











































disciplinary matters. Pursuant to this policy, grievances and disciplinary matters have been divided into two (2) different areas:

- i. Disciplinary Matters. Disciplinary Matters involve one (1) or more alleged violations of USAT's rules, policies, procedures, and/or these Bylaws, or other violations described in below, where USAT may impose penalties for such violations. The specific procedures governing Disciplinary Matters are set forth in Sections 4 through 7 of this Policy.
- ii. Grievances against USAT. Grievances against USAT involve a complaint by a member of USAT against USAT alleging that USAT has violated one (1) or more of USAT's rules, policies, procedures, and/or these Bylaws (this includes allegations that USAT has violated in individual's opportunity to participate in a protected competition), the USOC bylaws, and/or the Sports Act. The specific procedures governing Grievances against USAT are set forth in Sections 8 through 9 of these Bylaws.

Section 3 - Items Not Subject to this Policy. The following matters shall not be subject to adjudication under this Policy, and no claims or actions may be brought involving the following:

- i. The final decision of an official during a USAT-sanctioned event, or any rulings involving a field of play decision shall not be reviewable through the procedures for, or the subject of, this Grievance Policy unless the decision is: (i) outside the authority of the official to make, or (ii) the product of fraud, corruption, partiality, misapplication of a racing rule, or other serious misconduct of the official.
- ii. Claims involving specific action(s) or inaction(s) by the Board of Directors or the CEO involving corporate actions, or the direction and/or management of USAT.
- iii. Claims involving employment matters and/or contractual relationships with USAT.
- iv. Claims of misconduct or error on the part of USADA and/or WADA personnel, or laboratories utilized by either USADA or WADA; or otherwise arising from or related to the imposition of discipline (or failure to impose discipline) for any actual or alleged doping offense(s).
- v. Claims against USAT or a member of USAT that do not involve violations of one (1) or more of USAT's rules, policies, procedures, and/or these Bylaws.

## **DISCIPLINARY MATTERS**

Section 4. Initial Review of Possible Violation(s).

If the CEO is alerted or determines on his/her own initiative that one or more members, or other individual participating in one or more activities or competitions sanctioned by USAT, may have either (i) violated one or more of USAT's rules, policies, procedures, and/or these

Bylaws, or (ii) committed any acts or omissions involving malfeasance and/or conduct detrimental to the best interests of USAT or the sport of triathlon, then the CEO (or his or her designee) shall gather such information as may be relevant. Such information gathering may include, without limitation, interviews with those individuals involved in the matter.

#### Section 5. Initial Determination.

After conducting the initial review, the CEO (or his or her designee, or in the event that the CEO has a conflict of interest, then the President) shall make an initial determination of whether a violation has occurred (the "Initial Determination"), and shall communicate the decision to the member(s) and/or individuals involved. The communication shall describe the allegations, the decision of the CEO (or his or her designee), and the proposed penalty to be imposed; provided, however, if the penalty to be imposed by the CEO (or his or her designee) involves suspension from USAT, termination of membership in USAT, or any period of ineligibility, then the matter shall be referred to a Hearing before the Hearings and Appeals Committee as provided in Sections 10 through 23 of this Policy, unless the member or individual chooses to accept the proposed suspension, ineligibility or termination of membership, or the member/individual and USAT otherwise agree on a penalty to be imposed.

#### Section 6. Dispute of Initial Determination.

A member or individual who has been found to have committed a violation described in Section 5 shall have thirty (30) days from the date of the notice of the Initial Determination in which to dispute the Initial Determination. Information regarding submission can be found on [www.usatriathlon.org](http://www.usatriathlon.org). A dispute must be received by USAT by the applicable deadline. A properly filed dispute shall be referred to the Chair of the Board of the Hearings and Appeals Committee for a Hearing as provided in Sections 10 through 23 of this Policy. If the member or individual fails to file a dispute by the deadline, then the Initial Determination, including any penalties imposed, shall be final and binding.

