

# CASCADE COLLEGIATE CONFERENCE

## Constitution & Bylaws Table of Contents

### Cascade Collegiate Conference Constitution

Preamble  
Article I: Name and Purpose  
Article II: Membership  
Section 2.1: Conditions of Membership  
Section 2.2: Members  
Section 2.3: Achieving Membership  
Section 2.4: Sanctions  
Section 2.5: Membership Contributions  
Section 2.6: Resignation of Membership  
Section 2.7: Dissolution  
Article III: Organization  
Section 3.1: Governance of the CCC  
Section 3.2: Council of Presidents  
Section 3.3: Council of Athletic Directors  
Section 3.4: Commissioner  
Article IV: Finances  
Section 4.1: General Principles  
Section 4.2: Budget  
Section 4.3: Disbursement Authorization  
Section 4.4: Contingency Fund  
Article V: Indemnification  
Article VI: Arbitration  
Article VII: Amendments  
Section 7.1: Amendment Procedure  
Section 7.2: Amendment without Meeting  
Article VIII: Bylaws  
Appendix A: Rotation of the Chair of the Council of Athletic Directors

### Cascade Collegiate Conference Bylaws

Article I: Recognized Sports  
Section 1.1: Required Core Sports  
Section 2.2: Official Conference Sports  
Section 1.3: Elimination of Sports  
Section 1.4: Exclusivity  
Section 1.5: Championships  
Article II: Conference Commissioner  
Section 2.1: Selection and Terms of Employment  
Section 2.2: Acting Commissioner  
Section 2.3: Responsibilities of the Commissioner  
Section 2.4: Administrative Duties of the Commissioner  
Article III: Standing Committees  
Section 3.1: Standing Committees  
Section 3.2: Advisory Groups  
Section 3.3: Ad Hoc Committees  
Section 3.4: Sport Committees  
Article IV: Conduct of Meetings  
Section 4.1: Official Meetings  
Section 4.2: Representatives  
Section 4.3: Rules of Order  
Section 4.4: Types of Meetings  
Section 4.5: Sport and Support Committee Meetings  
Section 4.6: Expense of Meetings  
Section 4.7: Meeting Format  
Article V: Finances  
Section 5.1: Annual Dues  
Section 5.2: Special Assessments  
Section 5.3: General Fund  
Section 5.4: Audit  
Section 5.5: Fiscal Year  
Article VI: Eligibility and Hardship **(NOTE: SEE ADDENDUM TO ARTICLE 6 AT END OF DOCUMENT)**  
Section 6.1: Eligibility Rules  
Section 6.2: Hardship  
Section 6.3: Eligibility Sanction  
Section 6.4: Student-Athlete Transfer Eligibility Exception  
Article VII: Recruiting **(NOTE: SEE ADDENDUM TO ARTICLE 7 AT END OF DOCUMENT)**  
Section 7.1: Rules Governing Recruiting  
Article VIII: Conducting Conference Events  
Section 8.1: Schedules  
Section 8.2: Delay or Termination of Conference Events  
Section 8.3: Responsibility of Home Game Management  
Section 8.4: Athletic Trainer and Training Room Services  
Section 8.5: Pre-Game or Contest Information  
Section 8.6: Courtesies to Visiting Groups from Member Institutions  
Section 8.7: Conveying Information to Non-Conference Opponents  
Section 8.8: Conference Publicity and Statistical Service  
Section 8.9: Complimentary Tickets  
Section 8.10: Media Policy  
Article IX: All-Conference Teams, Coach of the Year, and Awards  
Section 9.1: All-Conference Teams  
Section 9.2: Academic All-Conference Teams  
Section 9.3: Conference Coach of the Year  
Section 9.4: Awards  
Section 9.5: Player of the Week  
Section 9.6: Athlete of the Year  
Section 9.7: Scholar-Athlete of the Year  
Section 9.8: Champion of Character Award  
Section 9.9: All-Sports Award  
Article X: Conduct and Sanctions  
Section 10.1: Sportsmanship/Conduct  
Section 10.2: Protest Procedures  
Section 10.3: Disciplinary Action

# CONSTITUTION

## CASCADE COLLEGIATE CONFERENCE

### PREAMBLE

Believing that intercollegiate athletic competition is a vital part of higher education and is regarded as an integral part of the educational program available to students at each member institution, and, as such, should be subject to administrative and faculty direction and control, the Cascade Collegiate Conference, Inc. is incorporated for the purpose of maximizing the constructive and educational benefits of intercollegiate athletic competition for the male and female students at each member institution.

Fundamental to the successful application of any set of rules is the spirit of mutual confidence and cooperation. It is the function of this Conference to encourage intercollegiate athletics on an amateur basis with institutional control.

The members of this Conference are dedicated to a continuing effort to maintain intercollegiate athletics in harmony with the essential educational purposes of the institution. To reinforce these principles, the Cascade Collegiate Conference believes in and subscribes to the fundamental purposes, policies, and principles governing the conduct of intercollegiate athletics as adopted by the National Association of Intercollegiate Athletics (NAIA). These include the aims and purposes contained in Article III of the NAIA Constitution:

The aim of the NAIA is to promote the development of athletics as an integral part of the educational offerings of member institutions by means of democratic participation at conference, regional and national levels. This aim shall be accomplished by means of the functioning of committees composed of representatives of those institutions which subscribe to and support athletic programs that shall culminate in truly democratic national championship competitions.

The purpose of the NAIA is to promote the education and development of students through intercollegiate athletic participation. Member institutions, although varied and diverse, share a common commitment to high standards and the principle that athletics serves as an integral part of education. The NAIA embraces the concept of the student and recognizes the importance of the individuality of each member institution, the value of the conference and regional structures, and the benefits of membership in a national association.

