



RISE TO *the* HIGHER STANDARD

**BYLAWS
OF
THE COUNCIL ON ACCREDITATION
OF STRENGTH AND CONDITIONING EDUCATION**

**ARTICLE I
OFFICES**

Section 1.1 Business Offices. The principal office of the Corporation shall be located at 1885 Bob Johnson Drive, Colorado Springs, Colorado 80906. The Corporation may have such other offices, either within or outside Colorado, as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.

Section 1.2 Registered Office. The registered office of the Corporation required by the Colorado Revised Nonprofit Corporation Act, as amended or revised (the "Act") to be maintained in Colorado may be, but need not be, the same as the principal office of the Corporation, and the address of the registered office may be changed from time to time by the Board of Directors or by the officers of the Corporation.

**ARTICLE II
MEMBER**

Section 2.1 Member. The sole member of the Corporation shall be the National Strength and Conditioning Association, a Colorado nonprofit corporation ("NSCA"), which shall have voting rights and any other legal rights or privileges in connection with the governance of the affairs of the Corporation as prescribed or allowed by the Corporation's Articles of Incorporation, these Bylaws, or by provisions of applicable law.

Section 2.2 Meetings.

(a) Annual Meeting. An annual meeting of the member shall be held at a time, date, and place designated by NSCA, for the purpose of electing directors and to consider such other business as may come before the meeting. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Corporation.

(b) Other Meetings. Other meetings of the member may also be held from time to time as NSCA or the Board of Directors of the Corporation may determine necessary and appropriate.



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**ARTICLE III
BOARD OF DIRECTORS**

Section 3.1 General Powers, Duties and Qualifications. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in the Act, the Articles of Incorporation, or these Bylaws. Duties of the Board shall include strategic planning, approval of standards prior to implementation as well as amendments and changes after initial implementation, all accreditation actions, and approval of policies and procedures for accreditation. Directors must be individual persons but need not be residents of Colorado.

Section 3.2 Number, Election and Term of Directors.

(a) Number and Qualifications of Directors. The number of voting directors of the Corporation shall be nine (9), consisting of the following positions filled by persons with the respective qualifications identified below:

- (i) Three (3) Educators in strength and conditioning programs.
 - a. Must be a current member of the NSCA.
 - b. Must hold an active NSCA CSCS certification.
 - c. Experience with higher education accreditation (programmatic or regional).
 - d. Preferred qualifications to be considered:
 - i. Service on an accreditation board of a profession other than the strength and conditioning profession.
 - ii. Active involvement in programmatic accreditation in a profession other than the strength and conditioning profession.

- (ii) Two (2) Practitioners.
 - a. At least one (1) must be a strength and conditioning coach.
 - b. Must be a current NSCA member.
 - c. Must hold an active NSCA CSCS certification.
 - d. Primary role must be as a practitioner in the strength and conditioning field.
 - e. Preferred qualifications to be considered:
 - i. An employer of current NSCA CSCS credential holders.
 - ii. Experience with higher education, accreditation, or other related activities.



- (iii) One (1) Public Member.
 - a. Cannot hold a current active NSCA credential.
 - b. This person is to represent the public and, therefore, may not be formally associated with a particular strength and conditioning education program or the NSCA.
- (iv) One (1) Administrator.
 - a. Dean, chair, or administrative equivalent - Administrator over unit in which a strength and conditioning program is housed.
 - b. Experience with higher education accreditation (programmatic or regional).
 - c. May not be a program director of a strength and conditioning program.
- (v) One (1) NSCA Affiliate Representative.
 - a. Must be a current member of a NSCA Affiliate.
 - b. Must hold an active NSCA CSCS certification.
- (vi) One (1) NSCA Board-Appointed Representative.
 - a. May, but does not need to be, a member of the NSCA Board of Directors.

(b) Election of Directors. The initial Board of Directors will be selected by the NSCA Special Committee for Accreditation, with the concurrence of the NSCA Board of Directors. Subsequent Directors will be selected through nomination to and election by the Corporation's Board of Directors, with the exception of the NSCA Board-appointed Director.

