

USSA BOARD OF DIRECTORS' MEETING MINUTES

September 17, 2015, 10:30 -11:45 a.m. mountain
USSA Center of Excellence, 1 Victory Lane, Park City, Utah

USSA Board of Directors

Chairman: Dexter Paine, New York, NY
Vice Chairman: Greg Boester, Rye, NY (Foundation) absent
Treasurer: John Bucksbaum, Chicago, IL (Foundation) absent
Tricia Byrnes, Aspen, CO (Snowboarding Athlete)
Jon Casson, Salt Lake City, UT (Snowboarding)
Charles Christianson, Anchorage, AK (Alpine Athlete)
Emily Cook, Park City, UT (Freestyle Athlete)
Bryan Fletcher, Steamboat Springs, CO (Jumping/Nordic Combined Athlete)
Cami Thompson Graves, East Thetford, VT (Cross Country)
Jeanne Jackson, Portland, OR (Foundation) absent
Lisa Kosglow, Hood River, OR (At-Large)
Darryl Landstrom, Minneapolis, MN (Alpine)
Dan Leever, Palm Beach, FL (At-Large)
Martina Lussi, Lake Placid, NY (Jumping/Combined)
Andy McLane, Weston, MA (Foundation)
Kipp Nelson, Ketchum, ID (Foundation) absent
Eric Resnick, Vail, CO (Foundation) absent
Chris Seemann, Winter Park, CO (Freestyle) absent
Tiger Shaw, Park City, UT (CEO)
James Southam, Anchorage, AK (Cross Country Athlete/USOC AAC Alternate)
Ex-Officio
Michael Berry, Lakewood, CO (National Ski Areas Association) absent
Grete Eliassen, Holladay UT (USOC Athletes' Advisory Council) absent
David Ingemie, McLean, VA (SnowSports Industries America) absent
Bill Marolt, Paradise Valley, AZ (USOC) absent
Hank Tauber, Park City, UT (FIS)

Guests: Luke Bodensteiner, Calum Clark, Mike Jaquet, Tom Kelly, Mark Lampe, Trisha Worthington, George Macomber, Alex Natt and Caitlin Furin.

1. Chairman Calls the USSA Board Meeting to Order: Dexter Paine

Dexter Paine called the meeting to order and welcomed everyone to the fall board meeting. The agenda had been distributed prior to the meeting. (Addendum 1) Paine asked Alex Natt to take a roll call of the board members present.

2. Roll Call of USSA Board Members & Establishment of Quorum: Alex Natt

Alex Natt took the roll of the USSA Board of Directors and confirmed the presence of a quorum. He noted that a short executive session was planned for the end of the call; he asked that all staff members not on the board drop from the call to allow discussion of a legal matter.

Paine indicated that he wanted to mention a couple of things before the minutes were approved. He noted that an hour and a half had been budgeted for the meeting and he wished to stick to that with the last 15 minutes devoted entirely to the executive session so, ideally, he hoped that the business could be conducted within one hour and 15 minutes.

Paine asked Alex Natt to obtain the approval of the minutes.

3. USSA May 2015 Meeting Minutes' Approval: Alex Natt

Alex Natt asked for the motion for approval of the May 2015 meeting minutes, if there were no changes.

Motion # 1: To approve the USSA Board of Directors' meeting minutes as presented.

M/S/C – D Landstrom / J Southam approved by acclamation

Shaw asked that anyone not speaking to please put their phones on mute.

4. USSA Chairman's Comments: Dexter Paine

Dexter Paine commented that many may have heard about the earthquake in Chile and that, while we have a number of athletes in Chile, those athletes are all safe and have not been impacted by the earthquake. The impact in the mountains was not what it was along the coast.

The purpose of this meeting is a general update and we have a lot going on – there were many streams that staff and committee members were working on. It is a time when we can't stand still in terms of moving the organization forward. The activity level in Park City is incredibly high and incredibly focused.

He stated that Jory Macomber was on the phone and that many were aware that Jory has been with the Team for a year and a half and was recently named the new head of school at Burke Mountain Academy. He congratulated Jory and said we were going to really miss him and praised him for everything he had done with the Teams but all knew that this was a tremendous opportunity. He could not imagine anyone more qualified. Macomber thanked Paine for this mention.

Paine said that everyone on the call had received their Hall of Fame election ballot and he asked that everyone fill it out. He said that, historically, we had not had great input from the USSA board members and if anyone had questions about the names on the ballot to please email or call Hank Tauber, who was an endless source of knowledge on the individuals and the process and could provide guidance. He thanked Hank for his willingness to provide good feedback on the Hall of Fame ballot.

Paine said that he would be splitting his report with Tiger Shaw. He said he had a few items to review. He mentioned that, on the finance side, our COE refinancing had gone very well. It was completed and we were now focused on a three-year financial plan. He added that Brooke McAfee was currently on vacation and that she had been a great addition to the Team. He said that everyone appreciated the detailed and thoughtful approach to the financials that Brooke brought.

Governance – many of you know that we are taking a bottom up look at governance on the USSA board and there is a task force being led by Eric Resnick and Lisa Kosglow to look at board composition, committee structure and best practices by corporate and non-profit boards. The committee has met a couple of times and the goal is to return to the board with a comprehensive look at all of our governance in May.

We are also looking at the Alpine Sport Committee governance, with Darryl Landstrom spearheading that. The idea is not to dramatically change what was in existence but to try to increase the expertise and broaden that committee. In particular, that committee is being asked

to look at safety issues, equipment issues, course homologation issues, etc. We are trying to bring more industry and medical expertise to the committee to ensure the recommendations that ultimately get put through to the board end up being changes to standards that have the best people making those recommendations. We are making very good progress there.

Finally, Tiger and the team are working on a new mission, core values, goals and objectives statement and Tiger will discuss that later on. We are also working on a three-year strategy that is something that will be reviewed in detail in our December meeting. We will take a comprehensive look at all of our sports, from development all the way up to the elite, and there will be a draft of that to be disseminated to the board ahead of the meeting and he requested the board to please provide feedback.

Paine said that he wished to review a couple of tactical items and he asked Tiger to jump in on this discussion. He mentioned Aspen in 2016-17 and he said that this was a combination of good news, bad news. The good news was that Calum and his team to date had made good headway with the FIS, with many of the local issues that concerned us being resolved. He noted the new lift getting in place which was a prerequisite to having the World Cup Finals. He noted some of the issues that had come up along the way. He mentioned the integration of a new hotel and the issues of timing. He noted that we continued to work with the FIS and they are familiar with all the issues encountered. Tiger and the team had numerous discussions with the FIS professionals. There would continue to be follow up in the meetings in Zurich in two weeks. There were decidedly timeline challenges of which everyone was aware.

He then commented on NASTAR and Alex and Tiger will spend time on where we are with the actual contract. We are very close to closing on the NASTAR deal. He was most encouraged by the number of people who had come up to him and said that this was a huge step forward for USSA getting more people involved in the sport and in racing. He was now more excited about this opportunity than when we first started talking about it six months ago.