### ARTICLE 1. NAME AND PURPOSE

1.1. **Name.** This organization shall be known as the Cascade Collegiate Conference, Inc., doing business under the registered names of Cascade Collegiate Conference hereafter referred to as the CCC or the Conference.

1.2. **Statement of Purpose**

1.2.1. The purpose of the CCC shall be organized exclusively for the education of student athletes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) on the Internal Revenue Code, or corresponding section of any future federal tax code. The CCC shall promote, organize and supervise intercollegiate athletic competition among member schools in a way that encourages competition to be wholesome, fair, amicable, enjoyable, and educational.

1.2.2. No substantial part of the activities of the CCC shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the CCC shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the CCC shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future tax code, or (b) by an

organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

## **ARTICLE 2. MEMBERSHIP**

### **2.1. Conditions of Membership**

- 2.1.1. Membership in the CCC shall be limited to Northwest private and state four-year colleges or universities adhering to the purpose and standards of the National Association of Intercollegiate Athletics (NAIA) and the CCC, and committed to emphasizing the Champions of Character Program and enhancing the educational values of intercollegiate athletic competition. Membership is based upon mutual trust and respect among member institutions dedicated to the education of men and women.
- 2.1.2. Membership is subject to the written approval of the chief executive officers of member institutions. As a condition of membership, each member agrees to comply with the Articles of Incorporation, Constitution, Bylaws, and Sports Regulations of the NAIA, and each member agrees to be bound by the NAIA regulations in the conduct of its intercollegiate athletic programs.
- 2.1.3. Agreements evidencing membership in the CCC shall be of such form as shall be determined by the Council of Presidents (COP). These shall be signed by an authorized representative of each member institution on behalf of the institution, and by the Commissioner or by such other officers authorized by the law and by the COP to do so, on behalf of the CCC.

### **2.2. Members**

- 2.2.1. **Active Members of the CCC.** As of the date of approval of this Constitution and Bylaws, the CCC membership includes the following institutions:

The College of Idaho  
Cascade College (*withdrew April 2009*)  
Concordia University  
Corban College  
Eastern Oregon University  
The Evergreen State College  
Northwest University  
Northwest Christian University  
Oregon Institute of Technology  
Southern Oregon University  
Warner Pacific College

- 2.2.2. **Affiliates of the CCC.** At present, no institution is an affiliate of the CCC.

### **2.3 Achieving Membership**

- 2.3.1. **New Member.** New members meeting the qualification set forth in 2.1.1. (Conditions of Membership) may be admitted upon written application submitted to the Commissioner, providing that such written application is also filed with the appropriate institutional representative of each current member institution, and providing that at least two-thirds of the current members of the COP approve the admission of the applicant institution to membership in the CCC. Written application for membership must be submitted prior to the anticipated year of membership and not less than ninety (90) days prior to a regular scheduled meeting.
- 2.3.2. **Affiliate Status.** The COP shall have the authority to grant an institution meeting the qualifications of 2.1.1. (Conditions of Membership) an affiliation with the CCC under such

terms, conditions, and limitations as may be approved. An institution desiring such affiliation shall make application to the Commissioner, and shall file such written application with the appropriate institutional representative of each current member institution; written application for membership must be submitted prior to the anticipated year of membership and not less than ninety (90) days prior to a regular scheduled meeting. Affiliation is granted providing that at least two-thirds of the current members approve the admission of the applicant institution to affiliate status in the CCC. Affiliate members shall offer no more than two (2) sports per gender.

2.4 **Sanctions.** A member institution or affiliate institution may be placed on probation, suspended, or expelled for violation of the Articles of Incorporation, Constitution, Bylaws, or Sports Regulations of the CCC. Such disciplinary action requires a two-thirds vote of the COP (for purposes of this provision, the offending institution shall not be counted). Expulsion shall mean complete severance from the CCC; suspension shall mean temporary severance from the CCC under conditions specified by the Council of Athletic Directors; and probation shall mean restricted participation in the CCC under conditions specified by the Council of Athletic Directors. A member institution shall not be entitled to receive any distribution from the CCC after the expulsion of the member from the CCC.

2.5. **Membership Contributions**

2.5.1. **New Member Contribution.** As a condition of membership, each newly admitted institution shall contribute to the Operating Fund a membership fee equal to two (2) years dues plus one equal share of the net worth of the conference. New members shall share in any distribution from, or contributions to, the Operating Fund one year after their admission as full members.

2.5.2. **Affiliate Contribution.** As a condition of affiliation with the CCC (as authorized in section 2.3.2), each newly affiliated institution shall contribute to the Operating Fund an affiliation fee that shall be established in each case by the COP upon the advice of the Council of Athletic Directors and the Commissioner. Unless otherwise provided by the Council of Athletic Directors, affiliates of the CCC shall not share in any distribution from the Operating Fund.

2.6. **Resignation of Membership**

2.6.1. **Resignation of Full Member.** A member institution, which is in good standing with the conference, may resign its membership in the CCC upon written notice by the withdrawing member at least 24 months prior to the proposed effective date of withdrawal; such written notice shall be submitted to the Commissioner and to the Chair of the Council of Athletic Directors. Upon the timely termination of membership, the withdrawing institution shall not receive a proportionate share of the fund balance of the CCC.

2.6.2. **Resignation or Termination of Affiliate Status.** Institutions affiliated with the CCC under provisions 2.3.2 may resign from the affiliation by submitting to the Commissioner and to the Chair of the Council of Athletic Directors written notice of termination of such affiliation at least 24 months prior to the start of the competition season(s) for which such termination would become effective. The COP will annually review all such affiliations and may terminate any such affiliation by vote of at least two-thirds of the COP, providing that the affiliated institution receive notice of such termination at least 12 months prior to the start of the competitive season(s) for which the termination will become effective. Unless otherwise provided by the COP, no termination of affiliate status shall involve payments by the affiliated institution to the CCC or disbursements to such institution by the CCC.