#### Section 7. Penalties Imposed by Other Entities.

USAT shall honor the suspension(s) or other disciplinary action(s) imposed upon one (1) or more USAT members or other individuals by the ISU, the USOC, USADA and/or WADA. USAT may, where appropriate, hold in abeyance a Disciplinary Matter proceeding pending a proceeding before the ITU, the USOC, USADA and/or WADA. Nothing in this Section 7 shall prohibit or impede USAT from holding a hearing on a matter that has been acted upon by another organization and imposing a penalty that is different than that imposed by the other organization.

## **GRIEVANCES AGAINST USAT**

### Section 8. Requirements for a Grievance against USAT.

A Grievance against USAT must be filed by a member, and must: (i) allege with particularity that USAT has violated one (1) or more of USAT's, rules, policies, procedures and/or these Bylaws (this includes allegations that USAT has violated the member's opportunity to participate in a protected competition), the USOC Bylaws, or the Sports Act, including the specific rules, etc. allegedly violated by USAT; (ii) be submitted in writing to the CEO of USAT; (iii) be accompanied by a non-refundable filing fee of \$250 made payable to USAT; and (iv) be submitted within one-hundred twenty (120) days of the date that the Complainant knows, or reasonably should have known, of the facts giving rise to the Grievance against USAT, except in the case of allegations of a denial of an opportunity to participate, in which case the Complainant must file a Grievance against USAT within one hundred eighty (180) days of the date of the alleged denial. If the Grievance against USAT does not satisfy the requirements of this Section 8, the CEO (or his or her designee) may return the Complaint to the Complainant with a notice of the defective or missing items.

- i. **Affected Parties.** Where a complaint is filed involving selection of an individual to participate in a competition, the Complainant shall include with the Complaint a list of all other individuals that the Complainant believes could be directly affected by a decision rendered on the Complaint. USAT shall likewise submit a list of individuals, together with their contact information, that could be directly affected by a decision rendered on the Complaint.
- ii. **Special Rights of Those Alleging a Denial of The Opportunity to Participate.** Any member alleging the denial or threatened denial of the right of an opportunity to participate in the Olympic Games, a World Championship competition or such other "protected competition" as defined by the USOC in its Bylaws has the right either to file a Grievance against USAT in accordance with the procedures set forth in Sections 8 through 9 of this Policy, or avail himself or herself of the rights and remedies available pursuant to Section 9 of the USOC Bylaws. In this regard, the aggrieved athlete may wish to consult with the USOC Athlete Ombudsman, whose contact information is readily available on the USOC website, USAT's athlete representatives to the USOC AAC, and/or another representative of his/her choice. If a member opts to pursue arbitration in accordance with Section 9 of the USOC Bylaws, then the decision of the arbitration shall apply, and this Grievance Procedure shall no longer be available.
- iii. **Referral to Hearings and Appeals Committee.** The CEO (or his or her designee) shall promptly forward to the Chair of the Hearings and Appeals Committee any Grievance against USAT that is filed on the proper form and includes the proper filing fee. If a

Grievance against USAT is not accompanied by the proper filing fee, the CEO shall return the complaint to the Complainant with notice of the deficiencies. Within ten (10) days of receipt of a Grievance against USAT forwarded by the CEO, the Chair of the Hearings and Appeals Committee shall review the Complaint and shall notify the Complainant of any deficiencies. In the case of a properly filed Grievance against USAT, the Chair of the Hearings and Appeals Committee shall commence the process for a Hearing in accordance with Sections 10 through 23 of this Policy.

Section 9. Mediation of Grievance against USAT.

Where appropriate, the CEO of USAT, or if the CEO is directly implicated in the Grievance Against USAT, then the President of USAT (or his designee), may seek to mediate the dispute with the Complainant.

**HEARINGS AND APPEALS COMMITTEE PROCESS AND HEARING**

Section 10. Administration of Matter Referred to Hearings and Appeals Committee.

The Hearings and Appeals Committee shall administer and oversee matters referred to it under this Policy (a “Referral”) according to the procedures set forth below.

Section 11. Appointment of Hearing Panel.