The final item he had was to mention that the FIS Congress, which took place biennially, is in Cancun this spring. He said the thousand FIS representatives liked to go to warm places for these events and the FIS liked to set them in places that didn't hold world championships or competitive events. The last time the FIS Congress was in North America was Miami in 2004. It's an interesting five days in early June (5-11). He said that he would encourage anyone who wants to, to go. You can attend many of the meetings and you get a good sense of what goes on within the FIS. It's a great opportunity to meet people who are involved with all of the different sports. It's great to have as many people from the US in attendance and participating. He hoped that many of the board members over time would end up being part of the FIS process and on one of the FIS committees. Meanwhile, he said, we'd love to have you see how it works.

There were no questions, so he turned the meeting over to Tiger Shaw and requested the CEO's report.

5. USSA Chief Executive Officer's Report: Tiger Shaw

Tiger Shaw indicated that he would begin with a quick overview of the state of the organization. He said that athletically the summer prep period was going very well and Luke had provided a thorough report for the board. Most of the teams have now returned from New Zealand and Australia having had an exceptional winter season. The training on all fronts exceeded expectations. To date our injury rate is running about normal. Unfortunately, a few head injuries, but all recoverable and some orthopedic injuries the most notable of which is Lindsay Vonn breaking her fibula a month ago; she expects to be back on snow in November, so it is not a season-ending injury.

Many teams have returned from Down Under and then traveled to Chile and, while they felt the tremors, everything is ok for the teams. Some teams have gone to Europe where the glaciers are in rough shape due to the warm summer. The higher glaciers are ok and the lower glaciers are starting to get colder weather and snow.

Recapping the summer, at the Utah Olympic Park, the Big Air project and jump rebuilding resulted in an amazing training season. He mentioned that the staff had an outing there on Monday and a lot of people tried the jumps and went tubing down the landing hill of the 60 k. We had a few injuries, but none season or career-ending.

He mentioned that a local free skier, Sam Jackenthal, suffered a head injury while training with eight of his teammates and two of his coaches in Australia. His family was there by his bedside and all hoped and prayed for his recovery. He noted there was a lot of community support from Park City. He explained that he was not a national team member.

On the facilities update, we are moving forward and committing fully to the Copper tech trail project. This is a facility improvement at Copper for which we already have a committed pledge of \$1.6 million toward a \$3.2 million project. This will reduce our costs for training in the technical events in Colorado in the fall because they will be able to train more at Copper. It also improves the economics of our deal with Copper in that there will be more venues and lanes that can be rented. Athletically, it would be by far the best place in the world for a two month period in which to train slalom and GS in preparation for the World Cup season. He added that he was happy to have off line discussions with anyone who wanted more information about what we were doing there.

On the events front, Calum and his team have been up to their eyeballs in planning and dealing with challenges that always come with the venues and values of events in terms of what the resorts consider the marketing value of the event and also the cost of running the events and providing TV. Mike and his team are dealing with the sponsorships and inventory sales. It's a complex mix and always entertaining to watch the day in and day out of this.

On the finance side, there is a very thorough report from Brooke in the meeting materials and he was very happy to report that we were in very good shape this fiscal year and that not a lot has changed since our reporting in May. There have been a few downsides and a few upsides so that the net result is that we are on track to produce a surplus in the range of \$700,000 but there is a lot that needs to happen during this winter and our ability to complete our fiscal year with a balanced budget is obviously incredibly dependent upon Mike and his team in Marketing and Sales and Trisha and her team in the Foundation. We meet weekly and biweekly on those projections. It is always one of the most variable and difficult things to predict for the year. Tiger said to reach out to him if there were any questions on the financials.

On the staffing front, he was happy to report that the high-performance director is now in place. We call him our new Troy, Troy Taylor, replacing Troy Flanagan, similar accents since he is a Brit. He said that he had his hands full in getting up to speed on all the things that he is managing. Everyone is in agreement that we are very excited to have him on board.

We now have a national nordic program director in Robert Lazzaroni. That is a step we have taken to increase support of cross country, cross country membership and cross country sport education as we are attempting to become a lot more relevant to the cross country community across the country, which is very large and has not been strongly connected with us in the past.

Along those lines we have been working with the various divisions in the US and meeting with all of their heads for a number of months, working toward an affiliation agreement that we are on the verge of signing with each division. He wanted to compliment the number of people involved with that process including Cami Thompson Graves. He reported that they had managed to get through all of the issues and complete that effort on a reasonable timetable so we were excited about that. It provided a great opportunity to reach out and connect with the

cross country community. This, coupled with the affordable membership changes which we will discuss later that include lowering the competition membership fee in cross country at the request of the task force committee that worked all winter on this, we have made a lot of effort and progress in that direction. Graves agreed that the process had been great.

On the governance front, the effort that is being made top down with how we govern ourselves is happening through a task force; as part of the governance review, the operating procedures of the sport committees were also undergoing review. So we continue to try to improve the way we operate to improve the way in which the organization functions.

We also spent a lot of time internally on our vision, mission, goals and the underlying objectives that support those goals and our values. At Congress, the values were displayed and a lot of people had a lot of input into that. Charlotte Moats then brought that back into the office to provide an opportunity for the staff and athletes to weigh in on this. She also ran multiple surveys with the membership to obtain their feedback and we'll spend more time on this as we walk through it with you later this fall. The document you have in hand shows what people rated most highly. It was a fascinating process for a lot of us and there were a few surprises as well.

Along those lines, we met internally this summer and outlined what we considered the long-term goals and objectives for the USSA and those are also outlined in the documentation you have with the notation of which staff are assigned objective by objective in support of each goal. There are many others in the organization that will support them as well. You can walk through this and see exactly how we plan to achieve the goals that we have stated, which are the overarching goals of the organization in the long run. That process filters down to everybody in each department in support of the organizational goals. We've simplified and streamlined this process which, at the same time, brought clarity to exactly what we are attempting to achieve.

We also met internally to have a brand audit in terms of how our brands did or did not work – what they meant, what the brand equity was, and what we thought we should do in the future. We've now taken that externally to a task force led by Jeanne Jackson to take a total overview of the brands we have today, what they mean, what their purpose is, and who cares about what.

The next step will be to survey the membership, donors, sponsors and athletes - all the different constituencies as well as set up focus groups that will help us understand in what direction to head. We will evaluate the purpose and goals of each of the brands and hope to have a rollout next spring of any changes that come out of this process. We were very pleased that Jeanne was willing to help us with this.

As Dexter mentioned with NASTAR, there has been a tremendous amount of activity around this in terms of partnership and sponsors and in terms of operations, including the hiring of Billy Madsen. There has been a lot of time spent in getting this ready to be rolled out in the next two months, with the pacesetting trials which are scheduled with the team naming event in Copper Mountain in November.

Shaw noted that we had a lot of balls juggling in the air and it's been an exciting summer and rolling into fall, there would be no letdown and that concluded his report.

Paine commented that he hoped everyone had read the overviews provided by the vice presidents that were in the packet reporting on the happenings in Foundation, Athletics, Athlete Career & Education, Finance, Sales and Marketing, Events, Communications and Member Services. Rather than have each of the vice presidents report to the board we decided to have each do a write up and he encouraged everyone to read through them as they provided a really good sense of what was going on in the various USSA departments.

6. **Executive Committee Ratification of Actions**

Paine turned the agenda over to Alex Natt for the ratifications that we needed as part of this meeting. Natt confirmed that between meetings of the board there were urgent matters that needed to be dealt with and were in the meeting packet.

Use of Non-Compliant Poles: Alex Natt

Natt said that questions on this he would ask Darryl Landstrom to opine to; there were changes requested by the Alpine Sport Committee regarding the use of shorter poles than those compelled by the FIS rules and needed to be dealt with so we could get the language into the alpine competition guide, which went to print before this meeting.