2.7. **Dissolution.** In the event of the dissolution of the CCC, any fund or other assets to which the CCC holds title shall be distributed, after all liabilities of the CCC have been settled, in equal shares among the institutions who are members at the time when action is taken to dissolve the CCC, as long as each member or affiliate is then a tax exempt organization pursuant to Section 501 (c) (3) or other provisions of the Internal Revenue Code.

## ARTICLE 3. ORGANIZATION

### 3.1. **Governance of the CCC**

Final responsibility for and ultimate oversight of CCC governance is vested in the Council of Presidents (COP). The COP confers authority for operations and administration upon the Council of Athletic Directors and a Conference Commissioner.

### 3.2. **Council of Presidents**

3.2.1. **Membership**. The chief executive officers of all member institutions of the CCC shall constitute the COP. Each institution shall have one vote. The Commissioner shall serve in an advisory capacity without vote. Only COP's have voting rights.

3.2.2. **Powers and Responsibilities of the COP**. Among the Council of Athletic Director's actions that require review and ratification by the COP are:

- a) Amendments to the Constitution
- b) Change in the number of members
- c) Budget of the CCC
- d) Amendments to the CCC financial distribution regulations
- e) Selection and employment of the CCC Commissioner/CCC Staff
- f) Location of the CCC Office
- g) Approval or repeal of legislation or policy, regulation or activity
- h) Other such actions as prescribed by bylaw

3.2.3. **Chair of the COP**. The Chair of the COP and length of service shall be determined by the Council of Presidents. In the absence of the chair, the chair of the meeting will be the past chair.

3.2.4. **Meetings of the COP**. The COP shall hold at least one regular meeting per year.

3.2.5. **Quorum**. A majority of members of the COP in attendance at a meeting shall constitute a Quorum.

### 3.3. **Council of Athletic Directors**

3.3.1. **Membership**. The voting members of the Council of Athletic Directors shall be the Director of Athletics or his/her designee representing each member institution. Each institution shall have one vote. Serving as ex-officio non-voting members on the Council of Athletic Directors shall be the Chair of the COP, a Faculty Athletics Representative (FAR), and the Commissioner.

3.3.2. **Powers and Responsibilities:**

- a) Recommend to the COP legislation, policy, regulation, or activity pertaining to the CCC.
- b) Recommend to the COP the selection of the CCC Commissioner and other employees deemed necessary, prescribe their duties and establish the terms and conditions of their employment.
- c) Appoint committees for any designated purpose.
- d) Recommend to the COP approval of the annual budget for the next fiscal year.

3.3.3. **Chair of the Council of Athletic Directors**. A Chair, who shall be designated from among the Council voting members, shall determine along with the Commissioner, the agenda for all meetings of the Council of Athletic Directors. The Chair shall serve according to the rotation listed in the appendix. The new Chair shall begin his/her duties at the conclusion of the Spring Meeting.

- 3.3.4. **Meetings.** The Council of Athletic Directors shall hold regular meetings each year in the fall, winter and spring.
- 3.3.5. **Quorum.** Representatives of a majority of the member institutions shall constitute a quorum. Less than a quorum may meet as an advisory committee empowered to discuss the Council agenda, to recommend action, and to call a special meeting.
- 3.3.6. **Advisory Groups.**
- 3.3.6.1 **Athletic Representatives Group.** The Faculty representatives, sports information directors and athletic trainers shall meet at least once annually to provide counsel to the Council of Athletic Directors.
- 3.3.7. **Standing Committees.** The standing committees of the CCC shall include the Appeals Committee, the Finance Committee, the Constitution and Bylaws Committee, the Eligibility Committee, and such other committees as shall be created by Bylaw.
- 3.3.7.1 **Appeals Committee.** The committee shall be composed of three athletic directors and two faculty athletic representatives selected by the Council of Athletic Directors for a two-year term. The committee shall rule on appeals not involving eligibility issues submitted to it by the Conference office, including appeals of rulings on unsportsmanlike conduct and appeals of CCC or NAIA rules violations in which the committee may determine which teams and/or individuals will represent the conference in post-season play. If the institutional representative of the accused institution is on the Appeals Committee, he or she shall abstain from all votes. Rulings of the committee shall be by majority vote and shall be final. In case of a tie, the Commissioner will cast the tie-breaking vote.
- 3.3.7.2. **Finance Committee.** The Finance Committee shall consist of one president and two athletic administrators. The Committee shall audit expenditures annually, work with the Commissioner on future year budgets, and make recommendations on all financial issues to the Council of Presidents.
- 3.3.7.3. **Constitution and Bylaws Committee.** The Constitution and Bylaws Committee shall consist of at least one faculty athletic representative and two athletic administrators. The Committee shall study the rules and regulations and recommend necessary revisions to the Constitution, Bylaws, and Sports Guidelines as directed by the Council of Athletic Directors and the NAIA.
- 3.3.7.4. **Eligibility Committee.** The Eligibility Committee shall be appointed by the Council of Presidents from the Faculty Athletics Representatives of conference institutions and shall consist of the Eligibility Chair and two at-large members whose selection will be based on their experience and expertise with NAIA and CCC eligibility rules and regulations. The Eligibility Committee shall have the responsibility to administer eligibility rules and policies for the conference. (NAIA Article IX, Section C).

