

The U.S. Center for SafeSport has made revisions to the SafeSport Code. Below is an overview of what has changed and the reasons behind these changes. The 2020 SafeSport Code will go into effect on April 1, 2020.

TOPIC: The “Participant” definition in the Code needs to be updated to match the language in the forthcoming MAAPP revisions.

CHANGES: On Pg. 6, added “or board members” to subsection (b) so that it is consistent with the language in the forthcoming MAAPP revisions.

On Pg. 6, added “or authority over” to subsection (d) so that it is consistent with the language in the forthcoming MAAPP revisions.

RATIONALE: These revisions (1) make it express within the Code that the board members of the NGBs, LAOs, or the USOPC are Participants within the Olympic and Paralympic Movements, and (2) add clarifying language to the “Authorized, approved, or appointed by [...]” provision.

TOPIC: The “Aiding & Abetting” provision is currently limited to only an “act,” when other circumstances exist that may also constitute a violation for aiding and abetting

CHANGE: Prohibited Conduct.

On Pg. 15, added new language - “Aiding and Abetting occurs when one aids, assists, facilitates, promotes, or encourages the commission of Prohibited Conduct by a Participant.”

RATIONALE: There are some instances where one can Aid or Abet the commission of Prohibited Conduct by directly or indirectly facilitating, encouraging, or promoting that conduct. This change closes that gap.

TOPIC: The Code does not currently include a provision expressly prohibiting “exposure of minor to sexual situations.”

CHANGE: On Pg. 17, added additional language to the existing Exposing a Minor to Imagery section - “An Adult Participant violates this Code by intentionally exposing a Minor to content or imagery of a sexual nature, including but limited to, pornography, sexual comment(s), sexual gestures, and/or sexual situation(s).”

RATIONALE: Exposing minors to sexual content through casual conversation or other interactions is some of the more frequent behavior reported to the Center. This change clarifies that such behavior is generally and expressly prohibited under the Code.

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TOPIC: The Code currently lacks an express "willful tolerance" provision, specific to situations where a Power Imbalance exists and the person in a position of authority willfully tolerates Prohibited Conduct.

CHANGE: On Pg. 18, added a new provision for Willful Tolerance - "A Participant violates this Code by willfully tolerating any form of Prohibited Misconduct, when there is a Power Imbalance between that Participant and the individual(s) who are being subjected to the Prohibited Conduct."

RATIONALE: Since this type of misconduct is not currently captured in the Aiding & Abetting provisions, this new provision is meant to cover instances where, for example, a coach is aware of an ongoing hazing ritual within their team and willfully tolerates it.

TOPIC: There are a few inconsistencies within the Reporting Requirements provision, specifically the requirements for reporting Sexual Misconduct.

CHANGE: On Pg. 19, removed the "involving a Participant" language, and modified the language in the subsequent provision - "If an Adult Participant reasonably suspects that an incident(s) of Sexual Misconduct has occurred, they must immediately report the incident(s) directly to the Center."

RATIONALE: This change creates consistency in the reporting provisions, specifically the "reasonably suspects" and "immediately report" components. The change also removes the potentially confusing clause of "involving a Participant," since reporters should not feel like they need to first determine whether someone is a Participant prior to reporting; the jurisdictional assessments occur during the Center's Initial Inquiry stage.

TOPIC: The Code needs to say expressly that the Center may also share information and evidence with law enforcement as part of its Response & Resolution process.

CHANGE: On Pg. 23, added new language - "The Center may also provide some or all of its case information, documentation, or evidence to law enforcement."

RATIONALE: This change not only clarifies the Center's relationship with law enforcement agencies, but also makes clear to Claimants and Respondents that the Center may share information and evidence as part of the Response & Resolution process.

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TOPIC: Currently, the procedural mechanism for “Requesting a Stay” only applies “prior to a hearing,” when it is applicable more broadly.

CHANGE: On Pg. 26, added language - “At any time, the Center—on its own or at the request of a Respondent—may stay a sanction(s). Whether to stay a sanction(s) is within the Center’s sole discretion and is not reviewable.”

RATIONALE: A “Stay” of sanctions is a procedural mechanism that could be appropriate in various situations, not just prior to a hearing. For example, the Center may receive a “Request to Reopen” 6 months after a Decision and full arbitration hearing occurred, citing new and compelling evidence that might alter the Center’s additional findings. Under the current provision, the Center would not have the option to stay the sanction in conjunction with granting a Request to Reopen, if that request occurred after a hearing had already occurred. To be clear, a Stay only applies to sanctions after a Notice of Decision; Temporary Measures will always be “modified,” never “stayed.”

TOPIC: The Center has decided to increase the number of Days to request a hearing.

CHANGE: On Pg. 26, changed “5 Days” to “10 Days,” where the term “Days” is defined as “business days.”

RATIONALE: The question of whether 5 business days was sufficient time to request a hearing was voiced by several stakeholders. The Center has determined that two full weeks is more appropriate, to ensure Respondents have ample time to potentially find counsel and/or come up with the funds necessary for arbitration.

TOPIC: The Center has the discretion under the current Code to publicly correct the record if facts or the process are misrepresented, but the current provision limits that option to only when “Claimants or Respondents” do the misrepresenting.

CHANGE: On Pg. 27, added additional language - “If any person or entity misrepresents the process, the underlying facts, or the outcome of a matter, the Center reserves the right to publicly correct the record.”

RATIONALE: There may be instances where it is unclear who perpetuated the misrepresentation, but that misrepresentation is nonetheless being taken seriously by the public (e.g., an anonymous source for a media outlet). This provision is important because it provides an express mechanism for the Center to correct the record if/when publicly disseminated misinformation seeks to undermine the Center’s process or mission.

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TOPIC: There is not currently a deadline for proceeding to Arbitration Hearing, allowing parties to intentionally drag out the process, even when they have no intention of actually proceeding to a hearing.

CHANGE: On Pg. 41, added new language - "If, within 30 calendar days of the request for arbitration, the Respondent fails to provide the deposit, the Center or the arbitration body will issue a notice of failure to pay. If payment is not made within five days after the notice of failure to pay is issued, or an extension is not granted, then the opportunity to request arbitration lapses and the Decision is final."

RATIONALE: Under the current Code, there is a deadline by which a Respondent must request a hearing (which is being extended in the 2020 Code, per the above), but there is no deadline for actually proceeding to a hearing after it's been requested. The Center has seen several instances where a case will remain in limbo for months after a Decision, where it's obvious the Respondent has no actual intent on going to Arbitration, it's simply a stall tactic to keep the case pending in a state of "Subject to appeal / not yet final," as displayed on the Center's database.

TOPIC: There is currently an internal inconsistency in the "Hardship Exemption" provision.

CHANGE: On Pg. 41, removed the last sentence of the provision, namely, "If the Center grants an exemption, the Center shall pay all fees and expenses associated with the arbitration."

RATIONALE: Currently, the two sentences within that provision are internally inconsistent; the first sentence says if the Center grants a hardship exemption it will pay "some fees," but the last sentence of the provision then says the Center will cover all of fees. We need the discretion to cover whatever amount is appropriate for the situation.