Essentially, the Executive Committee met and reviewed the proposal that the Alpine Sport Committee put forward and the Executive Committee approved that and now this board needs to ratify this action. If there are no questions on the proposal, he requested a motion to approve the changes. (Addendum 2)

Motion # 2: To ratify the changes regarding flex poles as presented.

M/S/C – C T Graves / D Paine approved by acclamation

Natt noted that, as all would recall, in the September meeting of the board last year for the time being we would rotate through the members of the sport committee who would serve on the Executive Committee. He noted that Darryl Landstrom served first and the Executive Committee had recommended and approved that Cami Thompson Graves serve as the sport representative on the Executive Committee until next fall; and if this was acceptable to the board, he requested a motion.

Motion # 3: To ratify the change of representative as presented.

M/S/C – D Paine / L Kosglow approved by acclamation

Paine thanked Landstrom for his work on the Executive Committee over the past year and he thanked Graves for agreeing to do it for this year.

Natt said he would move into the new business.

7. **USSA Old/New Business**

FIS Representative Changes: Alex Natt

Natt reported the requirement of this board to approve USSA's representation to the FIS and he listed the changes that had taken place since the last board approval and requested a motion to ratify these changes.

- Cross Country Subcommittee for Rules and Control, Allan Serrano, replacing Bob Gross, who retired;
- Subcommittee for Popular Cross Country, Allan Serrano replacing Bob Gross;
- FS Rules & Officials – Moguls Advisory Group, Matt Gnoza, replacing Garth Hager.

Motion # 4: To ratify the change of FIS representation as noted.

M/S/C – D Paine / D Landstrom approved by acclamation

FIS Strategy/Issues for Zurich: Luke Bodensteiner

- Event Opportunities - Bodensteiner explained that most of the group was familiar with our top-level strategies around bringing major events to the US. On the event side, the board was aware of the World Cup Finals in Aspen in 2017 and the World Championships in Snowboarding, Freestyle and Freeskiing in 2019 in Park City.
- The World Cup Finals in Aspen in 2017 opened up some interesting new opportunities for the USSA to capitalize on. That event combined with the test events in PyeongChang are pretty disruptive to the calendar and have opened up some windows that Mike and Calum are investigating and evaluating as to whether we can leverage that to grow our event properties overall.
- Olympic Qualification and Eligibility – Rules and eligibility, particularly as related to the Olympic Games and international relations in general; for this coming meeting while we don't necessarily have specific large-scale initiatives related to those things, we have a number of opportunities that have come out of our event hosting and some cleanups relating to our initiatives to bring new sports onto the program of the Olympic Games.
- On the Olympic athlete eligibility side, there are two pieces in play. One which has been a major issue for the Freestyle/Freeskiing Committee at the USSA level is the maximum team size for national Olympic teams in Freestyle and Freeskiing. We have been active around that since Sochi in terms of helping the FIS to understand why this is important. It's a rule that is particular to us and not necessarily any other nation. We've done a lot of work to justify the larger maximum number team size at the next Olympic Games in PyeongChang. That one is in good shape. We've moved that forward effectively. The IOC has given the international federation the new eligibility framework for the 2018 Olympics. We've had good connection with the FIS leadership in terms of what we need to drive out of that process and that should be wrapped up and in front of the IOC in December so this will be a crucial meeting in terms of getting that piece of business done.
- As you all know, Big Air snowboarding has been added now starting in 2018 and we have some follow up in terms of eligibility and how that relates to the quotas that our snowboarding athletes earn as well as some of the individual eligibility requirements which at the moment are fairly restrictive regarding snowboarding as they relate or compare to other eligibility requirements in other sports, so we have an opportunity there to move that along.
- Looking forward to the FIS Congress in Cancun, we have been actively engaged with the FIS leadership staff in discussing Freeskiing Governance. It's a discussion that's been taking place at the USSA level and what we push for on the FIS side is not necessarily related to how we structure ourselves on the USSA side. We've observed that Freeskiing in many ways is potentially underserved as part of the FIS Freestyle Committee and what we've been discussing with the FIS leadership is a realignment of Freeskiing so rather than Freestyle/Freeskiing Committee as currently exists today, we are talking with them about the merits of a Snowboarding/Freeskiing Committee. That would leverage the synergies and opportunities between sports like halfpipe and slopestyle and cross. We still have quite a bit of collaboration to do with FIS before we decide to put in a Congress proposal that would change the FIS governance and this has to be proposed to the FIS by the end of this month so there will be a lot of discussion on this at the FIS Fall meetings in Zurich so we have a point at which we can make a decision in terms of submitting a Congress proposal.
- Other than that, the items are smaller scale and he reported that, on the international relations front, we continued to do a good job with the Korean National Ski Association and they will be visiting the USSA Center of Excellence at the end of the month before

heading over to Zurich for the FIS meetings. He said he was encouraged by the opportunities that are starting to present themselves in Korea as they relate to our Olympic effort. That closed his report.

USSA Nordic Membership Fees & Dues Structure: Tiger Shaw

Shaw described the request of the nordic community for a couple of fee modifications. These had been somewhat in flux in May. These have been vetted a number of times since the Congress by a number of people and are in their final form today and he would be happy to entertain any questions. There being no questions, the motion was made for approval of the fee modifications. (Addendum 3)

Motion # 5: To ratify the nordic fee adjustments as noted.

M/S/C – D Paine / D Landstrom approved by acclamation

Cross Country Affiliate Agreement and Bylaw Template: Alex Natt

Natt reported that the board would recall that last year we adopted an affiliation agreement and bylaw template for use in the alpine segment of our sports but at the time we also expressed an intention that those documents would be used by other disciplines as we sought to improve governance in the other sports. In the context of nordic sports, it became quite clear that the relationship between the USSA and the nordic world was a lot more attenuated than had been the case in the alpine environment. So while we were able to move quickly through a collaborative process, we felt there needed to be a less rigorous affiliation process. We've made small tweaks to the bylaw template and affiliation agreement which essentially allows and recognizes what is frankly the reality in nordic sports which is those organizations with whom we are affiliating were typically a lot more independent than in alpine. The changes are relatively nominal and if Cami or Tiger or any of you have comments, we'll address those; if not, he would ask for a motion to approve the documents which were circulated in the meeting materials.

Shaw added that it had been a very collaborative process of taking feedback from the field. We listened carefully to everybody and were happy to make the changes that accommodated the community and he felt that it had been a successful process and we were delighted to find the middle ground so quickly.

Graves said that it was a great process. People were concerned at the beginning but very positive and comfortable with it by the end, so she was happy with where we ended up.

Natt said that, essentially, what would now happen is that the documents would be approved by the respective cross country divisions and signed and Tiger would execute them. We don't expect many modifications but have allowed that, if particular state law compels changes, we will consider those changes as they arise and react to them accordingly. The documents you see are expected to be signed by the nordic divisions. He then asked for a motion to approve the documents. (Addendum 4)

Motion # 6: To ratify the nordic affiliate agreement and bylaw template as presented.