This includes recommendations to the National Eligibility Committee regarding:

1. Eligibility cases (defined as actual or possible violations of NAIA rules or regulations) (NAIA Article V, Section K.)
2. Academic hardship requests. (NAIA Article V, Section M.)

If an Eligibility Committee member's institution is involved, the Conference Commissioner shall name a replacement for action on that case.

The Eligibility Chair shall: (a) Act as liaison to the NAIA for eligibility and appeals; (b) Coordinate the eligibility efforts of the Conference by receiving and verifying the certification of athletes for all sports within the conference; (c) Coordinate investigation of potential eligibility infractions by member institutions;(d) Coordinate committee review of Eligibility cases, Requests for exceptional rulings, and academic hardship requests and forward recommendations to the National Eligibility Committee for decisions; (e) Communicate eligibility decisions to the Commissioner and other affected parties; (f) Maintain the eligibility files for the conference and advise institutions on procedures for filing eligibility as requested; and (g) report on eligibility activity to the Conference in person or in writing at the regular meetings of the CCC.

3.3.7.5. **Champions of Character Conference Committee.** The Champions of Character Conference Committee shall be composed primarily of Champions of Character campus liaisons. The committee shall be charged with development and oversight of conference character education and activities. This committee should be comprised of three Champions of Character liaisons (one of whom must be a head coach), one AD and one president. Each institution's liaison will be identified by August 1<sup>st</sup> and the selections be made by the CAD at the fall meeting.

3.3.7.6. **Conduct in Competition Committee.** The Conduct in Competition Committee, comprised of three athletic directors, is charged with recommending the scope of the CCC's activities related to event management; hospitality; conduct in competition; and sanctions related to conduct in competition within the CCC.

3.4. **Commissioner.** The CCC shall employ a Commissioner for a specified period of time determined by the COP, commencing July 1. On or before the spring meeting of the year current employment ceases, the Commissioner will be informed whether employment will be continued for the succeeding year(s). Conversely, the Commissioner will give notice by April 15<sup>th</sup> of the year on the contract whether his/her services will continue for the succeeding year(s). The Commissioner is authorized to sign contracts or other legal documents on behalf of the CCC, consistent with guidelines that may be established from time to time by the Council of Athletic Directors and approved by the COP.

3.4.1. **Other Personnel.** The Commissioner shall employ such administrative personnel as the COP agrees are necessary for the effective conduct of the business of the CCC.

#### **ARTICLE 4. FINANCES**

4.1. **General Principles.** The fiscal year of the CCC shall be from July 1 of each year to June 30 of the ensuing year.

4.2. **Budget.** The budget shall include estimates of the general operating expenses of the CCC and, insofar as possible, specific estimates of items of income and expenditures. The Commissioner and the Council of Athletic Directors shall review and amend, if deemed necessary, the proposed budget prior to COP action.

4.3. **Disbursement Authorization.** Approval of the budget by the COP shall serve as authorization for disbursements consistent with the approved budget.

4.4. **Contingency Fund.** The CCC will maintain a "contingency fund" that will be invested in an interest bearing account. The purpose of the contingency fund is to cover any CCC contractual obligations and financial shortfalls. The contingency fund will be replenished, as required, from surplus income as determined at the Fall Meeting.

## ARTICLE 5. INDEMNIFICATION

- 5.1. Each director, member, or officer of the CCC or member of a committee of the Council, and each person who serves or has served at the request of the CCC, as a trustee, director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the CCC to the fullest extent permitted by the non-profit corporation laws of the state of Oregon as they may be in effect from time to time; provided, however, that the preceding shall not require the CCC to indemnify any person for any liability, tax or expense to the extent it results in the imposition of tax under Section 4958 of the Internal Revenue Code. The CCC may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the CCC would have power to indemnify such person against such liability under the preceding sentence. The CCC may, to the extent authorized from time to time by the Council, grant rights to indemnification to employees or agents of the CCC and others to the fullest extent provided under the laws of the state of Oregon as they may be in effect from time to time.

## ARTICLE 6. ARBITRATION

- 6.1 Any dispute regarding the interpretation or application of, or compliance with any provision of this Constitution, the Bylaws, the Articles of Incorporation, and/or Sports Regulations of the CCC will be resolved exclusively by binding arbitration. Any arbitration hereunder shall be conducted under the Rules of the American Arbitration Association as modified herein and shall take place in *Multnomah County, Oregon*.

The arbitration provisions of this Constitution and Bylaws shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations of the other party hereunder for which such party may require provisional relief pending a decision on the merits by the arbitrator, and consent is hereby granted to the exclusive jurisdiction of *Oregon courts* for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could grant in conformity to applicable law.

## ARTICLE 7. AMENDMENTS

- 7.1 **Amendment Procedure.** This Constitution may be amended, upon three weeks written notice to such representative of each member, by a two-thirds (2/3) affirmative vote of the members at any Council of Athletic Director's meeting, subject to final approval by a majority of COP.
- 7.2 **Amendment without Meeting.** If the Chair of the Council of Athletic Directors or the Commissioner deems it necessary, a change in the Constitution may be submitted to the members between meetings. An affirmative vote of two-thirds (2/3) of the Council of Athletic Directors shall be required to approve or adopt such proposals, subject to final approval by a majority of the COP.

## ARTICLE 8. BYLAWS

- 8.1. The Conference may adopt Bylaws that shall be consistent with this Constitution by a majority vote of the Council of Athletic Directors and the subsequent approval of the COP. Should there be any inconsistency between this Constitution and the Bylaws, this Constitution shall prevail.

Appendix A

**Rotation of the Chair of the Council of Athletic Directors:**

The rotation will follow the order listed below. The Chair of the Council of Athletic Directors will serve for two years. If there is a new Athletic Director at a member institution who is next in line for the Chair position, then the decision on the rotation will be returned to the Council of Athletic Directors for determination.

