

## **USROWING GRIEVANCE PROCEDURES**

**Effective Date:** October 1, 2026

### **I. Types of Complaints**

1. A Complaint may be filed with USRowing under these grievance procedures (the “Procedures”) by USRowing or a USRowing Person (as defined by the USRowing Code of Conduct Policy) with a USRowing Membership or, in the case of clause iv below, an Individual Member or Organizational Member (as those terms are defined in USRowing’s By-laws) for an alleged violation of one or more of the following:

- a. Administrative Complaint. An alleged violation of:
  - i. Any provision of USRowing’s By-laws;
  - ii. Any of USRowing’s rules, regulations, policies or procedures, including the USRowing Code of Conduct, that do not pertain to the USRowing Abuse Prevention and Response Policy and/or the Rules of Rowing;
  - iii. Any provision of the United States Olympic & Paralympic Committee’s (“USOPC”) By-laws, the Ted Stevens Olympic and Amateur Sports Act (the “Sports Act”), or the Empowering Olympic, Paralympic and Amateur Athletes Act of 2020 (the “Athletes Act”); or
  - iv. Any dispute between an Individual Member or Organizational Member, on the one hand, and USRowing, on the other hand, arising out of or relating to the membership agreement by and between such Individual Member or Organizational Member and USRowing.
- b. Selection Complaint. Allegations that USRowing has denied, or threatened to deny, an athlete, coach, trainer, manager, administrator, or official participation in amateur athletic competition sanctioned by USRowing or protected by the Sports Act or USOPC By-laws.
- c. Sport Integrity Complaint. Allegations that a “Covered Individual” as defined in the Sport Integrity Policy has violated the Sport Integrity Policy.

### **II. Interaction with USRowing Abuse Prevention and Response Policy and the U.S. Center for SafeSport**

1. These Procedures do not apply to alleged violations of USRowing’s Abuse Prevention and Response Policy or to any matter within the jurisdiction of the U.S. Center for SafeSport (the “Center”).
2. If a Complaint alleges both violations of USRowing’s Abuse Prevention and Response Policy and an Administrative or Selection matter referenced above, then the allegations will be resolved through USRowing’s Abuse Prevention and Response Policy’s process.
3. A Complaint submitted under these Procedures arising out of conduct or a matter over which the USRowing has jurisdiction under the Abuse Prevention and Response Policy, or where the Center has exclusive jurisdiction, or over which the Center has exercised jurisdiction, may be stayed pending the outcome of the Center’s or USRowing’s Abuse Prevention and Response process.

### **III. Interaction with USRowing Special Categories of Misconduct Policy**

1. These Procedures do not apply to alleged violations of USRowing’s USRowing Special Categories of Misconduct Policy (the “Special Misconduct Policy”)

### **IV. Interaction with USRowing Whistleblower and Anti-Retaliation Policy**

1. Reports made under [USRowing's Whistleblower and Anti-Retaliation Policy](#) (the “[Whistleblower Policy](#)”) must follow its procedures.
2. Where these Procedures conflict with the Whistleblower Policy, the Whistleblower Policy will govern.

## **V. Interaction with the Sport Integrity Policy**

1. Reports made under USRowing's Sport Integrity Policy must follow its procedures. As stated in the Sport Integrity Policy, USRowing will follow these Grievance Procedures to review the concern or complaint.
2. Where these Procedures conflict with the Sport Integrity Policy, the Sport Integrity Policy will govern.
3. USRowing will fully cooperate with the USOPC when they assert jurisdiction over allegations pertaining to the Sport Integrity Policy.

## **VI. Interaction with Law Enforcement**

1. Any Complaint arising out of conduct or a matter that has been referred to, or is being investigated by, any law enforcement or similar agency may be stayed pending the outcome of that agency's process.