M/S/C – D Landstrom / C T Graves approved by acclamation

FIS Masters Committee's helmet rule for 2015/16: Alex Natt

The Executive Committee of USSA met over the summer and there was a proposal that USSA not enforce the "new" helmet rule in the masters' segment. At the time it was unclear what the FIS would be doing for this upcoming season. The Executive Committee and I were concerned at the time that, if USSA chose not to enforce the rule and the FIS did and there was a subsequent injury, the USSA could be subject to additional liability. So that request was denied

in the summer by the Executive Committee. However, we have now received a written verification from the FIS that they will not be enforcing the helmet rule in masters for 2015/16. Insofar as that is the case, it would be a better idea for USSA to comply with the FIS intention rather than enforce the rule on our own because the reverse issue could arise if we enforce the rule and there is an injury; we are subject to further liability. We always seek to cleave to the FIS' direction in issues of safety unless there is a compelling reason not to. There is no such compelling reason here. He asked the board to agree with the FIS stance that we allow USSA masters racing to not enforce the "new" helmet rule for 2015/16.

Motion # 7: To ratify the masters' exemption from the helmet rule as presented.

M/S/C – D Landstrom / D Paine approved by acclamation

NASTAR Acquisition: Alex Natt

Natt and Shaw reviewed the terms of the NASTAR agreement. Natt asked for a motion to ratify, if there were no questions. Essentially, we are seeking authority from the board for Tiger to execute the license option agreement to acquire the license and ultimately the NASTAR brand over the next six to seven year term.

Motion # 8: To ratify the NASTAR contract on the terms outlined.

M/S/C – D Paine / D Landstrom approved by acclamation

Vision, Mission, Values, Goals and Objectives: Tiger Shaw

Shaw noted that he had already covered the points that he wanted to make about how we got to where we are with the current document that was in everyone's packet. He asked at this time for any feedback from the board members. He also offered that we were happy to do that ad hoc, one on one, in smaller groups afterward.

Natt stated that what was anticipated was that we wanted to share this piece with the board here for comments and anticipate in the next few months getting feedback from the board and others with the intention of getting approval in the December meeting so we have the ability to roll this out at the May 2016 Congress.

Shaw added that, as part of the December meeting, we will share with you the strategic plan which is an extension of this in many ways. The plan was written with goal achievement as the focus. What you have are the primary goals of the organization which were simplified down to five goals.

Landstrom stated that he really liked the revised mission statement in red as it brought it down to the grass roots. His question related to the core values and were you looking to expand the core values to include the new text or were you looking to replace the existing core values? Shaw replied that the red text in the document were the proposed changes. So the mission would change to the version in red and the core values in black would change to those in the red, which were a result of all the surveys and input received to date and had been refined to the seven shared with you today. (Addendum 5)

Shaw asked if there were further comments or thoughts and, again, if people were absorbing this for the first time to please reach out. He stated that we enjoyed engaging and vetting this. He affirmed that we had been through many different phases of this so far and he and his team were all intimately familiar with the goals and the objectives and felt good about them. We'd be happy for any feedback now and also happy to do so anytime this fall.

Paine said that he knew that what was actually produced was longer than this so it would be helpful when a draft of that is available to get that out to the board for their comments.

Paine confirmed that he would handle the next agenda item.

Jon Casson Retirement from the USSA Board: Dexter Paine

Paine wanted to thank Jon Casson on his and the board's behalf. He explained that Jon was stepping off the board because he actually is becoming a USSA staff member. On one hand we are sorry to lose him as a board member; on the other, we are very excited to have him working with our coaches fulltime at USSA. He thanked him as an active member who had been willing to speak out and provide input and he very much appreciated his service. He said we looked forward to seeing him a lot in the future.

Casson thanked Paine and the board for having him for the past several years and he was very grateful to have had that opportunity to serve the sport and he appreciated everyone's support, time and energy and he was looking forward to working with everyone as a member of staff.

Paine reiterated his thanks to Jon saying it was terrific that he was not going anywhere.

8. Next USSA Board Meeting: Dexter Paine

Paine noted that the next USSA Board meeting will be in Vail during the Birds of Prey. It is scheduled to be at the Sonnenalp at 2:00 p.m. on Saturday, December 5. He confirmed that this would be an in-person board meeting and for those who could not make it to Vail, we will have teleconference set up. He noted that it was a great weekend and we would make sure that the board members had access to the races and the ability to ski. If you can make it, that would be terrific. The more times that we can get together in person, the better; and while these telephonic meetings are helpful, it does not encourage the kind of interactive dialogue that we get when we are gathered in person. He missed that since this board has a lot of great things to contribute and provided a lot of guidance.

9. Chairman's Closing Comments & Motion to Adjourn the Board Meeting: Dexter Paine

In closing, Paine asked Alex to call the meeting closed and adjourn the meeting prior to entering into the executive session. As previously noted, we have an executive session of which the topic is a fairly sensitive item so he requested that Alex move to adjourn.

Natt thanked Paine, and there being no further business, the meeting adjourned.

Natt stated that we would take the meeting into executive session to discuss litigation matters. The USSA board members, including ex-officio, were invited to remain on the call and he asked all others to clear the room and disconnect from the call.

Minutes transcribed by Suzette 10/8/15;
Legal review 10/19/15

ADDENDUM I: USSA BOARD OF DIRECTORS' TELECONFERENCE AGENDA

COE 3rd Floor Entry Conf. Room

USSA Center of Excellence, 1 Victory Lane, Park City, UT

Thursday, September 17, 2015; 10:30-11:45 a.m. Mountain

Teleconference; Conference Dial-In: 888/519-8675; Participant: 5132287

Meeting chair: Dexter Paine

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|----|--|--------------|--------|
| 1. | Chairman Calls the USSA Board Meeting to Order | Dexter Paine | 1 min |
| 2. | Roll Call of Board Members & Establishment of Quorum | Alex Natt | 3 min |
| 3. | USSA May 2015 Meeting Minutes' Approval | Alex Natt | 1 min |
| | – Motion to approve the meeting minutes as presented. | | |
| 4. | Chairman's Comments | Dexter Paine | 10 min |
| | ▶ Finance | | |
| | ▶ Governance | | |
| | ▶ Mission, Vision & Strategy | | |
| | ▶ Aspen | | |
| | ▶ NASTAR | | |
| | ▶ 50th Anniversary FIS Congress 2016 - Cancun | | |
| 5. | Chief Executive Officer's Report | Tiger Shaw | 15 min |
| | ▶ State of the Organization | | |
| | – Athletic Preparation | | |
| | – Events | | |
| | – Finance | | |
| | – Staffing | | |
| | – Governance | | |
| | – Planning | | |
| | ▶ NASTAR update | | |
| 6. | Executive Committee Ratification of Actions | Alex Natt | 5 min |
| | ▶ Use of Non-Compliant Poles – passed | | |
| | – Motion to ratify the change as proposed. | | |
| | ▶ Cami Thompson Graves will serve as the sport rep replacing Darryl Landstrom on the Executive Committee | | |
| | – Motion to ratify the change as proposed. | | |
| 7. | Old/New Business | | |
| | ▶ FIS representative changes | Alex Natt | 2 min |

Cross Country Subcommittee for Rules and Control, Allan Serrano, replacing Bob Gross, who retired;
 Subcommittee for Popular Cross Country, Allan Serrano replacing Bob Gross;
 FS Rules & Officials – Moguls Advisory Group, Matt Gnoza, replacing Garth Hager.

– Motion to ratify the changes as proposed.