Within fifteen (15) days after receipt of a Referral, the Chair of the Hearings and Appeals Committee shall (i) appoint a Hearing Panel consisting of three (3) or five (5) disinterested and impartial individuals, at least one of whom must be an athlete meeting the definition for “Elite Athlete” as set forth in Article VI, Section 1(a) of these Bylaws (the “Hearing Panel”) to hear the matter, and (ii) name one (1) of the individuals of the Hearing Panel as Chair of the Hearing Panel (the “Chair”). If any party with a direct interest in the outcome believes that a Hearing Panel member is neither disinterested nor impartial, that party may challenge the participation of that Hearing Panel member to the Chair of the Hearings and Appeals Committee. The Hearing Panel member in question shall thereafter be presented with the challenge and may, upon review, recuse himself or herself. If the Hearing Panel member in question does not recuse himself or herself, then the Chair of the Hearings and Appeals Committee shall review the objection and comments, if any, of the Hearing Panel member in question. If the Chair of the Hearings and Appeals Committee determines in his or her sole discretion that the Hearing Panel member’s service on the Hearing Panel may pose an appearance of impropriety, he or she may replace that member.

Section 12. Documents Provided to Panel.

Within ten (10) days of the appointment of the Hearing Panel, the CEO (or his or her

designee) will provide to the Chair of the Hearing Panel a copy of each of the following documents: (i) the Complaint; (ii) all materials filed with the Complaint, if any; and (iii) any relevant documents in the possession of USAT. The Hearing Panel shall ensure that all relevant parties have been provided with the relevant materials described in Section 12 of this Policy.

Section 13. Affected Parties.

The Hearing Panel shall ensure that any affected parties are provided with the relevant materials described in Section 13. The Hearing Panel may also determine that individuals not listed by either the Complainant or USAT as an affected party shall be given notice. Any party named as an affected party shall be eligible to participate fully in the Grievance, including the Hearing. Any party notified of the Complaint as a potentially affected party shall be bound by the decision of the Hearing Panel, even if he or she chooses not to participate.

Section 14. Possible Dismissal of Complaint.

The Hearing Panel shall have the authority to dismiss a Complaint if it determines that the Complaint is not appropriate for the Hearing process, including without limitation a lack of jurisdiction or inappropriate subject matter for the Grievance.

Section 15. Discovery; Exchange of Documents, Witness Lists and Evidence.

The Hearing Panel shall determine whether, and to what extent, discovery and exchange of documents will be allowed or required, subject to the understanding that the Hearing process is meant to be efficient and streamlined. The Hearing Panel shall also set the deadline for the exchange of witness lists and evidence to be presented at the Hearing.

Section 16. Time and Place of Hearing.

The Chair of the Hearing Panel will select the time and place for the Grievance Hearing so as to have the Hearing occur at the earliest convenient date consistent with the need to provide the parties with adequate time to prepare. In any event, the Hearing shall be scheduled not fewer than fifteen (15) days, nor more than one hundred twenty (120) days, after appointment of the Hearing Panel, unless the Hearing is to be expedited or the Hearing Panel specifically determines that a longer period is necessary in the interests of justice. The Hearing Panel shall also shorten all time periods as it deems necessary and appropriate in order to render a decision in a timely manner under the circumstance of the Grievance and taking into consideration any related deadline(s), forthcoming competition(s) or event(s).

Section 17. Manner of Hearing.



The Chair will conduct the Hearing in person, by telephonic conference call, video conference or other similar electronic means whereby all parties participating may hear each other during the Hearing. The Chair will communicate information about the Hearing schedule to all interested parties. An in-person Hearing shall not be mandatory, unless the Hearing Panel, in its sole discretion, determines an in-person Hearing is required.

Section 18. Minimum Standards for Hearing.

The procedures to be followed at the Hearing shall, at a minimum, include the opportunity for each party to (i) be represented by counsel (at that party's expense), (ii) present oral or written evidence, (iii) cross-examine witnesses, and (iv) present such factual or legal claims as may be relevant to their respective claim(s) or defense(s).

Section 19. Conduct of the Hearing.

The Chair of the Hearing Panel shall preside over the Hearing, and shall make evidentiary rulings and otherwise control the conduct of the Hearing. The testimony of witnesses shall be taken under oath administered by the Chair of the Hearing Panel. The rules of evidence applicable to court proceedings shall not be strictly enforced, but the Panel shall give lesser weight to hearsay testimony, if admitted into evidence. The Chair of the Hearing Panel, in consultation with the other members of the Hearing Panel, shall set such time-lines and such other rules regarding the conduct of the Hearing as he or she deems appropriate and/or necessary. Testimony at a Hearing shall be taken under oath.