## **VII. Submitting a Complaint**

1. Any individual or organization with standing (the “[Complainant](#)”) may submit a Complaint under these Procedures to USRowing. If the Complainant is a minor, the Complaint may be initiated by the minor's parent or legal guardian or representative.
2. All Complaints must:
  - a. be in writing, dated and signed (ink or electronic signature) by the Complainant, and contain a statement by the Complainant attesting to the truth, completeness and accuracy of the statements made in the Complaint to the best of their knowledge;
  - b. include the Complainant's full name and identifying current membership information;
  - c. identify, to the extent known to the Complainant, all individuals who are allegedly responsible for the acts or omissions that are the subject of the Complaint;
  - d. and include a concise statement of the nature of, and facts underlying, the Complaint, the individual and/or organization believed to be responsible for the acts or omissions described in the Complaint, any supporting documentation, and the relief requested.
  - e. A Complainant does not need to investigate the alleged misconduct.
3. An Administrative Complaint must also demonstrate that the Complainant has exhausted any other administrative remedies available under these USRowing's policies and procedures that apply to the subject matter of the Complaint.
4. A Selection Complaint must also:
  - a. demonstrate that the Complainant has exhausted any other available administrative remedies under USRowing's policies and procedures and,
  - b. to the extent known, identify all persons who may be adversely affected if the relief requested in the Complaint is granted.
5. All Complaints must be submitted electronically via [USRowing's secure complaint portal](#), where such reports will be received by USRowing's Chief of Sport, the Chair of the USRowing Grievance Panel, and the USRowing staff liaison for the Grievance Panel.
6. USRowing may submit a Complaint against a USRowing Person or Member Organization.

7. A Complaint that is not submitted in accordance with these Procedures may be dismissed. If dismissed for failure to comply with any of the above requirements the Complainant may be offered the opportunity to re-file an amended Complaint that cures such deficiencies.

### **VIII. No Retaliation**

1. Retaliation of any kind against a person or entity who files a Complaint or otherwise participates in good faith in the process outlined in these Procedures is prohibited. Any form of retaliation, including harassment, intimidation, adverse employment actions or any other form of retaliation against a complainant is a separate basis for a Complaint and disciplinary action.
2. “Retaliation” includes, but is not limited to, any adverse or discriminatory action, or the threat of an adverse or discriminatory action carried out against a Covered Individual (as defined in the [USRowing Whistleblower and Anti-Retaliation Policy](#)) as a result of any communication, including but not limited to, the filing of a formal complaint by the Covered Individual (or a parent or legal guardian of the Covered Individual) relating to the reporting of a Violation (including, but not limited to the allegation of physical abuse, sexual harassment, or emotional abuse) to any of the following entities:
  - a. USRowing (including, but not limited to, coaches, trainers, managers, administrators, or officials associated with USRowing)
  - b. USOPC
  - c. Office of the Athlete Ombuds
  - d. U.S. Center for SafeSport
  - e. United States Attorney General, or any other federal or state law enforcement authority
  - f. Equal Employment Opportunity Commission
  - g. United States Congress

### **IX. Time Bar**

1. An Administrative Complaint must be submitted within one (1) year after the Complainant knew or had reason to know of the occurrence underlying the Complaint, provided however, no limitation shall apply to an Administrative Grievance brought by USRowing related to an alleged violation of the Abuse Prevention and Response Policy.
2. A Selection Complaint must be submitted as soon as possible after the alleged denial or threat to deny participation, but in any event not later than thirty (30) days after the alleged denial or threat to deny participation.
3. Where an individual member files a Complaint based on facts which are also the subject of a matter submitted to the U.S. Center for SafeSport, such Complaint may be filed under these Procedures no later than sixty (60) days following the Center’s declination of jurisdiction of the matter.
  - a. USRowing may rely on, and be bound by, the findings and conclusions of the Center when determining whether to consider the Complaint.