(c) Term of Directors. Voting Directors shall serve a term of three (3) years. No voting director may be elected to serve more than two (2) full consecutive terms; provided, however, that service by a director for a partial term will not count for purposes of the limitation of two (2) full terms of service as a director. Staggering of the appointments may be used for continuity of the board.

Section 3.3 Resignation. A director may resign by giving written notice of resignation to the Chair of the Board. The resignation is effective when the notice is received, unless the notice specifies a later effective date.

Section 3.4 Removal. A director may be removed with or without cause by a two-thirds vote of the Corporation's Board of Directors (without counting the vote of the director whose position as a director is in question), with the exception of the NSCA Board-appointed director who may only be removed by the NSCA Board.

Section 3.5 Vacancies. With the exception of the NSCA Board-appointed director, any vacancy on the Board will be announced to the programs, and nomination and election of a director to fill a vacancy will be by the Corporation's Board of Directors. A vacancy in the NSCA Board-appointed director position will be filled by the NSCA Board. A director elected to fill a vacancy will serve for the unexpired term of such director's predecessor in office.



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Section 3.6 Regular Meetings. The Board shall hold an annual meeting at a time, date, and place designated by the Chair of the Corporation or by resolution of the Board of Directors.

Section 3.7 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any two (2) directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the board called by them.

Section 3.8 Notice of Meetings.

(a) Giving of Notice. Notice stating the place, date, and hour of a meeting of the directors shall be given to the directors by electronic mail and such notice is effective when the transmission is complete. In addition, notice of meetings in which accreditation decisions are to be made will be posted on the Corporation's website. Notice of a meeting need not include a description of the purpose or purposes, except the purpose or purposes shall be stated with respect to: (i) a meeting in which accreditation decisions are to be made, (ii) an amendment to the Corporation's Articles of Incorporation or these Bylaws; (iii) merger; (iv) a sale, lease, exchange, or other than in the usual and regular course of business, of all or substantially all of the property of the Corporation; or (v) proposed dissolution of the Corporation; and (vi) any other purpose for which a statement of purpose is required by the applicable law.

(b) Waiver of Notice. A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this section, the waiver shall be in writing and signed by the director entitled to the notice. Such waiver shall be delivered to the Corporation for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A director's attendance at or participation in a meeting waives any required notice to that director of the meeting unless (i) at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting or (ii) if special notice was required of a particular purpose pursuant to section 7-128-203(2) of the Act, the director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Section 3.9 Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless the vote of a greater number is required by the Articles of Incorporation, these Bylaws, or by law. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No director may vote or act by proxy at any meeting of directors.

Section 3.10 Meetings by Telecommunication. Members of the Board of Directors or any committee thereof may participate in a meeting of the board or committee by means of communications by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.11 Presumption of Assent. A director who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (i) the director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (ii) the director contemporaneously requests that the director's dissent or abstention as to any specific action taken be entered in the minutes; or (iii) the director causes written notice of the director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment or by the Corporation promptly after adjournment. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 3.12 Action without a Meeting.

(a) Director Action. Any action required or permitted by Articles 121 to 137 of the Act to be taken at a Board of Directors' meeting may be taken without a meeting, including through use of electronic mail, if notice is transmitted in writing to each member of the Board of Directors and each member of the Board of Directors by the time stated in the notice: (i) votes in writing for such action; or (ii) votes in writing against such action, abstains in writing from voting, or fails to respond or vote, and fails to demand in writing that action not be taken without a meeting.

(b) Notice. The notice required by Section 3.12(a) shall state: (i) the action to be taken; (ii) the time by which a director must respond; (iii) that failure to respond by the time stated in the notice will have the same effect as: (A) abstaining in writing by the time stated in the notice, and (B) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (iv) any other matters the Corporation determines to include.