- | | | | |
|----|--|-------------------|--------|
| ▶ | FIS Strategy/Issues for Zurich
Event Opportunities
Olympic Qualification and Eligibility
Freeskiing Governance | Luke Bodensteiner | 5 min |
| ▶ | USSA Nordic Membership Fees & Dues Structure
– Motion to ratify the dues as outlined. | Tiger Shaw | 5 min |
| ▶ | Cross Country Affiliate Agreement and Bylaw Template
– Motion to ratify as outlined. | Alex Natt | 5 min |
| ▶ | FIS Masters Committee’s helmet rule for 2015/16
– Motion to ratify the request of the masters for the one-year enforcement exception. | Alex Natt | 3 min |
| ▶ | NASTAR Acquisition
– Motion to ratify as proposed. | Alex Natt | 3 min |
| ▶ | Vision, Mission, Values, Goals and Objectives
– Discussion and feedback | Tiger Shaw | 10 min |
| ▶ | Jon Casson Retirement from the USSA Board | Dexter Paine | 2 min |
| 8. | Next USSA Board Meeting
▶ December 5, 2015, 2:00 pm mountain, Sonnenalp, Vail, CO | Dexter Paine | 1 min |
| 9. | Closing Comments & Motion to Adjourn
– Motion to adjourn the USSA Board of Directors' Meeting. | Dexter Paine | 3 min |

Executive Session - Legal Report Alex Natt

ADDENDUM 2: FLEX POLES

Proposal #1 – Use of Non-Compliant Poles: Flex Poles

- All USSA FIS and USSA scored events must use FIS homologated flex poles. All poles on a course must be of uniform height and diameter.
- For USSA scored SL events, women should use FIS type B (27 mm recommended) poles and men can use FIS type A or FIS type B (27 mm FIS type B recommended) poles.
- For U16 SL events, poles must be full length, 180 cm; women should use FIS type B (27 mm recommended) poles and men can use FIS type A or FIS type B (27 mm FIS type B recommended) poles.
- ~~SL For U14 and younger SL races, poles must be uniform in height and diameter, with a minimum height of 54" off the snow and a 25-27 mm diameter. The recommended pole size is 60" in height off the snow with a 27 mm diameter. Stubby poles may be used. Beginning in season 2016, SL poles for this group will be flex poles are required to be FIS Type B and 60" off the snow surface, with a 27mm diameter. This applies to events that are exclusive to U14 and younger; it is not applicable to mixed age races which include athletes U14 and older. Stubby poles for U14 & under competitions will be allowed.~~
- In GS, SG and DH, poles should be full height for all age groups and genders. U14s and younger should use 27 mm FIS Type B poles.

Definition – FIS type B poles are 25-28.9 mm in diameter, and FIS type A poles are 29-32 mm in diameter.

Mr. Natt advised the Executive Committee and the Committee voted by acclamation to accept the proposal as presented.

Verbiage as it appears in the 2016 USSA Competition Guide:

Flex Poles

- All USSA FIS and USSA scored events must use FIS homologated flex poles.
- All poles on a course must be of uniform height and diameter.
- For USSA scored SL events, women should use FIS type B poles, and men can use FIS type A or FIS type B poles (type B recommended).
- For U16 SL events, poles must be full length; women should use FIS type B poles and men can use FIS type A or FIS type B poles (type B recommended).
- For U14s and younger SL events, poles must be FIS type B and be 60" in height off the snow surface. This applies to events that are exclusive to U14 and younger; it is not applicable to mixed age races which include athletes U14 and older. Stubby poles are allowed for U14 and younger non-scored events.
- In GS, SG and DH, poles should be full height for all age groups and genders. U14s and younger should use FIS type B poles.

Definition – FIS type B poles are 25-28.9 mm in diameter, and FIS type A poles are 29-32 mm in diameter.

ADDENDUM 3: REVISIONS TO THE USSA MEMBERSHIP FEES

Cross Country

General Member	\$15
Competitor U10 & under	\$15, change from \$10
Competitor U12	\$25, change from \$15
Competitor U14	\$25
Competitor U16 & over	\$95
Master	\$25, change from \$35
Coach	\$115
Official	\$60
Club Volunteer	\$45
Short Term Athlete	\$10/day

Ski Jumping/Nordic Combined

General Member	\$15
Competitor U10 & under	\$25, change from \$10
Competitor U12	\$25, change from \$15
Competitor U14	\$25
Competitor U16 & over	\$95
Coach	\$115
Official	\$60
Club Volunteer	\$45
Short Term Athlete Membership	\$10/day
Master	\$25, new category

ADDENDUM 4: CROSS COUNTRY AFFILIATE AGREEMENT & BYLAWS TEMPLATE

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into by and between _____ (hereinafter referred to as “Affiliate”) and The United States Ski Association d/b/a United States Ski & Snowboard Association (hereinafter referred to as “USSA”). The purpose of this Agreement is to foster a more effective partnership amongst USSA as the national governing body (“NGB”) for skiing and snowboarding in the United States and its Affiliates, as part of a high-performing federated governance model, as well as to set the stage for the sustained success of both parties. This agreement applies to the Cross Country (“XC”) discipline of USSA Affiliates and may be adopted by other USSA disciplines at a later date.

The term of this Agreement shall become effective _____ and shall continue in effect for one (1) year unless terminated earlier. This Agreement will renew automatically on May 1 of each year unless otherwise terminated in writing by either party pursuant to Section 3.1.

RECITALS

A. USSA is recognized by the United States Olympic Committee (“USOC”) and the International Ski Federation (“FIS”) as the national governing body (“NGB”) for skiing and snowboarding in the United States.

B. USSA is responsible, pursuant to the Ted Stevens Olympic and Amateur Sports Act, the FIS Statutes, and the USOC Bylaws, <http://www.teamusa.org/Footer/Legal/Governance-Documents>, for governance of ski and snowboard sport within the United States. In order to facilitate its mission, USSA collects member fees and dues, utilizes the revenues derived from member dues and fees to foster interest in ski sport nationwide, create educational and training resources, sanction events, and provide related programs and services that benefit its members, and support the activities of its Affiliates and clubs.

C. Affiliate is recognized by the USSA XC Sport Committee as a "USSA Division." USSA Divisions are responsible for the administration and regulation of skiing competition in a particular geographic area, as determined by the USSA XC Sport Committee. USSA Divisions may also organize educational and development activities for the benefit of USSA members within their geographic area. In addition, Affiliates may also promote to and solicit prospective parents/families/individuals to join USSA and the Affiliate’s programs for the purposes of growing the number of participants in XC programs.

D. Affiliate provides ski related programming and desires to serve USSA's local members and support USSA's goals, manage local resources and provide a significant voice in the running of USSA's domestic competition system through its participation in the USSA XC Sports Committee governance structure at the division, region, and national levels, as established by the USSA Board of Directors.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. USSA RESPONSIBILITIES AND AFFILIATE BENEFITS.

USSA is responsible for providing the following benefits to Affiliate:

1.1 Access to USSA-provided programming and support services provided to members and member clubs - including but not limited to, coach education and coaching tools, officials education and consistent rules & policies, safe sport programs, concussion management, field-based USSA resources, member tools and benefits, centralized IT platform and integrated website, educational webinars, club development programs, competition and training sanctioning and insurance, national rankings, background screening programs, group buying opportunities, and other USSA services developed over time. The exact level and nature of programs and services will be determined by USSA from year to year, with the intent to maintain or increase the current and proportional levels of funding. USSA will collaborate with Affiliate to determine optimal programs and resource allocation through the governance structures established at the division, region and national levels through the XC Sports Committee and approved by the USSA Board of Directors.

