directors, which may be given only by the President of USA Hockey and/or the president of the disputing Affiliate Association (or their respective acting substitutes) and which notice shall reasonably describe the dispute, the Board of Directors shall promptly appoint a special committee to resolve such dispute. The special committee shall be comprised of five (5) persons: one (1) member of the Legal Council appointed by the chair of the Legal Council (who shall not be the chair of the Legal Council), who shall serve as chair of the special committee; one (1) member of the of the USA Hockey council with primary interest with respect to the issue(s) in question appointed by the chair of such council (who shall not be the chair of such council) (provided that in the event there are multiple interested councils, the Board of Directors shall determine the council with primary interest); one (1) member of the Board of Directors appointed by the chair of the Board of Directors; and two (2) Affiliate Association Presidents appointed by the President of USA Hockey (or his or her acting substitute).

**(b) Special Committee Consideration and Order**

1. The special committee shall consider the dispute based on such procedures, rules and timing as it determines in its sole discretion, which procedures may include written submissions by the disputing parties, or in person or telephonic hearings. The special committee may determine such procedures, rules and timing itself or, in its discretion, in consultation with the disputing parties. In determining such procedures, rules and timing, each party shall be treated equally. The special committee shall notify the parties in writing of the applicable procedures, rules and timing in order to commence the special committee's consideration of the dispute. The special committee shall act with reasonable promptness.

2. The special committee shall render a written decision which shall contain findings of material facts, conclusions and the order of the special committee. If the order of the special committee recommends the suspension or expulsion of the Affiliate Association, such recommendation shall be considered by the Board of Directors pursuant to Bylaw 10.F.(2) as if the special committee had made such recommendation to the Board of Directors under Bylaw 10.F.(2)(a). In such event, the member of the Board of Directors that served on the special committee may participate but shall not have a vote in the Board of Directors' determination under Bylaw 10.F.(2)(a), unless such member's vote is necessary to break a tie or other deadlock in voting.

**(c) Appeal to Board of Directors**

If the order of the special committee does not recommend the suspension or expulsion of the Affiliate Association, then within ten (10) business days of the special committee's delivery of its written decision, a disputing party may appeal the order of the special committee to the Board of Directors, who may sustain, modify or overturn the order of the special committee by a majority vote. The member of the Board of Directors' that served on the special committee may participate but shall not have a vote in the Board of Directors' determination of the appeal, unless such member's vote is necessary to break a tie or other deadlock in voting. The Board of Directors' decision shall be in writing and shall contain findings of material facts, conclusions and the order of the Board of Directors.

**(d) Appeal Rules**

1. The appealing party shall submit, at a minimum, a written statement of why the order of the special committee, as applicable, should be modified or overturned (the "Statement of Appeal"). The Statement of Appeal shall also include the written order(s) of the special committee and any other information as may be requested by the appeal authority. A copy of the Statement of Appeal shall be delivered to the special committee and Board of Directors, as applicable.
2. In any appeal, the appeal authority shall consider only (i) the evidence and theories presented to the special committee for its consideration prior to the rendering of its decision, and (ii) the written decisions by the special committee and Board of Directors, as applicable.

**(e) Effectiveness of Order**

The order of the special committee shall be in effect unless and until it is modified or overturned by an appeal to the Board of Directors, and the order of the Board of Directors shall be the final decision of USA Hockey.

**(4) Challenges to Affiliate Status**

Challenges to an Affiliate Association's status with USA Hockey by a third party other than USA Hockey shall be referred to the Legal Council for investigation and recommendation to the Board of Directors for action at the next regularly scheduled meeting of the Board. The Board of

Directors shall allow the challenging party to submit to it such matters as it deems appropriate to decide the challenge and shall allow any challenged Affiliate Association to submit such material and evidence it deems appropriate to rebut any such challenge.

**(5) Affiliate Status**

An Affiliate Association's status with USA Hockey shall be defined by the Bylaws and Rules and Regulations of USA Hockey, the Affiliate Agreement between USA Hockey and the Affiliate Association, and such other actions of the USA Hockey Board of Directors as shall be determined from time to time.

**G. Arbitration**

**(1) Purpose**

It is the specific purpose of Bylaw 10.G to provide for a uniform method of resolving all disputes which utilizes the specific skills, expertise and background of people experienced in hockey and sports administration matters ("Arbitration Procedure").

**(2) Scope**

Any party against whom a final decision has been rendered by a governing body as defined herein shall be entitled to demand that the dispute be subject to arbitration pursuant to the procedure set out in this Section 10.G.

This arbitration procedure may also be used to challenge the construction, interpretation and application of a governing body's bylaws, rules and regulations and the authority, relationship and arrangements by or among any governing body(ies) if a governing body has rendered a final decision relative to same.