(c) Votes. Action is taken under this Section 3.12 only if, at the end of the time stated in the notice transmitted pursuant to Section 3.12(a): (i) the affirmative votes in writing for such action received by the Corporation and not revoked pursuant to Section 3.12(e) equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the directors then in office were present and voted; and (ii) the Corporation has not received a written demand by a director that such action not be taken without a meeting other than a demand that has been revoked pursuant to Section 3.12(e).

(d) Waiver. A director's right to demand that action not be taken without a meeting shall be deemed to have been waived unless the Corporation receives such demand from the director in writing by the time stated in the notice transmitted pursuant to Section 3.12(a) and such demand has not been revoked pursuant to Section 3.12(e).



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(e) Revocation of Writing. Any director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Section 3.12 may revoke such vote, abstention, or demand in writing received by the Corporation by the time stated in the notice transmitted pursuant to Section 3.12(a).

(f) Effective Date of Action Taken. Unless the notice transmitted pursuant to Section 3.12(a) states a different effective date, action taken pursuant to this Section 3.12 shall be effective at the end of the time stated in the notice transmitted pursuant to Section 3.12(a).

(g) Written Description of Action Taken. A writing by a director under this Section 3.12 shall be in a form sufficient to inform the Corporation of the identity of the director, the vote, abstention, demand, or revocation of the director, and the proposed action to which such vote, abstention, demand, or revocation relates. All communications under this Section 3.12 may be transmitted or received by the Corporation by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this Section 3.12, communications to the Corporation are not effective until received.

(h) Effect of Action Taken. Action taken pursuant to this Section 3.12 has the same effect as action taken at a meeting of directors and may be described as such in any document.

(i) Signed Written Instruments. All writings made pursuant to this Section 3.12 shall be filed with the minutes of the meetings of the Board of Directors.

(j) Consent to Action. Notwithstanding the foregoing, the Board of Directors may also take action without a meeting by unanimous written consent.

Section 3.13 Compensation. Directors shall not receive compensation for their services as such, although the reasonable travel expenses of directors for attendance at Board meetings may be paid or reimbursed by the Corporation. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

Section 3.14 Committees.

(a) General. The Board of Directors may, by a majority of the directors then in office, designate from among its voting members one or more committees, each of which, to the extent provided in the resolution establishing a committee, shall have and may exercise all of the authority of the Board of Directors, except that any such committee shall not have any authority to (i) authorize distributions; (ii) elect, appoint, or remove any director; (iii) amend the Articles of Incorporation; (iv) adopt, amend, or repeal the Bylaws; (v) approve a plan of merger or plan of conversion; (vi) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the Corporation's property; (vii) approve a dissolution of the Corporation; or (viii) approve or propose to the member any other action that requires approval by the member. The Board of Directors may also establish committees which include persons who are not

directors. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any member of the board from any responsibility imposed by law. Rules governing meetings of any committee shall be as established by the Board of Directors, or in the absence thereof, by the committee itself.

(b) Standing Committees. In addition to any committees that the Board of Directors may establish under the provisions of Section 3.14(a), the Corporation shall have the following standing committees with the responsibilities described below and any other such duties and responsibilities as prescribed by the Board of Directors:

- (i) Standards Committee.
 - a. The responsibilities of this committee will include reviewing suggestions regarding the standards and making recommendations to the Board for possible changes and periodic comprehensive review of the standards.
 - b. The Standards Committee members will be appointed by the Chair with approval of the Board. Membership on this committee may include persons outside of the Board.
 - c. Terms of service will be three (3) years, renewable for one (1) additional term. Staggering of appointments may be used for continuity of membership of the committee.
- (ii) Review Committee.
 - a. The responsibilities of this committee will be to review the self-study reports, create standardized language for the report sent back to the programs and review the program response. This committee will make accreditation recommendations to the Board following review of the program response.
 - b. The Review Committee members will be appointed by the Chair with approval of the Board. Membership on this committee may include persons outside of the Board.
 - c. Terms of service will be three (3) years, renewable for one (1) additional term. Staggering of appointments may be used for continuity of membership of the committee.
- (iii) Finance Committee.
 - a. The responsibilities of this committee will be to review the annual budget and associated financial reports of the Corporation, review and recommend investments and approve capital expenditures.