1.2 A license to schedule and/or calendar USSA-sanctioned competition within a particular geographic territory, and to determine selection criteria for such races in accordance with USSA guidelines.

1.3 A license to collect an “Affiliate” membership fee additive to the USSA membership fee. Fees may be collected by USSA and distributed to Affiliate by systems and processes provided by USSA in a timely and efficient manner, at terms to be agreed upon. Participation in such provided USSA systems and processes will be optional until further notice. Participation in such systems will be encouraged to ensure consistency, simplicity and efficiency nationally – assuming USSA meets the performance standards agreed upon.

1.4 A license to collect an “Affiliate” head tax (at Affiliate or region level) additive to the USSA head tax. Affiliate agrees to evaluate in good faith the benefits of participating in centralized collection of head taxes by USSA, with distribution to Affiliate by systems and processes provided by USSA in a timely and efficient manner, at terms to be agreed upon. Affiliate further agrees, regardless of participation in the centralized collection process described immediately above, to provide USSA with an annual reporting of the Affiliate-level head tax collected and use of funds collected.

1.5 On an annual basis provide an accounting of membership fees and head tax collected and the use of these fees by reasonable category within and across XC sport.

1.6 A limited license and right to utilize the “USSA” brand in promotion of its athletic activities and for fundraising purposes in accordance with USSA’s image and brand

usage guidelines which can be found at http://media.ussa.org/media-center/Image%20Standards/USSAImageStndrd_GenEd.pdf. A limited license means that Affiliate is not entitled to sublicense the USSA brand to third parties and the use of the USSA brand must be consistent with the image and usage guidelines.

1.7 Ability to utilize USSA's web architecture for communication to USSA members within Affiliate's organizational sphere of influence, as further described in 2.5 below.

1.8 Timely and effective communications around all USSA programs, policies and decisions through a variety of effective forums, with the opportunity to participate in recommending policies and programs for adoption by the USSA Board and staff through communications channels and governance bodies established by the USSA Board and staff.

2. AFFILIATE RESPONSIBILITIES.

Affiliate agrees to the following:

2.1 Serve as a conduit for USSA organizational communications between USSA and its members within the Affiliate's territory. Adhere to communication standards as set forth by USSA, and communicate USSA's message so as to be understood by all local members.

2.2 Where Affiliate seeks to impose an Affiliate membership or fee requirement operating under the auspices of USSA, exclusively schedule and sanction competitions as USSA sanctioned competitions under the direction of the USSA XC Sports Committee. Affiliates or Clubs within the Affiliate territory may continue to conduct non-USSA sanctioned competitions open to USSA and non-USSA members within their geographic area of influence, and the Affiliate may collect head taxes or other fees from non-USSA members for same, but Affiliate agrees to provide an annual reporting of the amounts of such known head taxes/fees collected to USSA as well as to act constructively in bringing these non-USSA members and competitions into the USSA XC pipeline where appropriate. Affiliate agrees to communicate to the XC Sports Committee information about all Affiliate head tax levels, per XC Sports Committee bylaws and operating procedures.

2.3 Schedule, promote and deliver USSA-sanctioned or approved Coach, Club, and Officials certification, and other programs as provided by USSA. Should Affiliate wish to utilize non-USSA-sanctioned programs, they shall email education@ussa.org with relevant details and rationale in a timely manner to ensure that USSA is aware of all programs being administered. Furthermore, Affiliate and its leadership/ staff will provide constructive input and feedback on all such programs in their development through appropriate USSA channels, to ensure ongoing innovation and sharing of best practices with USSA.

2.4 Integrate the "USSA" brands (to include names and logos) into its' own name and logo when possible and desired, and use such integrated names and logos in branded

activities. Adhere to USSA's image and branding standards, as set forth in Section 1.6 above, including naming terminology and brand identification.

2.5 Use the designated Affiliate-specific pages within USSA.org as its website link to provide both USSA and Affiliate information, or provide links to/ from USSA.org to the Affiliate's individually developed and maintained website (as mutually agreed upon), if USSA's website functionality is not deemed to be satisfactory by the Affiliate. Regardless of approach, Affiliate bylaws and governance information must be posted to such websites, all USSA information must be readily accessible, and website content must be consistent with USSA brand guidelines (as outlined in 1.5 and 2.4 above).

2.6 Comply with the applicable sections of the Ted Stevens Olympic and Amateur Sports Act, the FIS Statutes, the USOC Bylaws, and the USSA Bylaws. Actively participate in governance structures at the division, region, and national level of the XC Sports Committee to support the benefits and responsibilities of this Agreement.

3. TERMINATION.

3.1 Either party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other should one party determine that the other has failed to abide by its responsibilities set forth in Sections 1 or 2. In the event that Affiliate shall breach any of the terms and conditions of this Agreement, or any of the Bylaws or decisions of the Board of Directors of the USSA (which provisions are incorporated herein by this reference as though fully set forth herein), then USSA shall have the right to impose sanctions pursuant to USSA Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate. In the event that the USSA shall breach any of the terms and conditions of this Agreement, then Affiliate shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted, and/or can seek redress as set forth in the USOC Bylaws and Ted Stevens Olympic and Amateur Sports Act.

3.2 In the event of termination, all rights and responsibilities hereunder shall immediately cease.

4. INSURANCE.

Affiliate will be eligible to participate in insurance programs provided by USSA.

5. INDEMNIFICATION.

Each party shall defend, indemnify and hold the other harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the offending party.

6. DISCRIMINATION – PROHIBITION.

Affiliate agrees not to discriminate in the conduct of its programs on the basis of race, color, national origin, religion, or sex.

7. NO ASSIGNMENT.

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

8. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

9. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

10. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

11. GOVERNING LAW.

Interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Utah. Affiliate is required to comply with all local laws governing its place of incorporation.

12. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and delivered by: (i) personal delivery; (ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) overnight courier service, and addressed as follows:

AFFILIATE:

USSA:

President and CEO
1 Victory Lane,
PO Box 100,
Park City,
Utah 84060

13. ENTIRE AGREEMENT.

This Agreement and the Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

("AFFILIATE")

UNITED STATES SKI AND
SNOWBOARD ASSOCIATION

Signature

Signature

Name: _____

Name: Tiger Shaw

Title: _____

Title: President and CEO

Date: _____

Date: _____

1 **USSA Cross Country (“XC”) Affiliate Bylaw Template – August 18, 2015**

2
3 This document is intended to be utilized by USSA’s XC Affiliates. The provisions
4 in red text must be incorporated into the Bylaws or operating procedures of XC
5 Affiliates. The other provisions are provided as a guide.
6

7
8 **BYLAWS OF THE _____**

9
10 **ARTICLE I**

11
12 **Name, Non-Profit Status, and Corporate Seal**

13
14 A. The name of this organization shall be the _____
15 (hereinafter “_____”), **and it shall be recognized as an affiliated entity by the United States Ski**
16 **& Snowboard Association (“USSA”), the National Governing Body, recognized by the United**
17 **States Olympic Committee and International Ski Federation, as the governing body for skiing**
18 **and/or snowboarding in the United States of America.**
19

20 B. The _____ shall be incorporated under the laws of the state of _____
21 as a not-for-profit Corporation and it shall be organized so as to qualify as a non-profit,
22 charitable, tax-exempt organization under section 501(c)(3) of the Internal Revenue Code.
23

24 C. The _____ shall have no corporate seals unless required by the laws of the
25 State of _____.
26

1
2 **ARTICLE II**
3 **Offices and Agent**

4
5 A. The principal office of the _____ shall be located at
6 _____, or at such other location as may be approved by the Board of
7 Directors of the _____ (hereinafter "the Board").
8

9 B. The principal office of the _____ shall also be its registered office. The
10 registered agent of the _____ at such registered office shall be the Chairman of
11 the Board of _____.
12

13 C. The _____ may maintain other offices at such locations as may be
14 approved from time to time by the Board.
15

ARTICLE III
Vision, Mission and Objectives

A. The **vision** of the _____ is to _____ and where appropriate, to support USSA’s vision of making the United States of America the best in the world in Olympic skiing and/or snowboarding.

