

ARTICLE I: ORGANIZATION

1.0 GENERAL PROVISIONS

1.01 Name. The name of this organization is The Georgia Association of The American Institute of Architects, Inc. and hereafter referred to as this Association. Except for reports to governmental and other instances requiring official identification, the commonly used name for the association shall be AIA Georgia.

1.011 Related Organizations. In these bylaws the governing board of this Association, the Board of Directors, is referred to as the Board. The American Institute of Architects is referred to as the AIA, and the Board of Directors of the AIA as the AIA Board. The State Council will be referred to as the Council.

1.02 Objects. The objects of this Association shall be to promote and forward the objects of The American Institute of Architects within the assigned territory of this Association.

1.03 Domain. The domain of this Association shall be that territory described in its charter as the State of Georgia.

1.04 Organization. This Association is a non-profit membership corporation incorporated in the State of Georgia under the name of The Georgia Association of The American Institute of Architects, Inc, on January 1, 1969. Originally formed in 1906 as The AIA Georgia Chapter, the Association was chartered under the name of The Georgia Council of The American Institute of Architects on April 20, 1963 and then amended to be named The Georgia Association of the American Institute of Architects Inc. on January 1, 1969.

1.05 Authority. This Association shall represent and act on state matters for the AIA membership within the territory assigned to it under a charter issued by the AIA Board. The AIA and this Association may act as agent, one for the other, or through a delegated third party, for the purpose of collecting and forwarding dues, acting as custodian of funds, or otherwise; provided that the AIA and this Association execute a written agreement to that effect.

1.06 Conformity with AIA Policy. No act of this Association shall directly or indirectly nullify or contravene any act or policy of the AIA. This Association shall cooperate with its State Council to further the interests of the membership and by agreement with these organizations may represent and act for them within the territory of this Association.

1.1 AFFILIATIONS WITH OTHER ORGANIZATIONS

1.11 Purpose of Affiliations. This Association may affiliate with any local organization of the construction industry operating within the territory of this Association, provided, however, that the objects of this Association will be promoted by such affiliation.

1.12 Agreements of Affiliation. Every affiliation must be authorized by the Board and shall be evidenced by a written agreement signed by the President, the Executive Director, and the affiliated organization.

1.121 Statement of Purpose. Every agreement of affiliation shall state the purposes and objects of the affiliation, the terms and conditions under which it is entered into, and the duration.

1.122 Limitations. No affiliated organization shall have any voice in the affairs of this Association nor shall it bind or obligate this Association to any policy or activity unless the Board has voted to be so bound or obligated.

1.123 Termination. Any affiliation may be terminated by majority vote of the Board upon such notice to the affiliated organization as may be required in the agreement of affiliation.

1.13 Privileges of Affiliated Organizations. The representatives of an affiliated or collaborating organization may attend any of the regular meetings of this Association, and may speak at the invitation of the presiding officer.

1.2 ENDORSEMENTS

Neither this Association, nor any of its officers, directors, committee members or employees, in an official capacity as such, shall approve, sponsor or endorse, either directly or indirectly, (any public or private enterprise operated for profit, or) any material of construction or any method or manner of handling, using, distributing or dealing in any material or product.

ARTICLE 2: MEMBERSHIP

2.0 GENERAL PROVISIONS

2.01 Categories of Membership. The membership of this Association shall consist of:

- a) the Architect and Associate members of the AIA who have been assigned to the Association or who have been admitted under Section 2.04 in this Association, and
- b) the Emeritus members the Association may admit as provided in Paragraph 2.15, and
- c) the allied members the Association may admit as provided in Paragraph 2.25.

2.02 Definitions. In these bylaws, Architect and Associate members who have been assigned to this Association by the AIA are referred to as "assigned members." The term "allied" shall refer to allied members. The term "member," if not otherwise qualified, shall refer to all persons in all categories of membership in this Association.

2.03 Qualifications. This Association shall not establish qualifications in addition to, or which vary from, the AIA's policies for membership.