- b. The Finance Committee will be appointed by the Chair with approval of the Board. Membership on this committee may include persons outside the Board, but the Treasurer of the Corporation will be a member of the Finance Committee and will service as the chair of this committee.
- c. Terms of service will be three (3) years, renewable for one (1) additional term. Staggering of appointments may be used for continuity of membership of the committee.

Section 3.15 Standard of Conduct for Directors and Officers.

(a) General. Each director and officer shall perform their duties as a director or officer, including without limitation their duties as a member of any committee of the board, (i) in good faith; (ii) in a manner the director or officer reasonably believes to be in the best interests of the Corporation; and (iii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

(b) Reliance on Certain Information and Other Matters. In the performance of their duties, a director or officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a director or officer shall not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. The designated persons on whom a director or officer are entitled to rely are: (i) one or more officers or employees of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (iii) a committee of the Board of Directors on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

(c) Limitation on Liability. A director or officer shall not be liable to the Corporation or its member for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs their duties in compliance with this Section.

Section 3.16 Conflicting Interest Transactions.

(a) Definition. As used in this Section 3.16(a): (i) "conflicting interest transactions" means a contract, transaction, or other financial relationship between the Corporation and a director of the Corporation, or between the Corporation and a party related to a director, or between the Corporation and an entity in which a director of the Corporation is a director or officer or has a financial interest; and (ii) a "party related to a director" means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate, or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

(b) Procedure; Action; Disclosure. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Corporation, solely because the conflicting interest transaction involves a director of the Corporation or a party related to a director or an entity in which a director of the Corporation is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the Corporation's Board of Directors or of a committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if: (i) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (ii) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or (iii) the conflicting interest transaction is fair as to the Corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

(c) Loans. No loans shall be made by the Corporation to its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until the repayment thereof.

(d) Additional Provisions. In addition to the foregoing:

(i) The NSCA conflict of interest provisions will also be adopted by as applicable to Directors of the Corporation.

(ii) Directors of the Corporation must recuse themselves from any accrediting discussions and vote concerning institutions with which they are associated.



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ARTICLE IV OFFICERS AND AGENTS

Section 4.1 Number and Qualifications. The elected officers of the Corporation shall be a Chair, a Vice-Chair, a Secretary/Treasurer. The Board of Directors may also appoint such other officers, assistant officers, and agents as it may consider necessary and appropriate to assist and facilitate the Corporation in carrying out its purposes and activities, including compensation of such agents as the Board of Directors deems to be reasonable and appropriate. Any Board member is eligible to be elected as an officer. All officers must be at least eighteen (18) years old. No one person may simultaneously hold more than one office.

Section 4.2 Election and Term of Office. The elected officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting, to hold office for up to a (maximum) of three (3) years. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Each officer shall hold office until the officer's successor shall have been duly elected and shall have qualified, or until the officer's earlier death, resignation or removal.

Section 4.3 Compensation. The officers shall not receive compensation for their service as such, although reasonable expenses incurred in fulfilling their duties as officers may be paid or reimbursed by the Corporation. Officers shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

Section 4.4 Resignation. An officer may resign at any time by giving written notice of resignation to the Chair of the Corporation. The resignation is effective when the notice is received, unless the notice specifies a later effective date.

Section 4.5 Removal. Any officer may be removed with or without cause by a two-thirds (2/3) vote of the Board of Directors (without counting the vote of the director whose position as an officer is in question, if that is the case) whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent of the Corporation shall not in itself create contract rights.

Section 4.6 Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.7 Authority and Duties of Officers. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the chair, the Board of Directors or these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.