**(3) Definitions**

"Arbitration Supervisor" shall mean the Chair or the Chair's designee. In the event the chair of the Legal Council has a conflict of interest in the matter, then the USA Hockey president shall appoint a substitute Arbitration Supervisor.

"Chair" shall mean the chair of the Legal Council.

"Final Decision" shall mean the party requesting arbitration shall have exhausted all administrative remedies available to it, including without limitation shall have taken all steps, had hearings locally, and have received a final decision from the USA Hockey Affiliate organization. Failure to take all administrative steps necessary in order to demand arbitration is a jurisdictional requirement and shall be a bar to claiming arbitration.

"Governing Body" shall mean any board of directors (or similar body), director (or similar representative), officer, employee, agent or other duly authorized representative or committee of USA Hockey, its registered team members, allied members, Affiliate associations, state associations and their local associations or leagues.

"National Roster of Arbitrators" shall mean a list of arbitrators selected by USA Hockey from time to time, published on its website, and divided into the following three (3) sub-rosters of arbitrators: attorneys, athletes, and at-large arbitrators.

“Record” shall mean the record developed and/or presented in connection with the deliberation and rendering of a final decision.

**(4) Exceptions**

The provisions of this Section 10.G. shall not apply to any decisions involving:

- (a) playing rules;
- (b) officiating;
- (c) doping and/or use of illegal substances;
- (d) national suspension or expulsion, disputes between USA Hockey and an Affiliate Association, and challenges to an Affiliate Association’s status, performance or function, which are governed by Bylaw 10.F. above;
- (e) any matter which may be or has been appealed to the National Appeal Committee of USA Hockey under the provisions of this Bylaw 10;
- (f) those decisions specifically excepted by any other provisions of these Bylaws;
- (g) monetary claims or disputes between parties; and
- (h) a challenge to any Discipline imposed under Bylaw 10.

**(5) Commencement of Arbitration**

The last decision of a state association or an Affiliate Association which exhausts that state association’s or Affiliate Association’s dispute process shall be final and binding on the parties unless arbitration is timely commenced in accordance with this Bylaw 10.G.(5).

The party initiating arbitration shall file a written Petition for Arbitration that contains the following information:

- (a) identifying the name of the petitioning party and the governing body and the decision being appealed;
- (b) the date of the said decision;
- (c) a description of all administrative steps taken and the exhaustion of all appeals processes;
- (d) a statement of what constitutes the Record (and for such purposes, readily available materials such as the USA Hockey Annual Guide need not be attached, but applicable provisions of such materials should be specifically referenced as applicable to the Record);
- (e) a concise and specific statement of the issues to be arbitrated;
- (f) a statement of reasons as to why the decision should be reversed or modified;
- (g) the relief sought; and
- (h) the required bond.

The Petition shall be no longer than ten (10) typed double-spaced pages with a font size no smaller than twelve (12) point. Exhibits to support the Petition may be attached and shall include a copy of the decision appealed from and any relevant governing documents of the applicable state association or Affiliate Association applicable to the final decision.

The Petition shall be filed with the Chair and USA Hockey's business office in Colorado Springs, Colorado, and shall be served on all named parties, no later than fourteen (14) days from the date of the decision that is the subject of the Petition. Filing shall be deemed to have occurred upon receipt of the Petition by USA Hockey's business office in Colorado Springs, Colorado. Filing, and responses, may be accomplished by U.S. Postal Service, overnight courier, and/or email to the proper persons.

**(6) Response**

Any responding party to the Petition shall file its response in the same manner and which shall meet the same requirements set out in Bylaw 10.G.(4) above upon all other parties within fourteen (14) days of the responding party's receipt of the Petition. Any named party not responding within the time period above shall continue to be a party to the arbitration, but shall have no further right to assert any rights, defenses or claims in the arbitration.

**(7) Selection of Arbitrators**

An arbitration panel ("panel") shall consist of three (3) arbitrators. The panel shall include at least one (1) attorney and one (1) athlete arbitrator. Each arbitrator shall be impartial and independent and shall perform his or her duties with diligence and good faith. The panel shall be appointed in the following manner:

- (a) The Arbitration Supervisor shall send simultaneously to each party to the dispute an identical list of the names of persons on the National Roster of Arbitrators in each sub-roster of arbitrators. The parties are encouraged to agree to the arbitrators from the submitted list and to advise the Arbitration Supervisor of their agreement.
- (b) If the parties are unable to agree upon the arbitrators, each party to the dispute shall have 14 calendar days from receipt of the list from the Arbitration Supervisor to rank in preferred order the names of the potential arbitrators in each sub-roster. The parties are not required to exchange ranking lists. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party in such order as may be determined by the Arbitration Supervisor. From among the persons on both lists, and in accordance with the designated order of mutual preference if possible, the Arbitration Supervisor shall select the arbitrators. If selection by mutual ranking is not possible for an arbitrator in a sub-roster, the Arbitration Supervisor shall have the power in the Arbitration Supervisor's sole discretion to make the appointment from among the members of the sub-roster without the submission of additional lists or names to the parties.
- (c) When there are two or more petitioners or two or more respondents, the Arbitration Supervisor may appoint all the arbitrators from

among the lists of the National Roster of Arbitrators for each sub-roster.