2.04 Enrollment of Members. Every member assigned to or admitted by this Association shall be duly notified to that effect by this Association, and shall be enrolled by the Secretary as a member of this Association.

2.05 Annual Dues and Assessments. Every member of this Association shall pay the fixed annual dues and assessments of this Association as determined in Article 3.

2.06 Resignations. Any member may resign from this Association by presenting a written resignation to the Secretary. The resignation of an assigned member, if the Secretary finds the member eligible to resign, shall be forwarded to the AIA and will be effective upon its receipt by the AIA. Other resignations shall be effective as of the date the letter of resignation was received by the Secretary.

2.07 Good Standing Defined. A member is not in good standing in this Association if and while in default of dues or other obligations to either this Association or the AIA.

2.08 Loss or Suspension of Interests, Rights and Privileges. A member who resigns, or is suspended or terminated by the AIA loses all rights in this Association and the AIA, including any right to use the Association's or AIA's name, initials, symbol, or seal, until the member is reinstated in good standing. Resignation, suspension or termination of membership does not relieve the individual of the obligation to pay any indebtedness owed to the Association.

2.1 ASSIGNED MEMBERS

2.11 General. The qualifications, rights and privileges of assigned Architect and Associate members shall be as provided in the AIA Bylaws.

2.12 Action on Applications. Whenever an application for membership in the AIA and assignment to the Association is filed with this Association, the Executive Director shall promptly complete the application and forward it to the AIA. Where the applicant is ineligible under AIA Bylaws, the Association will send a recommendation to the AIA Secretary to deny the application.

2.13 Admission Fees Prohibited. An assigned member shall not pay any admission or initiation fee for membership in this Association.

2.14 Termination. Assigned membership in this Association is terminated by the death of the member, resignation or termination of membership in the AIA, or reassignment of the member to another chapter.

2.15 Emeritus Members. A member who is granted Emeritus status in accordance with the AIA Bylaws shall automatically become an Emeritus member of this Association. All rights, interest, privileges, titles, liabilities and obligations of such members, other than the payment of regular and supplemental dues, shall remain unchanged.

2.2 ALLIED MEMBERS

2.21 Admission. Every application for admission to allied membership in this Association shall be

promptly acted upon by the Executive Director, subject to approval by the Executive Committee.

2.22 Termination. Allied membership is terminated by the death or resignation of the member and by the admission or eligibility to be admitted as an assigned member. The Board may terminate the membership of an allied member for indebtedness as provided in section 3.32 or, by two-thirds vote, for conduct detrimental to the interests of the Association.

2.23 Rights and Privileges of Allied Members. Allied members shall have the rights and privileges specified in the AIA Bylaws. Allied members in good standing:

- 1) May serve as a member of any committee of this Association that does not perform any duty of the Board;
- 2) May attend and speak but may not make motions or vote at any meeting of this Association;
- 3) Shall not be eligible to serve as an officer or director of this Association;
- 4) May not in any way use the name, initials, seal, symbol or insignia of this Association or of the AIA, provided, however, that they may use the phrase "Allied Member of the Georgia Association of The American Institute of Architects" to describe themselves.

2.24 Allied Members. Individuals not otherwise eligible for membership in the AIA or the Association may become Allied members if they have established professional reputations and are registered to practice their professions where such requirements exist, or are employed outside of architectural practice but are involved in positions allied to the field of architecture. Allied members may include engineers, planners, landscape architects, sculptors, muralists, artists, and others in government, education, journalism, manufacturing, industry and/or other fields allied to architecture who the Association believes will provide a meaningful contribution by reason of their employment or occupation.

2.3 HONORARY MEMBERS

2.31 Qualifications. A person of esteemed character who is otherwise ineligible for membership in the AIA or this Association but who has rendered distinguished service to the profession of architecture, or to the arts and sciences allied therewith within the territory of this Association, may be admitted as an Honorary Member of this Association.