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(a) Chair. The chair shall, subject to the direction and supervision of the Board of Directors, (i) preside at all Board functions; (ii) request nominations for committee positions and recommend for approval by a majority vote of the Board; (iii) the Chair or his/her designee, serve as an official spokesperson of the CASCE; (iv) be responsible for the performance evaluation of the Executive Director. The Executive Director's performance evaluations shall include input from the members of the Board of Directors and the CASCE staff. The Chair will apprise the members of the Board of Directors of the performance evaluation.

(b) Vice-Chair. The vice-chair shall assist the chair and shall perform such duties as may be assigned to him or her by the chair or by the Board of Directors. The vice-chair shall, at the request of the chair, or in the chair's absence or inability or refusal to act, perform the duties of the chair and when so acting shall have all the powers of and be subject to all the restrictions on the chair.

(c) Secretary/Treasurer. The Secretary/Treasurer shall (i) ensure all meetings of the Board of Directors are properly recorded; (ii) ensure proper collection and accounting for CASCE funds; (iii) ensure proper banking transactions for the CASCE are performed; (iv) has responsibility for reporting at the Board meetings on the financial status of the CASCE (v) any other duties as the Board may direct from time to time.

Section 4.8 Executive Director. The Executive Director shall, (a) subject to the direction and supervision of the Board of Directors, be responsible for the administration of all policies and procedures, general and active control of its affairs and business, and general supervision of its employees; (b) be designated as an authorized representative of the CASCE for the purpose of negotiating and executing contracts, legal documents, and necessary business matters; and (c) be a salaried position. The Board of Directors shall hire the Executive Director upon acceptance by a majority vote of the entire board. The Chair shall provide a complete job description for the Executive Director, which may be altered as needed, and is incorporated by reference herein.

ARTICLE V LIMITATION ON LIABILITY TO THIRD PARTIES

The member, directors, officers, and employees of the Corporation are not, as such, liable for the acts, debts, liabilities, or obligations of the Corporation.

ARTICLE VI INDEMNIFICATION

Section 6.1 Definitions. For purposes of this Article VI, the following terms shall have the meanings set forth below:

(a) "Corporation" means the Corporation and, in addition to the resulting or surviving Corporation, any domestic or foreign predecessor entity of the Corporation in a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of the transaction.



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(b) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(c) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan), or expense incurred with respect to a proceeding.

(d) "Official capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment relationship undertaken by the employee on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic Corporation or for any partnership, joint venture, trust, other enterprise, or employee benefit plan when acting directly on behalf of such other Corporation, partnership, joint venture, trust, enterprise, or plan as a director, officer, employee, fiduciary, or agent thereof.

(e) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer, or employee of the Corporation, and any person who, while a director, officer, or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic Corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.

(f) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitative, or investigative (including an action by the Corporation) and whether formal or informal.

Section 6.2 Right to Indemnification.

(a) Standards of Conduct. Except as provided in Section 6.2(d) below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (i) such party conducted himself or herself in good faith; (ii) such party reasonably believed (A) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or (B) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Section 6.2(a) (ii) (A), even if such party is sued solely in a capacity other than as such director.



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(b) Employee Benefit Plans. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 6.2(a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2(a)(i).

(c) Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2(a).

(d) Indemnification Prohibited. Except as hereinafter set forth in this Section 6.2(d), the Corporation may not indemnify a party under this Section 6.2 either: (i) in connection with a proceeding by the Corporation by or in the right of the Corporation in which the party was adjudged liable to the Corporation; or (ii) in connection with any other proceeding charging that the party derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the party was adjudged liable on the basis that the party derived an improper personal benefit. Notwithstanding the foregoing, the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this Section 6.2(d) or whether or not the party met the applicable standard of conduct set forth in Section 6.2(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Act.

(e) Claims by Corporation. Indemnification permitted under this Section 6.2 in connection with a proceeding by the Corporation shall be limited to expenses incurred in connection with the proceeding.