Section 20. Recording the Hearing.

Any party to a Hearing may cause the Hearing to be stenographically or electronically recorded. The cost thereof shall be borne by the party or parties requesting the recordation and the nature of the recording process shall be announced on the record at the beginning of the Hearing. The recording or transcript shall be made available to every other party upon reimbursement of a pro rata share of the recording and transcription expense, and to the Hearing Panel at no cost. No person may secretly record a Hearing, or cause a Hearing to be secretly recorded, in any form.

Section 21. Burden of Proof.

In the conduct of a Hearing, the burden of proof shall be upon the Complainant to prove his or her allegations by a preponderance of the evidence, except in the case of a Disciplinary Matter that is being disputed by a member, in which case the burden of proof shall be on USAT to prove the allegations by a preponderance of the evidence. For purposes of these Bylaws, "preponderance of the evidence" means superiority in weight of evidence that is more convincing (even if minimally) than the evidence presented by the other party.

Section 22. Decision of the Panel.

Decisions on the merits of the Grievance and the form of remedies, including the nature and extent of discipline, shall be determined by a majority vote of the Hearing Panel. The Hearing Panel shall report its decision on the merits in writing within twenty (20) business days of the conclusion of the Hearing; provided, however, that if necessary due to time constraints, the Hearing Panel may render its decision orally, or in writing without reasoning, to be followed by a written decision as soon as practicable. The decision shall be sent to the parties.

Section 23. Legal Fees.

Every party has the right to be represented by an attorney or other representative of his or her own selection in any proceeding under this Policy. However, each party shall pay his/her/its own legal and/or representation fees in all proceedings under this Policy, unless such fees are awarded by the Hearing Panel. Without limiting the ability of a member who is claiming that his or her opportunity to participate has been denied to avail himself/herself of the process set forth in Section 9 of the USOC Bylaws, a decision made by the Hearing Panel shall be final and binding and may not be appealed within USAT.

ARTICLE XV- ATHLETE REPRESENTATIVE TO

UNITED STATES OLYMPIC COMMITTEE (USOC) ATHLETES' ADVISORY  
COUNCIL

Section 1. Number of Representatives. One (1) Athlete Representative and one (1) alternate shall be elected to represent USA Triathlon on the United States Olympic Committee (USOC) Athletes' Advisory Council. The Athlete Representative and the alternate shall be elected at least sixty (60) days prior to each Quadrennial Meeting of the USOC Board of Directors.

Section 2. Eligibility. The Athlete Representative and the alternate to the USOC Athletes' Advisory Council shall have represented the United States in the Olympic, Paralympic, Pan American, Parapan American, or World Championships, or an event designated as an Operation Gold event within the ten (10) years preceding election.

Section 3. Direct Election. The Athlete Representative and the alternate to the USOC

Athlete Advisory Council shall be directly elected by athletes as defined by the USOC. The ballot containing the names of at least one (1) male and one (1) female candidate shall be made available to all athletes as defined by the USOC at least one (1) month prior to the start of the summer Olympic and Paralympic Games to ensure that the Athlete Representative and the alternate are elected prior to the USOC Quadrennial Meeting. The ballot shall set forth the proposed action and provide a reasonable time within which to return the ballot in order to be counted. The person receiving the most votes shall be the Athlete Representative and the alternate shall be the person of the opposite gender of the elected Athlete Representative receiving the most votes. The Athlete Representative and the alternate shall be elected for a four (4) year term and until their successor is duly elected and qualified, and shall be eligible for election to one (1) additional consecutive four (4) year term, but in no event shall any Athlete Representative or alternate to the USOC Athlete Advisory Council be elected for more than two (2) consecutive full terms as the Athlete Representative and/or the alternate.

Section 4. Replacement. Where the Athlete Representative is unable to perform the duties of the position the alternate will assume the duties. Where the alternate is unable or unwilling to fill a vacant Athlete Representative seat a new election will be held to fill the seat.