<b>Year</b>	<b>School</b>
2005/2006 – 2006/2007	Warner Pacific College
2007/2008 – 2008/2009	The College of Idaho
2009/2010 – 2010/2011	Concordia University
2011/2012 – 2012/2013	Corban College
2013/2014 – 2014/2015	Eastern Oregon University
2015/2016 – 2016/2017	The Evergreen State College
2017/2018 – 2018/2019	Northwest University
2019/2020 – 2020/2021	Northwest Christian University
2021/2022 – 2022/2023	Oregon Institute of Technology
2023/2024 – 2024/2025	Southern Oregon University

The rotation continues, repeating from the top of the list.

Approved by Council of Presidents, Aug. 23, 2007

Updated June 18, 2008

Updated June 20, 2009

Revised: June 20, 2009

# CONSTITUTION

## CASCADE COLLEGIATE CONFERENCE

### PREAMBLE

Believing that intercollegiate athletic competition is a vital part of higher education and is regarded as an integral part of the educational program available to students at each member institution, and, as such, should be subject to administrative and faculty direction and control, the Cascade Collegiate Conference, Inc. is incorporated for the purpose of maximizing the constructive and educational benefits of intercollegiate athletic competition for the male and female students at each member institution.

Fundamental to the successful application of any set of rules is the spirit of mutual confidence and cooperation. It is the function of this Conference to encourage intercollegiate athletics on an amateur basis with institutional control.

The members of this Conference are dedicated to a continuing effort to maintain intercollegiate athletics in harmony with the essential educational purposes of the institution. To reinforce these principles, the Cascade Collegiate Conference believes in and subscribes to the fundamental purposes, policies, and principles governing the conduct of intercollegiate athletics as adopted by the National Association of Intercollegiate Athletics (NAIA). These include the aims and purposes contained in Article III of the NAIA Constitution:

The aim of the NAIA is to promote the development of athletics as an integral part of the educational offerings of member institutions by means of democratic participation at conference, regional and national levels. This aim shall be accomplished by means of the functioning of committees composed of representatives of those institutions which subscribe to and support athletic programs that shall culminate in truly democratic national championship competitions.

The purpose of the NAIA is to promote the education and development of students through intercollegiate athletic participation. Member institutions, although varied and diverse, share a common commitment to high standards and the principle that athletics serves as an integral part of education. The NAIA embraces the concept of the student and recognizes the importance of the individuality of each member institution, the value of the conference and regional structures, and the benefits of membership in a national association.

### ARTICLE 1. NAME AND PURPOSE

1.1. **Name.** This organization shall be known as the Cascade Collegiate Conference, Inc., doing business under the registered names of Cascade Collegiate Conference hereafter referred to as the CCC or the Conference.

1.2. **Statement of Purpose**

1.2.1. The purpose of the CCC shall be organized exclusively for the education of student athletes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) on the Internal Revenue Code, or corresponding section of any future federal tax code. The CCC shall promote, organize and supervise intercollegiate athletic competition among member schools in a way that encourages competition to be wholesome, fair, amicable, enjoyable, and educational.

1.2.2. No substantial part of the activities of the CCC shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the CCC shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the CCC shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future tax code, or (b) by an

organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

## **ARTICLE 2. MEMBERSHIP**

### **2.1. Conditions of Membership**

- 2.1.1. Membership in the CCC shall be limited to Northwest private and state four-year colleges or universities adhering to the purpose and standards of the National Association of Intercollegiate Athletics (NAIA) and the CCC, and committed to emphasizing the Champions of Character Program and enhancing the educational values of intercollegiate athletic competition. Membership is based upon mutual trust and respect among member institutions dedicated to the education of men and women.
- 2.1.2. Membership is subject to the written approval of the chief executive officers of member institutions. As a condition of membership, each member agrees to comply with the Articles of Incorporation, Constitution, Bylaws, and Sports Regulations of the NAIA, and each member agrees to be bound by the NAIA regulations in the conduct of its intercollegiate athletic programs.
- 2.1.3. Agreements evidencing membership in the CCC shall be of such form as shall be determined by the Council of Presidents (COP). These shall be signed by an authorized representative of each member institution on behalf of the institution, and by the Commissioner or by such other officers authorized by the law and by the COP to do so, on behalf of the CCC.

### **2.2. Members**

- 2.2.1. **Active Members of the CCC.** As of the date of approval of this Constitution and Bylaws, the CCC membership includes the following institutions:

The College of Idaho  
Cascade College (*withdrew April 2009*)  
Concordia University  
Corban College  
Eastern Oregon University  
The Evergreen State College  
Northwest University  
Northwest Christian University  
Oregon Institute of Technology  
Southern Oregon University  
Warner Pacific College

- 2.2.2. **Affiliates of the CCC.** At present, no institution is an affiliate of the CCC.

### **2.3 Achieving Membership**

- 2.3.1. **New Member.** New members meeting the qualification set forth in 2.1.1. (Conditions of Membership) may be admitted upon written application submitted to the Commissioner, providing that such written application is also filed with the appropriate institutional representative of each current member institution, and providing that at least two-thirds of the current members of the COP approve the admission of the applicant institution to membership in the CCC. Written application for membership must be submitted prior to the anticipated year of membership and not less than ninety (90) days prior to a regular scheduled meeting.
- 2.3.2. **Affiliate Status.** The COP shall have the authority to grant an institution meeting the qualifications of 2.1.1. (Conditions of Membership) an affiliation with the CCC under such

terms, conditions, and limitations as may be approved. An institution desiring such affiliation shall make application to the Commissioner, and shall file such written application with the appropriate institutional representative of each current member institution; written application for membership must be submitted prior to the anticipated year of membership and not less than ninety (90) days prior to a regular scheduled meeting. Affiliation is granted providing that at least two-thirds of the current members approve the admission of the applicant institution to affiliate status in the CCC. Affiliate members shall offer no more than two (2) sports per gender.