- (d) An attorney member of the panel selected from the attorney sub-roster shall be the chair of the panel.

Prior to the forming of the panel, no party to the arbitration may file any temporary or preliminary motions or requests to the panel requesting interim relief.

**(8) Qualification of Arbitrators**

All arbitrators shall have experience and knowledge about the organization and administration of amateur ice hockey in the United States and the sport of ice hockey itself, specifically including present or former athletes who played the sport of ice hockey and those who have demonstrated experience and involvement with national, Affiliate, state, or local ice hockey organizations. Officers, directors or similar representative) or employees of USA Hockey may serve as arbitrators, but may not serve as the chair of the arbitration panel.

**(9) Supervision of Arbitration**

- (a) The arbitration shall be supervised by the Arbitration Supervisor. The Arbitration Supervisor shall supervise, but not take part in the arbitration. The Arbitration Supervisor shall promptly review the parties' submissions and determine if the matter is properly arbitrable under this Bylaw and may make any decision or ruling, or take any action that the Arbitration Supervisor determines in his/her sole discretion is necessary for the prompt and proper conduct of the arbitration.

Any decision of the Arbitration Supervisor, that the matter is not arbitrable, or that in any other way terminates the entire proceeding, shall be immediately appealable to the National Appeal Committee as provided in Section 10.E.(1)(a) of this Bylaw 10.

- (b) Except as noted above, all of the decisions and actions of the Arbitration Supervisor shall otherwise be final and non-appealable. Such decisions and actions shall include without limitation:
1. confirming the correct parties to the arbitration and adding, removing or realigning parties as appropriate and necessary within the exercise of his/her sole discretion;
  2. determining that the issues as set out by the parties are appropriately subject to this arbitration procedure and that the initial submissions of the parties are complete and filed in a timely fashion;
  3. informing the parties in writing that the arbitration has been initiated and providing the parties with a list of arbitrators from the National Roster of Arbitrators in accordance with Bylaw 10.G.(7)(a);
  4. selecting the arbitrators in accordance with Bylaw 10.G.7(b) and (c);

5. confirm, restate, modify, delete or otherwise frame the issues to be arbitrated;
  6. a determination of whether a Record has been presented by the parties in their respective submissions to enable the panel to proceed with the arbitration; and
  7. inform the parties that the arbitration is ready to proceed.
- (c) Failure to timely comply with the Chair's or the Arbitration Supervisor's directions and/or to file an appeal with the National Appeal Committee shall terminate the arbitration procedure and the immediately preceding final decision shall be final and binding on all parties.
  - (d) When USA Hockey is named in the arbitration and is a real party in interest to the arbitration, the Chair shall not serve as the Arbitration Supervisor and shall appoint as his/her designee to be the Arbitration Supervisor an independent and objective person with at least five (5) years experience in supervising or arbitrating commercial arbitrations. The appointed Arbitration Supervisor shall have the authority as set out in Bylaw 10.9.

#### **(10) Hearing**

Once the panel has been formed the arbitrators should conference in a manner of their choosing and determine how the panel will conduct the hearing on the arbitration. The panel will determine whether it will proceed upon the submission of documents, take testimony in person, place limits on time for submission of evidence, the rules of evidence to be applied and establish a procedural order for the hearing to be completed. The panel shall not conduct a de novo investigation or hearing but shall be limited to the Record of the matter before it. The panel shall not entertain any theories or evidence that have not been decided or submitted to the body that decided the issue being arbitrated.

The panel shall render a written decision within twenty (20) days from the date of the completion of the hearing unless a majority of the panel determines this time frame should be extended. The decision shall be in writing and shall set forth findings of fact along with the reasoning and conclusion of the panel.

#### **(11) Burden of Proof**

The party that has filed the Petition for Arbitration shall have the burden of proof to present sufficient evidence and to persuade the panel by clear and convincing evidence to uphold its appeal. The panel may make inferences and presumptions from the evidence presented to it or from the failure to produce available evidence, materials or witnesses.

#### **(12) Standard for Determination**

In making its determination and deciding the matter before it, the panel shall be limited to deciding whether in the decision being appealed that:

- (a) there was an abuse of discretion by the governing body; or
- (b) the governing body acted in an arbitrary and capricious manner; and



(c) but for such actions, a different result would have resulted.