## ARTICLE XVI - CONFLICT OF INTEREST

It is in the best interests of USA Triathlon to be aware of and properly manage all conflicts of interest or the appearance of a conflict of interest. The Board of Directors shall maintain a Conflict of Interest Policy that defines what the term means, to whom the policy applies, and the specific process that will be involved to surface, acknowledge and manage conflicts of interest. This policy will be subject to periodic review by the Nominating and Governance Committee.

## ARTICLE XVII - INDEMNIFICATION

Section 1. Definitions. For the purpose of this Article,

- a) "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer,

employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at the request of the predecessor corporation;

- b) "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and
- c) "expenses" includes, without limitation, all attorneys' fees, costs, and other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 2. Successful Defense By Agent. To the extent that an agent of this corporation has been successful on the merits in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 3 through 5 shall determine whether the agent is entitled to indemnification.

Section 3. Actions Brought by Persons Other Than the Corporation. Subject to the required findings to be made pursuant to Section 5, below, this corporation shall indemnify any person who was or is a party, or is threatened to be made party, to any proceeding other than an action brought by, or on behalf of, this corporation, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of Colorado Revised Statutes Section 7-128-501, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this corporation, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

Section 4. Action Brought by or on Behalf of the Corporation.

- a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.
- b) Claims and suits awarded against agent. This 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 brought by or on behalf of this corporation by reason of the fact that the person is or was an agent of this corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

- i. The determination of good faith conduct required by Section 5 below, must be made in the manner provided for in that section; and
- ii. Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Sections 3 and 4 above is conditioned on the following:

- a) Required standard of conduct. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this corporation, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.
- b) Manner of determination of good faith conduct. The determination that the agent did act in the manner complying with Paragraph (a) above shall be made by:
  - i. the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to the proceeding;
  - ii. the affirmative vote (or written ballot in accord with Article VI, Section 6) of a majority of the votes represented and voting at a duly held meeting of members at which a quorum is present (which affirmative votes also constitute a majority of the required quorum); or
  - iii. the court in which the proceeding is or was pending.

Such determination may be made on application brought by this corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney, or other person is opposed by this corporation.

Section 6. Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b) (iii), in any circumstance when it appears:

- a) That the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, a resolution of the members, or an agreement that prohibits or limits indemnifications that was in effect when the cause of action accrued; or
- b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. Advance of Expense. Expenses incurred in defending any proceeding may be advanced by USA Triathlon before the final disposition of the proceeding as authorized by the Board.

Section 8. Contractual rights of Nondirectors and Nonofficers. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

Section 9. Insurance. The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation against any liability, other than for violating provisions against liability for self-dealing, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this section.

## ARTICLE XVIII - AMENDMENTS TO THE BYLAWS

Amendments to or Repeal of the Bylaws. The Bylaws of USA Triathlon may be amended or repealed only by vote of the membership or vote of a supermajority of the Board of Directors as specified in Article XIX, Section 4 below.

## ARTICLE XIX – ELECTIONS

Section 1. In General.

- a) Fair Elections. It is intended that USA Triathlon elections shall be as free from unfair influence and manipulation as is reasonably possible. Elections shall be by written ballot or proven electronic means.
- b) Election Administrator. The USAT Chief Executive Officer shall have overall

responsibility for assuring proper implementation of all provisions of USAT’s Bylaws with respect to Board elections, including recall elections.

- c) Independent Outside Auditing Firm. The Chief Executive Officer shall be required to retain an independent outside auditing firm which will be responsible for collecting the ballots, counting the votes, and certifying the election results. The contract with the auditing firm shall specify that no USAT employee, board member, candidate or anyone outside the employment of the auditing firm shall have access to any information with respect to the number of ballots being received, any interim vote count or any other information with respect to an ongoing election, until such time as the election results are announced by the auditing firm.
- d) Participation in Elections. Broad and robust participation in elections is important to the long-term success of USA Triathlon. Within the context of these Bylaws, the Board shall take steps to accomplish these goals.

Section 2. Elections. Elections shall be held according to the following schedule:

July 1	Nominations open for the upcoming year.
August 15	Nominations close.
September 15	Ballots made available to members, and ballots and candidate information posted on USA Triathlon website.
October 15	Final day for ballots to be postmarked or electronically recorded.
October 31	Election results announced.
November 15	Deadline to protest election.
December 15	Deadline to hear and decide any protest.
December 16	Election results certified.
January 1	New Board takes office.