B. The **mission** of the _____ is to _____ and where appropriate support the mission, vision and values of USSA by _____.

C. The objectives through which the _____ shall accomplish its mission shall include the following:

1. Disseminating education, training, and supporting USSA members in their goal to achieve sustained success in all levels of ski and snowboard competition; and by helping members to use ski and/or snowboard competition to develop to their highest athletic and personal potential;
2. Achieving and maintaining long-term financial stability;
3. Administering and coordinating programs which provide competitive opportunities in skiing and/or snowboarding and establishing a clear path for athletic progression for USSA members;
4. Establish a race calendar and entry criteria for those races consistent with USSA, USOC and FIS rules;
5. Establish local rules and policies consistent with USSA rules and policies that facilitate excellence in competition and athletic development.
6. Fostering and encouraging interest and participation in USSA sanctioned skiing and/or snowboarding.
7. Assisting the USSA XC Sport Committee (“ASC”) in the implementation of its mission to make recommendations to the USSA Board and implementing the directives of the USSA Board.
8. Disseminating SafeSport and Anti-doping resources at the request of USSA.

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ARTICLE IV
USSA, USOC and FIS Compliance

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

A. keep membership open to all individuals who are amateur athletes, coaches, trainers, managers, officials, and administrators in skiing and/or snowboarding;

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

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

D. ensure that its Board of Directors and any other committees with governance responsibilities include membership and voting strength of eligible athletes to be not less than twenty percent (20%). Athlete eligibility shall be defined as those individuals who have held a USSA competitor license and have competed in USSA or Affiliate competition (non-masters level) within the past 10 years.

E. provide procedures for the prompt and equitable resolution of grievances of its members;

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

G. provide USSA access to _____ books and records in order to permit USSA to ensure compliance with the above.

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ARTICLE V
Voting Rights and Affiliation

- A. The _____ shall be a non-profit organization open to all regardless of race, creed, color, or sex, and who pay such membership fees as the USSA Board shall approve from time to time.

- B. Affiliate agrees to work toward the goal of having all members of _____ be members of USSA.

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3 **ARTICLE VI**
4 **Government and Operation**

5 A. The _____ shall have a Board of Directors (“the Board”) which shall lead
6 the _____ in the pursuit of the realization of its vision and the fulfillment of its
7 mission.
8

9 1. The Board shall be comprised of members in good standing of the USSA
10 who, except for eligible athlete representatives, shall be over twenty-one (21) years of
11 age. Every member of the Board shall be entitled to vote in person on Board business
12 unless the member is designated below as a non-voting *ex officio* member or is ineligible
13 under the USSA’s conflict of interest policies.
14

15 2. Voting by proxy shall not be permitted and each member of the Board
16 shall have one (1) vote regardless of how many offices that person may hold.
17

18 3. Each member of the Board shall serve a regular two-year term, beginning
19 with the annual Board meeting. Board terms shall be subject to the following provisions:
20

21 (a) Members of the Board may serve for a maximum of four (4) full
22 consecutive terms, unless elected as an officer before the end of a fourth (4th) full
23 consecutive term, in which case a member may serve on the Board until the
24 expiration of the term of his/her office.
25

26 (b) The Board shall provide for staggering of terms on the Board by,
27 from time to time, extending or shortening terms by up to one year.
28 Notwithstanding anything in these bylaws to the contrary, action to shorten or
29 extend Board terms to provide for staggering of terms shall require a majority
30 vote of a quorum of the Board.
31

32 (c) Any director may be removed for cause by the Board by the
33 affirmative vote of two-thirds (2/3) of all other members of the Board, after due
34 notice to and opportunity to respond by the respective director.
35

36 4. The Board shall provide a reasonable opportunity during the annual
37 meeting of members for members to comment upon the actions and policies of the Board.
38

39 5. The Board shall form, from among its members, an Executive Committee
40 which shall be empowered to act upon all matters requiring Board attention between
41 meetings of the full Board. The Executive Committee shall have authority to act for the
42 Board only in meetings in which all voting Executive Committee members are
43 participating (either personally or via teleconference), and during such times the
44 Executive Committee shall possess the same powers, authority and responsibilities as the
45 Board. The Executive Committee shall be a permanent standing committee, and shall
46 discharge its responsibilities in accordance with the following provisions:
47

48 (a) The Executive Committee shall consist of three (3) voting
49 members, including the Chairman; the Vice Chair; and one eligible athlete.

1
2 (b) All actions taken by the Executive Committee must be ratified by
3 the Board at its next meeting where a quorum is present, and if not so ratified, fail
4 and measures taken in support of the action should be reversed to the extent
5 reasonably possible. Ratification may be made through the use of mailed
6 consents.
7

8 6. The Board shall form, from among its members, a Nomination Screening
9 Committee.
10

11 (a) The Nomination Screening Committee shall be comprised of three
12 (3) members of the Board, representing a cross-section of backgrounds, selected
13 by the Board Chairman, and shall include at least one eligible athlete
14 representative.
15

16 (b) The Nomination Screening Committee shall review each nominee
17 to the Board to determine his/her ability to provide effective representation and
18 leadership on the Board, including such things as whether such nominee appears
19 to maintain as a principal focus the well-being of the _____ generally rather
20 than any particular interest or issue; and whether he/she possesses the requisite
21 understanding of competitive skiing and/or snowboarding generally, corporate
22 operations or other matters necessary to provide effective representation on the
23 Board.
24

25 (c) The Nomination Screening Committee may also be used to assist
26 the Board in appointing any committees created by the Board or which the Board
27 is required to fill under these bylaws.
28

29 (d) For each nomination it considers, the Nomination Screening
30 Committee shall forward to the full Board a recommendation that the nomination
31 either be accepted or rejected, along with any appropriate explanation for its
32 recommendation at least twenty-one (21) days in advance of a vote. The Board
33 shall not be bound by recommendations of the Committee. The Board generally
34 should accept a nomination absent reasonable grounds for rejecting the
35 nomination.
36

37 (e) The Nomination Screening Committee shall be a permanent
38 standing committee.
39

40 7. The Board shall elect, from among its voting members, a Chairman and a
41 Vice Chair, each of whose terms of office shall be two (2) years. The election and duties
42 of the Chairman and Vice Chair shall be as set forth below:
43