### **X. Informal Resolution**

1. Upon the receipt of a Complaint, a disinterested individual, either the Chair of the Grievance Panel or a designee, if necessary, will review the Complaint to determine whether the Complaint meets the requirements of Section XI(1)(a-d) below. If the Chair of the Grievance Panel

determines that the Complaint meets those threshold requirements, the Chair of the Grievance Panel or designee will seek a written response to the Complaint from the Adverse Party (as defined below). If, upon receipt of a response, the Chair of the Grievance Panel or designee determines that the Complaint could be resolved informally to the satisfaction of the parties, the parties will be afforded notice of this option by email.

2. The parties will also be informed that each has the right to be represented by counsel.
3. The parties will cooperate with USRowing in providing information regarding the Complaint, including the submission of any additional documents, testimony, and information from the parties as to the allegations contained in the complaint. USRowing may review the relevant documentation or policies, as well as interview available witnesses in exploring resolution of the Complaint.
4. Selection complaints affecting the right to participate will be notified of their right to a hearing.
5. If the dispute is not settled to Complainant's satisfaction, the Complaint will proceed as set forth herein below.

## **XI. Notice of Complaint and Opportunity to Respond**

1. Within fourteen (14) days after receipt of a Complaint, or the conclusion of any informal dispute settlement discussions as set forth in Section X hereinabove, if applicable, the Chair of the Grievance Panel will determine:

- a. Whether the Complaint complies with these Procedures, including whether the Complaint is time-barred;
- b. Whether the underlying facts and circumstances referenced in the Complaint give rise to an issue that is appropriate for resolution under these procedures, including but not limited to, whether the Complaint is moot or fails to state a claim upon which relief may be granted;
- c. Whether Complainant has standing to submit the Complaint; and
- d. Whether the Complaint involves matters that USRowing does not have the authority or ability to remedy.

2. If Chair of the Grievance Panel determines that the Complaint does not satisfy the criteria specified in these Procedures, the Chair of the Grievance Panel may dismiss the complaint. The Complainant and any other party who has been given notice of the Complaint will be advised of any such dismissal.

3. If there is a deficiency in the submission that can be cured, the Chair of the Grievance Panel may provide the Complainant with notice of the defect(s) and a reasonable period to cure the defect(s). If the Complainant fails to cure within the time period provided, the Complaint may be dismissed. The Complainant and any other party who has been given notice of the Complaint will be advised of any such dismissal.

4. If the Chair of the Grievance Panel determines that the Complaint satisfies the criteria specified herein, it will cause to be sent:

- a. A copy of the Complaint and any attachments to any individual and organization against whom the Complaint has been filed (an "Adverse Party"); and
- b. Notice to Adverse Party, which will advise the Adverse Party of its right to respond in writing to the Complaint within fourteen (14) days of the date of the Notice to Adverse Party.

- c. This provision is satisfied by sending a copy of the Complaint and the Notice of Adverse Party to the e-mail address of each Adverse Party listed in the Adverse Party's USRowing membership records.
- d. This Section XI(4) is waived in the event that the parties have agreed to engage in an Informal Resolution as set forth in Section X above.

## **XII. Grievance Panel**

1. The USRowing Grievance Panel consists of between eight (8) and twelve (12) people, appointed by USRowing's Chief Executive Officer ("CEO") in January of each even numbered year.
2. Each member of the Grievance Panel serves for a two (2) year term.
3. USRowing's CEO appoints a Chair and Vice Chair of the Grievance Panel in January of each even-numbered year.
4. Grievance Panel members cannot be employees or directors of USRowing.
5. At least one third (1/3) of the Grievance Panel is made up of "Athlete Members" as defined by USRowing's By-laws, and nominated by USRowing's Athlete Council.
6. USRowing provides legal and administrative assistance to the Grievance Panel through a USRowing staff liaison.
7. The Grievance Panel does not have the authority to change USRowing governance, By-laws, or policy.