(f) Combined Proceedings. If any claim made by the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

Section 6.3 Prior Authorization Required. Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation, and authorization shall be made by the Board of Directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.



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Section 6.4 Success on Merits or Otherwise. Notwithstanding any other provision of this Article VI, the Corporation shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

Section 6.5 Advancement of Expenses. The Corporation shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2(a)(i); (b) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 6.6 Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety (90) days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

Section 6.7 Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of any other foreign or domestic Corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 6.8 Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements



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and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated, or threatened against the party to be indemnified; and (c) that in the event of any payment, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified party, who shall execute all papers and do everything that may be necessary to assure such rights of subrogation to the Corporation.

Section 6.9 Other Rights and Remedies. Except as limited by law, the indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Board of Directors, agreement, or otherwise.

Section 6.10 Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer, or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary, or agent of any other domestic or foreign Corporation, or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict, or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

Section 6.11 Indemnification of Agents. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

Section 6.12 Savings Clause; Limitation. If this Article or any Section or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under section 4941 of the Internal Revenue Code.



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ARTICLE VII MISCELLANEOUS

Section 7.1 Records. The Corporation shall keep as permanent records minutes of all meetings of its member and Board of Directors, a record of all actions taken by the member or Board of Directors without a meeting, and of actions taken by a committee in place of the Board of Directors, if any, and a record of all waivers of notices of meetings of the Board of Directors or any committee, if any. The Corporation shall also maintain the following records: (i) appropriate accounting records; (ii) its Articles of Incorporation and Bylaws; (iii) a list of the names and business or home addresses of its current directors and officers; (iv) a copy of its most recent corporate report delivered to the Secretary of State; (v) minutes of all member meetings and records of all action taken by the member without a meeting for the past three (3) years; (vi) all written communications within the past three (3) years to the member; and (vii) all financial statements prepared for periods during the last three (3) years that the member of the Corporation could have requested under Colorado law.

Section 7.2 Financial Statements. Upon the written request of the Member, the Corporation shall provide to the Member its most recent annual financial statements, if any, and its most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and results of its operations.

Section 7.3 Conveyances and Encumbrances. Property of the Corporation may be assigned, conveyed, or encumbered by such officers of the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance, and encumbrance; however, the sale, exchange, lease, or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized and approved by the member only in the manner prescribed in the Articles of Incorporation.

Section 7.4 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 7.5 References to Internal Revenue Code. All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 7.6 Roberts Rules of Order. Meetings of the Corporation shall be conducted in accordance with Roberts Rules of Order, Newly Revised, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

Section 7.7 Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.



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ARTICLE VIII DISSOLUTION

By a two-thirds (2/3rds) vote, the Corporation's Board of Directors shall have the power to dissolve the Corporation, subject to approval of the NSCA Board of Directors. Notwithstanding the foregoing, NSCA, as the member of the Corporation, acting through the NSCA Board of Directors, may approve the dissolution of the Corporation without first receiving a proposal for such action from the directors of the Corporation.

ARTICLE IX AMENDMENTS

By a two-thirds (2/3) vote, the Corporation's Board of Directors shall have the power to alter, amend or repeal these Bylaws from time to time and to adopt new Bylaws, subject to approval of the NSCA Board of Directors. Notwithstanding the foregoing, these Bylaws may be amended, restated, altered, or repealed by NSCA, as the member of the Corporation, acting through its Board of Directors, upon the initiative of the Board of Directors.

(END)




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**THE COUNCIL ON ACCREDITATION
OF STRENGTH AND CONDITIONING EDUCATION**

BYLAWS CERTIFICATE

The undersigned certifies that he or she is the Secretary of The Council on Accreditation of Strength and Conditioning, a Colorado nonprofit corporation, and that, as such, he or she is authorized to execute this certificate on behalf of said Corporation and the foregoing is a complete and correct copy of the presently effective Bylaws of the Corporation.

Dated as of the 7th day of April, 2021.

DocuSigned by:

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Nicholas Hanson, Secretary