44 (a) The responsibilities of the Chairman shall be to preside at all
45 meetings of the Board. The Chairman shall be a full voting member of the Board,
46 and also be an *ex-officio* member of all committees. The term of the office of
47 Chairman shall be two years, which shall be timed so that every other term
48 commences at the first annual meeting of members following the most recent
49 Olympic Winter Games. Any member may nominate any other member for direct

1 election to the office of Chairman. At the time he/she takes office, the Chairman
2 shall vacate his/her former seat on the Board and shall occupy only the seat of the
3 Chairman. His/her former seat shall be deemed vacated and shall be filled in
4 accordance with the procedures set forth in these bylaws for filling mid-term
5 vacancies. At the end of his/her first term in such office, the Board may, but need
6 not, vote to retain the Chairman for a second consecutive term, but no Chairman
7 shall serve for more than two consecutive full terms.
8

9 (b) The Vice Chair shall discharge the duties and obligations of the
10 Chairman in his/her absence or in case of his/her inability to serve. If the current
11 Chairman is retained for a second consecutive term or if a new Chairman is
12 elected directly, the Board shall also vote on whether to retain the Vice Chair for a
13 second consecutive term. The Vice Chair shall be elected by the Board from
14 among its current members every two years at the annual meeting of members,
15 and at a time prior to the consideration of nominations of new members to the
16 Board. No member may serve more than two consecutive terms in the office of
17 the Vice Chair. Election of the Vice Chair shall be timed such that every other
18 term of the Vice Chair shall commence at the first annual meeting of members
19 following the most recent Olympic Winter Games. Any member of the Board
20 may nominate any other member of the Board for the position of Vice Chair. The
21 Vice Chair shall be seated and empowered from the time of his/her election until
22 his/her successor is duly elected.
23
24
25

ARTICLE VII
Meetings

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4 A. A regular annual meeting of the Board shall be held during the month of
5 _____ at the time and place determined by the Board, for the purpose of electing
6 directors and officers and for the transaction of such other business as may come before the
7 meeting.

8
9 B. Special meetings of the Board may be called by or at the request of the Chairman.

10
11 C. All meetings of the Board shall be open to attendance by any interested member
12 in good standing of the USSA, except that the Board may close such meetings for discussion of
13 matters of a legally sensitive nature.

14
15 D. Any action required or permitted to be taken at a meeting of the Board or of a
16 committee of the Board may be taken without a meeting if, prior or subsequent to the action, a
17 consent or consents in writing setting forth the action so taken shall be unanimously agreed to by
18 all of the directors in office and filed with the Chairman.

19
20 E. In the event of a procedural dispute, Robert's Rules of Order, most current
21 edition, will be consulted and will govern. In the event of any ambiguity or deficiency in these
22 bylaws, the Board shall adopt an interpretation of the provision at issue by majority vote.

23
24 F. The Chairman shall arrange for the taking of minutes at all meetings of the Board
25 and at the annual meeting of members and will certify that they represent an accurate meeting
26 history. Minutes of all meetings will be distributed to all directors, and be made available upon
27 request to all members within thirty (30) days of each meeting.

28
29 G. Any member of the Board not physically present at a meeting may participate in
30 such meeting by the use of any telecommunications system which enables him/her to engage in
31 two-way communication with all of the other directors taking part in the meeting, and shall be
32 deemed present in case of such participation.

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

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ARTICLE VIII
Conflict of Interest and Ethical Practices

A. The Board shall adopt USSA's code of conduct and USSA's conflict of interest and ethics policies.

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ARTICLE IX
Grievances, Suspensions and Appeals

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

1. A grievance shall be defined as an allegation by a member that the Board, any of its committees or any member while acting in an official capacity has violated these bylaws or has failed to discharge its obligations under the USSA Bylaws, USOC Bylaws or the Ted Stevens Olympic and Amateur Sports Act.

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

(a) The identity of the complainant;

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

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

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

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

3. Within ten (10) days of receiving the Complaint, the Board shall refer the matter to USSA for disposition pursuant to Article IX of the USSA Bylaws.

ARTICLE X
Indemnification

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A. The members of the Board, as a board and individually are specifically held harmless by the _____ for all actions taken in good faith on behalf of the _____, including omissions, unless found culpable in a court of law of willful malfeasance, illegal activity or gross negligence. No indemnification will be provided where an officer, director or other member is adjudicated to be liable and a central reason for this finding is that he/she acted in bad faith. No indemnification will be provided where he/she is found to have personally and substantially benefited from his/her actions and these actions in any way injured the _____ or placed it at risk of injury. Where the officer, director or member has not been adjudicated to be in bad faith and where his/her actions did not injure or threaten to injure the _____, no indemnification will be provided to the extent that the officer or director personally profited as a result of his/her actions. No indemnification will be provided to an officer, director or member where the liability was the result of an action initiated by that person and where the initiation of the action was unauthorized by the Board or these bylaws.

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2 **ARTICLE XI**
3 **Amendments**

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5 A. Amendments to these bylaws may be proposed by either (i) any three members of
6 the Board.

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8 B. Proposed amendments shall be voted upon by the Board only at the annual
9 meeting of members.

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11 C. Proposed amendments shall be presented as follows:

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13 1. State who is proposing the amendments.

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

17
18 3. Within the text of the above statement in 2., show any new phrases or
19 addenda with all words to be added underlined thus: new verbiage.

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

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

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

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33 E. Amendments to these bylaws may be adopted only by the affirmative vote of two-
34 thirds (2/3) of the full Board of the _____.

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36 F. Any amendment of these bylaws shall become effective forty-five (45) days from
37 the date of approval by the Board of the _____ and if the changes proposed affect
38 the Affiliate's relationship with USSA, by the USSA Board.

ARTICLE XII
Dissolution

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The _____ may dissolve only by an affirmative vote of the Board in the manner and proportions described below. Each member of the Board shall be given notice of a special meeting called for the purpose of dissolution in the manner prescribed herein for special meetings. At a special meeting of the Board, three-quarters (3/4) of all then current directors must approve the proposed dissolution. In the event of dissolution, the disposal of the assets of the _____ shall devolve upon the Board.

ADDENDUM 5: USSA MISSION & CORE VALUES DRAFT

Mission

The Mission of the U.S. Ski and Snowboard Association is to provide strong leadership that establishes and supports athletic excellence in accordance with core values.

The mission of the U.S. Ski and Snowboard Association is to lead, encourage and support athletes in achieving excellence by empowering national teams, clubs, coaches, parents, officials, volunteers and fans.

Core Values

Team - Constituent groups within the USSA working in partnership to be the best in the world.

Loyalty - Steadfast allegiance to the USSA's vision, mission, goals and values.

Integrity - Steadfast, incorruptible adherence to truth and USSA's core values.

Respect - Willing demonstration of care and concern toward others and an open-mindedness toward others' ideas.

Accountability - Responsibility of every individual to conduct themselves in accordance with USSA values and expectations.

Perseverance - Unwavering commitment to the core values in pursuit of USSA's vision and mission.

Courage - The quality of mind or spirit that enables a person to face difficulty, danger or pain without fear, to achieve a goal.

Integrity – Action based on values rather than personal gain.

Passion – Motivation for doing what we love.

Fun – A fresh, positive, creative culture.

Team - Individual humility and collective pride.

Community – Exceptional stewardship and lifetime inclusiveness.

Excellence - Personal and collective wins every day.

Grit – Courage, tenacity and perseverance in the face of adversity.