## **XIII. Hearing Panel**

1. Within fourteen (14) days after (i) service (which can be by e-mail) on Complainant of the Adverse Party's response to the Complaint or (ii) notice of Complaint following an unsuccessful Informal Resolution, the Chair of the Grievance Panel will, at the Chair of the Grievance Panel's request, appoint three (3) disinterested individuals to serve as the hearing panel for the Complaint (the "Hearing Panel").
2. The Hearing Panel will be comprised of at least one (1) member of the Grievance Panel, who will serve as the Chair of the Hearing Panel; and at least one (1) USRowing Athlete Member as that term is defined in USRowing By-laws. The Chair of the Grievance Panel may serve on the Hearing Panel.
3. Each member of the Hearing Panel shall read, complete, and sign the Conflicts Disclosure Form. If there are no conflicts, the Grievance Panel will make appointments to the Hearing Panel and then disclose the names of the panelists to the Complainant, the Adverse Parties, and USRowing.
4. The Chair of the Grievance Panel and/or Chair of the Hearing Panel will communicate directly with the Complainant and Adverse Party via email. Complainant and Adverse Party will submit all relevant information (e.g. witness lists, documentary evidence) via email to the Chair of the Grievance Panel.
5. The Grievance Panel may promulgate procedures for Hearing Panels in addition to these Procedures.
6. Any actual or potential conflicts of interest involving the members of the Hearing Panel will be addressed per [USRowing's Conflict of Interest Policy](#).
7. The Hearing Panel may instruct the Chair of the Grievance Panel to provide notice of the Complaint to any individual(s) that it determine(s) in its reasonable judgment should receive notice of the Complaint (each, an "[Interested Party](#)") and may afford the Interested Party an opportunity to participate in the hearing process.

## **XIV. Summary Dismissal**

1. After receipt of responses from all Adverse Parties, the Hearing Panel may decide to dismiss the Complaint on such grounds as it deems appropriate, including, but not limited to, the Complaint being moot, or fails to state a claim upon which relief may be granted.

## **XV. Conduct of the Hearing**

1. The Hearing Panel will provide all parties with not less than ten (10) days' notice of the hearing date. Absent Just Cause, a hearing will occur within ninety (90) days after USRowing receives the Complaint. "Just Cause" includes, but is not limited to, the consideration of inclement weather affecting delivery of notice if transmission of email could not be effectuated, the additional time to cure Complaint defects, unforeseen circumstances affecting the ability of a party to submit fulsome information, and civil unrest or terrorism.
2. A party may be represented by counsel. A party desiring to be represented by counsel must give notice of such representation to the Chair of the Hearing Panel and to each party at least five (5) days before the hearing. This notice must include the name, address, phone number, and email address of the counsel.
3. At least five (5) days before the hearing, each party must disclose to the Hearing Panel and all other parties (i) the names of any witnesses who the party may call at the hearing and (ii) all evidence that the party may submit during the hearing.
4. Prior to the start of the Hearing the Respondent(s) will be provided notice, in writing, of the proposed action, charges, or alleged violation with any supporting documentation filed by the filing party, and the consequences or remedy requested if a violation is determined to have occurred.
5. The rules of evidence generally do not apply to proceedings before the Hearing Panel. If a party believes that proffered evidence should not be admitted, then the Hearing Panel will decide that party's objection, taking into account all relevant information including but not limited to the probative value of the proffered evidence.
6. The hearing may be conducted in person or by video conference at a time and place (if applicable) selected by the Chair of the Hearing Panel. The Chair of the Hearing Panel will endeavor to select a place and time that is convenient and equitable to all of the parties involved in the hearing. However, the decision of the Chair as to the place and time of the hearing is final.