**(13) No Appeal**

The decision of the panel, and where addressed in this Bylaw 10.G., decisions of the Chair and/or Arbitration Supervisor, shall be final and not subject to further appeal.

**(14) Bond/Expenses**

A bond in the form of a certified check in the amount of \$3,000 (or such higher amount as may be determined by the Chair in his/her discretion), and in a form determined by the Chair, and made payable to USA Hockey, Inc., shall accompany the Petition for Arbitration. The Chair or the Arbitration Supervisor may set any other bond requirements for the Petitioner and other parties in his/her discretion.

The panel may determine in its discretion to assess costs and/or attorney's fees against the party that does not prevail. The prevailing party may petition the panel for such assessment of costs and/or attorney's fees after the panel's decision is rendered.

**H. Exception to Internal Arbitration – AAA Arbitration – United States Olympic & Paralympic Committee and Protected Competition**

Notwithstanding anything to the contrary contained in Bylaw 10.I or in USA Hockey's Rules and Regulations:

- (1) As provided by Bylaw 10.B.(1), USA Hockey agrees to submit to binding arbitration conducted in accordance with the commercial rules of the American Arbitration Association, any controversy involving its recognition as a national governing body, or involving the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to participate in amateur athletic competition, as provided in the USOPC Constitution and the USOPC's Bylaws, and
- (2) No action on behalf of USA Hockey shall be made, or shall be deemed to have been made, which denies or threatens to deny, in violation of approved selection criteria, any amateur athlete the opportunity to compete in Protected Competition.

**I. Recourse to Courts, Rules**

In the event of recourse to the courts of any jurisdiction on any matter and for any reason without adhering to this Bylaw 10 and without altering the prohibition against that recourse stated in these Bylaw, the following principles shall prevail:

**(1) Laws of Colorado Apply**

The laws of the State of Colorado (except for any conflict of laws provision that may apply another state's law) shall govern;

**(2) Deference to Governing Body Expertise**

The constructions, interpretations, rulings, procedures, decision and opinions of the Governing Bodies, their directors, officers and other duly authorized personnel, and local sub-affiliates shall be deferred to as being the product of its experience and judgmental expertise in hockey and in the administration of that hockey. In the event of a conflict in construction, interpretations, rulings, decisions and opinions between Governing Bodies and/or sub-affiliates, they shall be given precedence



in the following order: USA Hockey, Affiliate Association, regional, state sub-affiliates and then local, sub-affiliates, with USA Hockey being considered the highest authority;

**(3) Other Reasonable Inferences Not Controlling**

The fact that another reasonable inference or interpretation could be made will not be grounds for overruling or modifying a decision of a Governing Body (including its duly authorized personnel);

**(4) Limitation on Evidence and Theories to Original Hearing**

Only the evidence and theories explicitly presented to the original Governing Body or sub-affiliate for its consideration prior to the rendering of the initial decision by that Governing Body or sub-affiliate shall be presented or considered in court;

**(5) Burden of Proof**

The burden of proof shall be on the party attempting to have any decision or action of a Governing Body (including its duly authorized personnel) and/or sub-affiliate reversed, modified or changed in any way, and that burden shall be the equivalent of the highest degree of proof required in any civil proceeding;

**(6) Governing Bodies/Volunteers/Costs**

Given the fact that the Governing Bodies and sub-affiliates are not-for-profit organizations administered by volunteer effort, each party that is not successful in overturning in its entirety a procedure, ruling or other decision of a Governing Body, shall pay for any and all fees, expenses and other costs of the Governing Body (including its sub-affiliates) with respect to that matter (including, but not limited to: attorney's fees, court, court reporter, transcript, document and exhibit costs; fees and expenses of consultants, experts, investigators and witnesses, and in obtaining or producing materials or evidence, transportation and other per diem and incidental expenses of each of the foregoing and of all volunteers; and, the value of each volunteer's time, both in and out of court, as measured by that individual's customary work position).

## **11. CONFLICT OF INTEREST/ETHICAL PRACTICES**

- A.** A conflict of interest policy in a form requiring disclosure of financial or other conflicts of interest shall be enacted and approved by the Board of Directors.

## **12. AMENDMENTS**

- A.** Amendments to these Bylaws shall only be made every two years commencing in 2014 and shall be made only at an Winter Meeting of the Board of Directors held in even-numbered years, provided, however, that amendments to these Bylaws may also be made at an Winter Meeting held in an odd-numbered year if approved by the appropriate USA Hockey council or committee and approved by the Executive Committee. Amendment in any year shall be permitted only after specific notice to the principal office of USA Hockey in writing pursuant to the provisions of Bylaws 7 and 8 herein. The principal office of USA Hockey shall communicate such proposed amendments or alterations to each director by May 1 prior to such Annual Meeting. All