2.4 **Sanctions.** A member institution or affiliate institution may be placed on probation, suspended, or expelled for violation of the Articles of Incorporation, Constitution, Bylaws, or Sports Regulations of the CCC. Such disciplinary action requires a two-thirds vote of the COP (for purposes of this provision, the offending institution shall not be counted). Expulsion shall mean complete severance from the CCC; suspension shall mean temporary severance from the CCC under conditions specified by the Council of Athletic Directors; and probation shall mean restricted participation in the CCC under conditions specified by the Council of Athletic Directors. A member institution shall not be entitled to receive any distribution from the CCC after the expulsion of the member from the CCC.

2.5. **Membership Contributions**

2.5.1. **New Member Contribution.** As a condition of membership, each newly admitted institution shall contribute to the Operating Fund a membership fee equal to two (2) years dues plus one equal share of the net worth of the conference. New members shall share in any distribution from, or contributions to, the Operating Fund one year after their admission as full members.

2.5.2. **Affiliate Contribution.** As a condition of affiliation with the CCC (as authorized in section 2.3.2), each newly affiliated institution shall contribute to the Operating Fund an affiliation fee that shall be established in each case by the COP upon the advice of the Council of Athletic Directors and the Commissioner. Unless otherwise provided by the Council of Athletic Directors, affiliates of the CCC shall not share in any distribution from the Operating Fund.

2.6. **Resignation of Membership**

2.6.1. **Resignation of Full Member.** A member institution, which is in good standing with the conference, may resign its membership in the CCC upon written notice by the withdrawing member at least 24 months prior to the proposed effective date of withdrawal; such written notice shall be submitted to the Commissioner and to the Chair of the Council of Athletic Directors. Upon the timely termination of membership, the withdrawing institution shall not receive a proportionate share of the fund balance of the CCC.

2.6.2. **Resignation or Termination of Affiliate Status.** Institutions affiliated with the CCC under provisions 2.3.2 may resign from the affiliation by submitting to the Commissioner and to the Chair of the Council of Athletic Directors written notice of termination of such affiliation at least 24 months prior to the start of the competition season(s) for which such termination would become effective. The COP will annually review all such affiliations and may terminate any such affiliation by vote of at least two-thirds of the COP, providing that the affiliated institution receive notice of such termination at least 12 months prior to the start of the competitive season(s) for which the termination will become effective. Unless otherwise provided by the COP, no termination of affiliate status shall involve payments by the affiliated institution to the CCC or disbursements to such institution by the CCC.

2.7. **Dissolution.** In the event of the dissolution of the CCC, any fund or other assets to which the CCC holds title shall be distributed, after all liabilities of the CCC have been settled, in equal shares among the institutions who are members at the time when action is taken to dissolve the CCC, as long as each member or affiliate is then a tax exempt organization pursuant to Section 501 (c) (3) or other provisions of the Internal Revenue Code.

## ARTICLE 3. ORGANIZATION

### 3.1. **Governance of the CCC**

Final responsibility for and ultimate oversight of CCC governance is vested in the Council of Presidents (COP). The COP confers authority for operations and administration upon the Council of Athletic Directors and a Conference Commissioner.

### 3.2. **Council of Presidents**

3.2.1. **Membership**. The chief executive officers of all member institutions of the CCC shall constitute the COP. Each institution shall have one vote. The Commissioner shall serve in an advisory capacity without vote. Only COP's have voting rights.

3.2.2. **Powers and Responsibilities of the COP**. Among the Council of Athletic Director's actions that require review and ratification by the COP are:

- a) Amendments to the Constitution
- b) Change in the number of members
- c) Budget of the CCC
- d) Amendments to the CCC financial distribution regulations
- e) Selection and employment of the CCC Commissioner/CCC Staff
- f) Location of the CCC Office
- g) Approval or repeal of legislation or policy, regulation or activity
- h) Other such actions as prescribed by bylaw

3.2.3. **Chair of the COP**. The Chair of the COP and length of service shall be determined by the Council of Presidents. In the absence of the chair, the chair of the meeting will be the past chair.

3.2.4. **Meetings of the COP**. The COP shall hold at least one regular meeting per year.

3.2.5. **Quorum**. A majority of members of the COP in attendance at a meeting shall constitute a Quorum.

### 3.3. **Council of Athletic Directors**

3.3.1. **Membership**. The voting members of the Council of Athletic Directors shall be the Director of Athletics or his/her designee representing each member institution. Each institution shall have one vote. Serving as ex-officio non-voting members on the Council of Athletic Directors shall be the Chair of the COP, a Faculty Athletics Representative (FAR), and the Commissioner.

3.3.2. **Powers and Responsibilities:**

- a) Recommend to the COP legislation, policy, regulation, or activity pertaining to the CCC.
- b) Recommend to the COP the selection of the CCC Commissioner and other employees deemed necessary, prescribe their duties and establish the terms and conditions of their employment.
- c) Appoint committees for any designated purpose.
- d) Recommend to the COP approval of the annual budget for the next fiscal year.

3.3.3. **Chair of the Council of Athletic Directors**. A Chair, who shall be designated from among the Council voting members, shall determine along with the Commissioner, the agenda for all meetings of the Council of Athletic Directors. The Chair shall serve according to the rotation listed in the appendix. The new Chair shall begin his/her duties at the conclusion of the Spring Meeting.