## **XVI. Confidentiality of the Hearings**

1. All proceedings before the Hearing Panel are confidential, and all parties, their representatives, and witnesses must keep the proceedings confidential.
2. Notwithstanding the foregoing, information brought before the Hearing Panel may be disclosed where:
  - a. Information is necessary to disclose in the course of an investigation to witnesses, parties, counsel, and other persons directly involved in the proceedings;
  - b. Information is disclosed pursuant to court order or subpoena;
  - c. Information is disclosed to law enforcement agencies and child protection agencies;
  - d. Information is disclosed to parties; and,
  - e. Information is disclosed by USRowing in response to disclosure by other parties or witnesses in the proceedings.
3. In addition, parties are not required to keep confidential information that:
  - a. belongs to the applicable party;

- b. is part of the public domain by publication or otherwise, other than by any unauthorized act or omission on the part of the receiving party (including its agents, experts, or attorneys) or a non-party under a duty to maintain such documents, information, or other material as confidential;
  - c. was both lawfully obtained by and lawfully retained in the possession of the receiving party prior to and apart from the Complaint proceedings (provided that any agreement governing, or restrictions applying to, the receiving party's prior receipt of such material shall remain in full force and effect);
  - d. the receiving party lawfully receives from a non-party who obtained the same by legal means and without any obligation of confidentiality to the party claiming its confidential nature.
- 4. All USRowing Members acknowledge and agree that USRowing and its agents, employees, lawyers, officers, and members have the ability to communicate information to USRowing members and clubs relating to disciplinary matters or conduct that may affect such members or clubs, subject to all relevant laws, regulations and USOPC requirements.
  - 5. The release of confidential information gained from these proceedings, unless specifically permitted, is a separate violation and may result in disciplinary action.
  - 6. The name of the Adverse Party, date of determination, disposition of a Complaint and Code of Conduct section, USRowing Bylaw or policy, if any, violated, may be published by USRowing.
  - 7. USRowing shall not be responsible for any release of confidential information by parties, witnesses, or other non-USRowing, or non-USRowing-related individuals who may possess or disseminate such information.

## **XVII. Decision of the Hearing Panel**

- 1. The written decision of the Hearing Panel will be submitted to the parties and the Chief Sport and Membership Officer of USRowing (the "CSMO") within fourteen (14) business days after the end of the hearing. The decision will be made on the preponderance of the evidence standard (i.e., more likely than not) and will set forth the bases for the Hearing Panel's determination.
- 2. In instances involving the opportunity to participate in an amateur athletic competition, the Hearing Panel may issue summary written decision, followed within thirty (30) days by a full written decision.
- 3. The decision of the Hearing Panel shall be final and binding on all parties; provided, however, that a decision involving an individual's opportunity to participate in amateur athletic competition may be modified through binding arbitration in accordance with Section XVIII.

## **XVIII. Interim Measures**

- 1. The Hearing Panel or the CSMO may at any time impose temporary restrictions or requirements such as amended training schedules, supervised interactions with specific members, prohibited communications or contact with specific individuals, or suspension or termination of membership.
- 2. In deciding whether to impose an interim measure, and if so, the appropriate measure to impose, the Hearing Panel or CSMO evaluates whether (i) the measure is reasonably appropriate based on the seriousness of the allegations and the facts and circumstances of the case; (ii) the measure is reasonably appropriate to maintain the safety or well-being of the Complainant, other athletes or rowing participants, or the sport community; and/or (iii) the allegations against the Adverse Party are sufficiently serious that the Adverse Party's continued participation in the sport could be detrimental to the best interest of sport and those who participate in it.

## **XVIII. Binding Arbitration**

1. USRowing agrees to submit to binding arbitration in any controversy involving:
  - a. its certification as a national governing body, as provided for in Section 220529 of the Sports Act; and
  - b. the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to participate in amateur athletic competition, upon demand of the corporation or any aggrieved amateur athlete, coach, trainer, manager, administrator or official, which arbitration under this paragraph shall be conducted in accordance with the standard commercial arbitration rules of an established major national provider of arbitration and mediation services based in the United States and designated by the corporation with the concurrence of the Athletes' Advisory Council and the National Governing Bodies' Council, as modified and provided for in the corporation's constitution and By-laws, except that if the Athletes' Advisory Council and National Governing Bodies' Council do not concur on any modifications to such Rules, and if the corporation's executive committee is not able to facilitate such concurrence, the standard commercial rules of arbitration of such designated provider shall apply unless at least two thirds of the corporation's board of directors approves modifications to such Rules.
2. An individual is not required to exhaust other remedies prior to demanding arbitration.