Section 3. Elections. Elections shall be held according to the following rules:

- a) All elections shall use the Regions as provided in Article VII, Section 3 above.

- b) Each election shall be conducted using the rules set forth in Article XIX, Section 7, below.

Section 4. Amendment or Repeal of the Bylaws. With the exceptions of actions taken at meetings of the membership, and the vehicle for reapportionment contained in Article IV, Section 2 (c), there are four methods for amendment or repeal of USA Triathlon Bylaws:

- a) Standard Initiative. Annual members in good standing may invoke the Standard Initiative process to amend or repeal the Bylaws by submitting a petition to the executive director according to following terms and conditions:

- (1) The petition shall state the precise language of the proposed amendment.
- (2) The petition shall include an explanation of not more than 1000 words stating the reasons for the proposed amendment.
- (3) The petition shall be signed by not less than 1% of annual members in good standing as of December 31 of the previous year. Each signature shall be accompanied by the name, complete address, day and evening phone numbers, e-mail address, and annual membership number of the annual member.
- (4) The Board shall determine whether or not the proposed amendment is in the best interests of USA Triathlon, and may prepare a written explanation of its position, not to exceed 1000 words.
- (5) The proposed amendment and the explanations for and against it shall be included on the ballot at the next election, along the opportunity to vote yes or no on the question.
- (6) If a super-majority of at least sixty percent of the ballots submitted to the election administrator at the election are in favor of the proposed amendment, the Bylaws are so amended. If not, the proposed amendment fails.

- b) Special Initiative. Annual members in good standing may invoke the Special Initiative process to amend or repeal the Bylaws according to the following terms and conditions:

- (1) The petition shall state the precise language of the proposed amendment.
- (2) The petition shall include an explanation of not more than 500 words stating the reasons for the proposed amendment.



(3) The petition shall be signed by not fewer than 2 ½% of annual members in good standing as of December 31 of the previous year. Each signature shall be accompanied by the name, complete address, day and evening phone numbers, e-mail address, and annual membership number of the annual member.

(4) If the Board shall determine that the proposed amendment is not in the best interests of USA Triathlon, it may prepare a written explanation of its position, not to exceed 500 words.

(5) The proposed amendment and the explanations for and against, along the opportunity to vote yes or no on the question, shall be submitted to the annual members in good standing at a special election. The ballots shall be made available within 30 days of the executive director's receipt of said petition and the election shall close 75 days after the executive director's receipt of said petition. The results of the voting shall be announced within 15 days after the close of the election.

(6) If a super-majority of at least sixty percent of the ballots submitted to the election administrator at the election are in favor of the proposed amendment, the Bylaws are so amended. If not, the proposed amendment fails.

c) Vote to Approve Resolution by Board of Directors. The Board of Directors may submit a proposal to amend or repeal the Bylaws to a vote of the membership according to the following terms and conditions.

(1) The proposal shall state the precise language of the proposed amendment and shall include an explanation of not more than 1000 words stating the reasons for the proposed amendment. The full language of the amendment as well as the explanation shall be posted on the USA Triathlon website.

(2) A description of the proposed amendment shall be included on the ballot at the next election, along the opportunity to vote yes or no on the question.

(3) If a majority of ballots submitted to the election administrator at the election are in favor of the proposed amendment, the Bylaws are so amended. If a majority of ballots submitted are against the proposed amendment, the amendment is defeated.

d) Amendment by Vote of the Board of Directors. With the exception of the specific Articles and Sections of these Bylaws specified below, the Board of Directors shall have the right to amend these Bylaws upon two-thirds vote the number of seats on the Board of Directors:

(1) Article VII, Board of Directors: Section 1, Section 2, Section 3, Section 4, and Section 6

(2) Article XIX, Elections.

(3) Article XXI, Sunshine Policy.

Any such resolution to amend the bylaws by vote of the Board of Directors shall be posted on the USA Triathlon website with a prominent link from the home page for a period of not less than 30 days prior to being voted upon.

Section 5. Recall.