- 3.3.4. **Meetings.** The Council of Athletic Directors shall hold regular meetings each year in the fall, winter and spring.
- 3.3.5. **Quorum.** Representatives of a majority of the member institutions shall constitute a quorum. Less than a quorum may meet as an advisory committee empowered to discuss the Council agenda, to recommend action, and to call a special meeting.
- 3.3.6. **Advisory Groups.**
- 3.3.6.1 **Athletic Representatives Group.** The Faculty representatives, sports information directors and athletic trainers shall meet at least once annually to provide counsel to the Council of Athletic Directors.
- 3.3.7. **Standing Committees.** The standing committees of the CCC shall include the Appeals Committee, the Finance Committee, the Constitution and Bylaws Committee, the Eligibility Committee, and such other committees as shall be created by Bylaw.
- 3.3.7.1 **Appeals Committee.** The committee shall be composed of three athletic directors and two faculty athletic representatives selected by the Council of Athletic Directors for a two-year term. The committee shall rule on appeals not involving eligibility issues submitted to it by the Conference office, including appeals of rulings on unsportsmanlike conduct and appeals of CCC or NAIA rules violations in which the committee may determine which teams and/or individuals will represent the conference in post-season play. If the institutional representative of the accused institution is on the Appeals Committee, he or she shall abstain from all votes. Rulings of the committee shall be by majority vote and shall be final. In case of a tie, the Commissioner will cast the tie-breaking vote.
- 3.3.7.2. **Finance Committee.** The Finance Committee shall consist of one president and two athletic administrators. The Committee shall audit expenditures annually, work with the Commissioner on future year budgets, and make recommendations on all financial issues to the Council of Presidents.
- 3.3.7.3. **Constitution and Bylaws Committee.** The Constitution and Bylaws Committee shall consist of at least one faculty athletic representative and two athletic administrators. The Committee shall study the rules and regulations and recommend necessary revisions to the Constitution, Bylaws, and Sports Guidelines as directed by the Council of Athletic Directors and the NAIA.
- 3.3.7.4. **Eligibility Committee.** The Eligibility Committee shall be appointed by the Council of Presidents from the Faculty Athletics Representatives of conference institutions and shall consist of the Eligibility Chair and two at-large members whose selection will be based on their experience and expertise with NAIA and CCC eligibility rules and regulations. The Eligibility Committee shall have the responsibility to administer eligibility rules and policies for the conference. (NAIA Article IX, Section C).

This includes recommendations to the National Eligibility Committee regarding:

1. Eligibility cases (defined as actual or possible violations of NAIA rules or regulations) (NAIA Article V, Section K.)
2. Academic hardship requests. (NAIA Article V, Section M.)

If an Eligibility Committee member's institution is involved, the Conference Commissioner shall name a replacement for action on that case.

The Eligibility Chair shall: (a) Act as liaison to the NAIA for eligibility and appeals; (b) Coordinate the eligibility efforts of the Conference by receiving and verifying the certification of athletes for all sports within the conference; (c) Coordinate investigation of potential eligibility infractions by member institutions;(d) Coordinate committee review of Eligibility cases, Requests for exceptional rulings, and academic hardship requests and forward recommendations to the National Eligibility Committee for decisions; (e) Communicate eligibility decisions to the Commissioner and other affected parties; (f) Maintain the eligibility files for the conference and advise institutions on procedures for filing eligibility as requested; and (g) report on eligibility activity to the Conference in person or in writing at the regular meetings of the CCC.

3.3.7.5. **Champions of Character Conference Committee.** The Champions of Character Conference Committee shall be composed primarily of Champions of Character campus liaisons. The committee shall be charged with development and oversight of conference character education and activities. This committee should be comprised of three Champions of Character liaisons (one of whom must be a head coach), one AD and one president. Each institution's liaison will be identified by August 1<sup>st</sup> and the selections be made by the CAD at the fall meeting.

3.3.7.6. **Conduct in Competition Committee.** The Conduct in Competition Committee, comprised of three athletic directors, is charged with recommending the scope of the CCC's activities related to event management; hospitality; conduct in competition; and sanctions related to conduct in competition within the CCC.

3.4. **Commissioner.** The CCC shall employ a Commissioner for a specified period of time determined by the COP, commencing July 1. On or before the spring meeting of the year current employment ceases, the Commissioner will be informed whether employment will be continued for the succeeding year(s). Conversely, the Commissioner will give notice by April 15<sup>th</sup> of the year on the contract whether his/her services will continue for the succeeding year(s). The Commissioner is authorized to sign contracts or other legal documents on behalf of the CCC, consistent with guidelines that may be established from time to time by the Council of Athletic Directors and approved by the COP.

3.4.1. **Other Personnel.** The Commissioner shall employ such administrative personnel as the COP agrees are necessary for the effective conduct of the business of the CCC.

#### **ARTICLE 4. FINANCES**

4.1. **General Principles.** The fiscal year of the CCC shall be from July 1 of each year to June 30 of the ensuing year.

4.2. **Budget.** The budget shall include estimates of the general operating expenses of the CCC and, insofar as possible, specific estimates of items of income and expenditures. The Commissioner and the Council of Athletic Directors shall review and amend, if deemed necessary, the proposed budget prior to COP action.

4.3. **Disbursement Authorization.** Approval of the budget by the COP shall serve as authorization for disbursements consistent with the approved budget.

4.4. **Contingency Fund.** The CCC will maintain a "contingency fund" that will be invested in an interest bearing account. The purpose of the contingency fund is to cover any CCC contractual obligations and financial shortfalls. The contingency fund will be replenished, as required, from surplus income as determined at the Fall Meeting.