## **XIX. Expedited Procedures**

1. When the Grievance Panel determines that exigent circumstances require an expedited decision, a quorum of the Grievance Panel may hear and decide a Complaint within such shorter timeframe as the Grievance Panel determines is reasonable under the circumstances.
2. In such case, the Complainant may submit a Complaint for "Expedited Consideration" to bring the matter immediately to the attention of the Grievance Panel.
3. The Grievance Panel (or subset thereof) may hear such matter directly or appoint a Hearing Panel, whichever will aid in the expeditious review of the Complaint.
4. The Grievance Panel or Hearing Panel may alter these procedures to ensure expeditious review and fairness to all parties.
5. The Grievance Panel or Hearing Panel may render either an oral or summary written decision, either of which is to be followed within thirty (30) days by a full written decision.

## **XX. Penalties**

1. The Hearing Panel may impose, without limitation, any of the following penalties, either individually or collectively, in any combination upon a USRowing Person:
  - a. Reprimand: A communication, either public or private, of USRowing's disapproval of a USRowing Person's actions. A reprimand may be combined with probation or suspension.
  - b. Probation: A ruling that, for a specified time, a USRowing Person's continued participation in USRowing activities is conditioned upon satisfaction of certain conditions. These conditions shall be described specifically, as shall the consequences of failing to meet them. The Hearing Panel may order that notice of probation be given to appropriate authorities, such as, but not limited to, regatta directors.

- c. Suspension: A ruling that, for a specified time, a USRowing Person is forbidden from participating in or sponsoring USRowing activities. The Hearing Panel may limit the effect of suspension to certain activities or regattas, and may establish conditions which, if satisfied, will result in lifting of the suspension.
- d. Removal from Membership: A ruling that the USRowing Person is removed either for a specified period or permanently from membership in USRowing.
- e. Other: The Hearing Panel may order such other relief as it deems appropriate (e.g., letter of apology or restitution including payment for damaging equipment) but may not impose monetary fines as part of its penalty.

## **XXI. Athlete Ombuds Confidentiality and Privacy Policy**

### **1. Athlete Ombuds Contact Information.**

- a. The Office of the Athlete Ombuds offers independent, confidential advice to elite athletes regarding their rights and responsibilities in the Olympic and Paralympic Movement, and assists athletes with a broad range of questions, disputes, complaints and concerns.

Phone: 719-866-5000   Email: [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org)   Website: [usathlete.org](http://usathlete.org)

### **2. Confidentiality.**

- a. The Office of the Athlete Ombuds shall maintain as confidential any information communicated or provided to the Office of the Athlete Ombuds in confidence in any matter involving the exercise of the official duties of the Office of the Athlete Ombuds.
- b. Notwithstanding the foregoing, the Office of the Athlete Ombuds may disclose information as necessary to resolve or mediate a dispute, with the permission of the parties involved.
- c. The Athlete Ombuds and the staff of the Office of the Athlete Ombuds shall not be compelled to testify or produce evidence in any judicial or administrative proceeding with respect to any matter involving the exercise of the duties of the Office of the Athlete Ombuds.
- d. Any memorandum, work product, notes, or case file of the Office of the Athlete Ombuds:
  - i. shall be confidential; and
  - ii. shall not be:
    - a. subject to discovery, subpoena, or any other means of legal compulsion; or
    - b. admissible as evidence in a judicial or administrative proceeding.
- e. The confidentiality requirements under this paragraph shall not apply to information relating to:
  - i. applicable federally mandated reporting requirements;
  - ii. a felony personally witnessed by a member of the Office of the Athlete Ombuds;
  - iii. a situation, communicated to the Office of the Athlete Ombuds, in which an individual is at imminent risk of serious harm; or
  - iv. a congressional subpoena.