- a) The annual members of a Region shall have the power to recall the General Director representing that Region.
- b) A recall petition shall include the following:
  - (1) The name of the General Director to be recalled;
  - (2) A description of not more than 500 words setting forth the reasons for the recall; and
  - (3) The signatures of a number of annual members in good standing from the Region, which number will be not less than that number which is equal to 10% of the annual members residing in the Region as of December 31 of the calendar year immediately preceding the year of the recall petition. Each signature shall be accompanied by the name, complete address, day and evening telephone numbers, e-mail address, and annual membership number of the annual member.
- c) The recall petition shall be submitted to the independent outside auditing firm retained by the Chief Executive Officer, whose responsibility it will be to determine if all of the requirements of a recall petition have been satisfied. If the auditing firm determines that the requirements have been satisfied, the auditing firm will forward the recall petition to the Chief Executive Officer. If the auditing firm determines that the petition does not satisfy the recall petition requirements, the petition shall be returned to the petitioners with a written explanation of the petition's deficiencies. The auditing firm shall complete its responsibilities under this paragraph within 30 days of receipt of the petition.
- d) Within 30 days of the Chief Executive Officer's receipt of the recall petition from the auditing firm, the Chief Executive Officer shall oversee preparation of a ballot, the form of which shall be consistent with the form of ballot requirements set forth in

Article XXI, Section 7(c), and shall make available the ballot and all the information set forth in paragraph (e), below to each annual member in the Region. The recall vote shall close 30 days after the date the ballot is made available.

- e) The recall ballot shall be accompanied by a document setting forth the name of the General Director to be recalled, the description contained in the recall petition of the reasons for the recall, and if the General Director subject to the recall chooses to submit a written defense to the recall petition not exceeding 500 words, this written defense shall also be made available with the ballot.
- f) For a recall ballot to be counted, the member must electronically record, mail or send it by delivery service with a postmark or send date no later than the date specified in the ballot, or physically return it by such date to the office of the independent outside auditing firm tabulating the votes. Only original ballots that are signed by the member and include the member's printed name, state of residence, membership number, and membership expiration date shall be counted.
- g) A super-majority of at least sixty percent (60%) of the votes will be required to recall a General Director.
- h) The ballots shall be counted by the independent outside auditing firm. The decision as to whether a ballot satisfies all the requirements to be counted shall be the sole decision of the auditing firm tabulating the votes. The results of the recall shall be posted on USAT's website no later than 14 days after the last date for ballots to be made available. No USAT employee, Board member, or anyone else outside the employment of the auditing firm shall have access to any information with respect to the number of ballots being received, any interim vote count or any other information with respect to the recall election, until such time as the results are announced by the auditing firm.
- i) A General Director who is recalled may protest the results of the recall election. The provisions of Article XV "Hearings and Appeals" of USAT's Bylaws shall govern this process. The recalled Director shall have 14 days from the date the election results are posted on USAT's website to protest the election. The protest shall be heard and decided within 30 days of the filing of the protest by the Director. No other protest of a recall election is permitted.

Section 6. Voter Eligibility.

a) Only current annual members, who are at least 18 years of age, in good standing of USA Triathlon, shall have the right to vote on matters covered by these Bylaws.

Section 7. Election Procedures.

(1) An annual member in good standing of USA Triathlon who is also a citizen of the United States may submit a petition for his or her nomination to the General Directors post in the Region in which he or she resides. The petition shall include the following:

- i. The name, complete address, day and evening phone numbers, e- mail address, and annual membership number of the nominee.
- ii. A written platform; the platform shall not exceed 500 words.
- iii. A passport-type photo of the nominee.
- iv. A brief resume.

**ARTICLE XX - MISCELLANEOUS**

Section 1. Compliance with Applicable Law. All provisions of these Bylaws shall be construed to conform and comply with all applicable state and federal laws and regulations.

Section 2. Severability. If any of the provisions of these Bylaws are held to be partially or wholly invalid or unenforceable, that holding shall not affect, alter, or impair any of the other provisions of this document. In such event, the Bylaws shall be construed as if the invalid or unenforceable provisions were omitted.

**ARTICLE XXI – SUNSHINE POLICY**

USA Triathlon believes that prompt and complete disclosure to the membership and the public at large of a wide variety of information on USA Triathlon decisions and activities is a critical feature of good governance.