## ARTICLE 5. INDEMNIFICATION

- 5.1. Each director, member, or officer of the CCC or member of a committee of the Council, and each person who serves or has served at the request of the CCC, as a trustee, director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the CCC to the fullest extent permitted by the non-profit corporation laws of the state of Oregon as they may be in effect from time to time; provided, however, that the preceding shall not require the CCC to indemnify any person for any liability, tax or expense to the extent it results in the imposition of tax under Section 4958 of the Internal Revenue Code. The CCC may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the CCC would have power to indemnify such person against such liability under the preceding sentence. The CCC may, to the extent authorized from time to time by the Council, grant rights to indemnification to employees or agents of the CCC and others to the fullest extent provided under the laws of the state of Oregon as they may be in effect from time to time.

## ARTICLE 6. ARBITRATION

- 6.1 Any dispute regarding the interpretation or application of, or compliance with any provision of this Constitution, the Bylaws, the Articles of Incorporation, and/or Sports Regulations of the CCC will be resolved exclusively by binding arbitration. Any arbitration hereunder shall be conducted under the Rules of the American Arbitration Association as modified herein and shall take place in *Multnomah County, Oregon*.

The arbitration provisions of this Constitution and Bylaws shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations of the other party hereunder for which such party may require provisional relief pending a decision on the merits by the arbitrator, and consent is hereby granted to the exclusive jurisdiction of *Oregon courts* for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could grant in conformity to applicable law.

## ARTICLE 7. AMENDMENTS

- 7.1 **Amendment Procedure.** This Constitution may be amended, upon three weeks written notice to such representative of each member, by a two-thirds (2/3) affirmative vote of the members at any Council of Athletic Director's meeting, subject to final approval by a majority of COP.
- 7.2 **Amendment without Meeting.** If the Chair of the Council of Athletic Directors or the Commissioner deems it necessary, a change in the Constitution may be submitted to the members between meetings. An affirmative vote of two-thirds (2/3) of the Council of Athletic Directors shall be required to approve or adopt such proposals, subject to final approval by a majority of the COP.

## ARTICLE 8. BYLAWS

- 8.1. The Conference may adopt Bylaws that shall be consistent with this Constitution by a majority vote of the Council of Athletic Directors and the subsequent approval of the COP. Should there be any inconsistency between this Constitution and the Bylaws, this Constitution shall prevail.

Appendix A

**Rotation of the Chair of the Council of Athletic Directors:**

The rotation will follow the order listed below. The Chair of the Council of Athletic Directors will serve for two years. If there is a new Athletic Director at a member institution who is next in line for the Chair position, then the decision on the rotation will be returned to the Council of Athletic Directors for determination.

<b>Year</b>	<b>School</b>
2005/2006 – 2006/2007	Warner Pacific College
2007/2008 – 2008/2009	The College of Idaho
2009/2010 – 2010/2011	Concordia University
2011/2012 – 2012/2013	Corban College
2013/2014 – 2014/2015	Eastern Oregon University
2015/2016 – 2016/2017	The Evergreen State College
2017/2018 – 2018/2019	Northwest University
2019/2020 – 2020/2021	Northwest Christian University
2021/2022 – 2022/2023	Oregon Institute of Technology
2023/2024 – 2024/2025	Southern Oregon University

The rotation continues, repeating from the top of the list.

Approved by Council of Presidents, Aug. 23, 2007

Updated June 18, 2008

Updated June 20, 2009

Revised: June 20, 2009

# Cascade Collegiate Conference

## Proposed Amendments to Bylaws:

### ARTICLE 6. ELIGIBILITY AND HARDSHIP

#### Add:

#### Section 6.5. Student-Athlete Transfer Eligibility Exception

- 6.5.1. A student-athlete transferring directly from one Conference institution to another Conference institution shall be ineligible for intercollegiate competition for 365 days after transferring in the sport(s) in which he/she participated at the first institution.
  - 6.5.1.1. In those cases where a student-athlete is attending an institution and the sport in which they participate is discontinued by the institution, this restriction will be waived.
  - 6.5.1.2. If a student has not been certified in any sport at the institution from which they transfer, and they receive a release from the athletic director at that institution, this restriction will be waived.
  - 6.5.1.3. If the student-athlete transfers to another Conference institution and is identified with the second institution as defined by the NAIA (Article V, Section B, 7), but does not participate in any countable intercollegiate contest as defined by NAIA (Article V, Section B, 9 & 12) in the involved sport at the second institution beyond a 14 consecutive calendar day period and returns to the original institution, this restriction will be waived.
- 6.5.2. A student-athlete may receive athletic-related aid at the institution in which he/she is transferring during the first academic year of attendance.
- 6.5.3. A student-athlete may participate in practice sessions at the institution in which he/she is transferring during the first academic year of attendance.

## Cascade Collegiate Conference

### Proposed Amendment to Bylaws

#### ARTICLE 7. RECRUITING

##### Add:

##### Section 7.2. Conference Letter of Intent

- 7.2.1 All member institutions must comply with the requirements outlined in the Letter of Intent.
- 7.2.2 All member institutions must comply with the policies and procedures of the Conference Letter of Intent.
- 7.2.3 Infractions of these policies and procedures or violations of the requirements of the Letter of Intent will be the responsibility of the Council of Athletic Directors Executive Committee.
- 7.2.4 The Letter of Intent is limited to the sports in which are sponsored by the Conference as outlined in the CCC Bylaws (Article 1, Section 1, 2).
- 7.2.5 Institutions may include an addition addendum of university/college specific requirements or financial aid offers. These items are not governed or subject to Conference regulations provided they do not conflict with NAIA or Cascade Collegiate Conference policy or procedure.