2.32 Nomination and Admission. A person eligible for Honorary Membership may be nominated by any member of the Board. The nomination must be in writing over the signature of the nominator and include the name of the nominee, biography, a history of attainments, qualifications for the honor and the reasons for the nomination. The Board, at any regular meeting, may admit a nominee as an Honorary Member.

2.33 Rights and Privileges. In addition to the rights and privileges set forth in paragraph 2.24 above, Honorary Members of this Association may use the title "Honorary Member of the Georgia Association of The American Institute of Architects," and shall not pay any admission fee or annual dues nor be subject to any assessment.

ARTICLE 3: DUES, FEES AND ASSESSMENTS

3.0 ANNUAL DUES

3.01 Obligation to Pay Dues. All members except Emeritus members and Honorary Members shall pay annual dues on or before the date set each year by the AIA.

3.02 Amount of Annual Dues. The Board will fix the amount of the annual dues to be paid for the next fiscal year at the time required by the AIA, for each category of member. If the Board is seeking an adjustment of more than five percent (5%) (an increase or decrease) from the previous year's dues level, it must call a Membership Meeting, as defined in Section 5.01. If the Board recommends a dues level adjustment of less than or equal to five percent (5%) from the previous year's dues level, the Board shall communicate to the AIA this level without the necessity of calling a meeting of the members.

3.03 Dues upon Admission. A newly admitted assigned or allied member shall pay full annual dues, except that those admitted during a month of the year stated by AIA Policy to pay reduced dues.

3.04 Dues for Nonresident Members. Nonresident members shall pay full annual dues.

3.05 General Waiver of Annual Dues and Admission Fees. This Association, by the concurring vote of not less than two-thirds of the total number of assigned members present at a meeting where a quorum exists, may waive for any fiscal year any part or all of the annual dues required to be paid by any membership class.

3.06 Hardship Dues Reduction. The Executive Committee (upon recommendation from a Chapter) may, in exceptional circumstances, waive all or any part of the annual dues of any member. After consultation with the AIA Secretary and other affected components, the Board may, in exceptional circumstances, waive all or any part of the dues or fees owed by a member to the AIA and other assigned components, provided that such waiver is in equal proportions across all levels of membership.

3.07 Exemptions. Emeritus members and Honorary members shall pay no dues or assessments to the Association. Emeritus members and Honorary members who wish to receive mailings from the Association shall pay a fee in an amount determined by the Board pursuant to section 3.02.

3.1 ASSESSMENTS

3.11 Authority. This Association, by the concurring vote of a majority of Architect and Associate members present at a meeting, may levy an assessment on its Architect and Associate members, and by the concurring vote of a majority of its assigned members may levy an assessment on its Allied members.

3.12 Notice of Assessment. Notice of the intention to levy an assessment stating the amount, the reasons for the assessment, and when it shall be payable, shall be mailed to every member not less than 30 days prior to the meeting of this Association at which the proposed assessment is to be voted on.

3.2 DEFAULT OF ANNUAL DUES AND ASSESSMENTS

3.21 Annual Dues. Every member who has not paid the entire amount of required annual dues for the then current fiscal year when due shall be in default for the unpaid amount.

3.22 Assessments. Every member who has not paid the entire amount of an assessment on or before the date fixed for payment shall be in default for the unpaid amount.

3.23 Notice of Default to Member. Every member who is in default to this Association shall be given 30 days notice in writing of impending termination because of said default.

3.3 TERMINATION OR SUSPENSION FOR DEFAULT OF DUES OR ASSESSMENTS

3.31 Assigned Members. At appropriate intervals, the Secretary of this Association shall send to the AIA Secretary a list of all assigned members in default to this Association with the amount of such default and request termination of those memberships. When any such default is cured, the Secretary shall immediately notify the AIA Secretary.

3.32 Allied Members. If an allied member is in default to this Association for nonpayment of dues and assessments, such membership shall be suspended or terminated, provided that in all cases such member shall have been given a written notice of impending suspension or termination at least 30 days prior to the effective date of such action, during which period the member shall remain in good standing and such default may be cured.

ARTICLE 4: ASSOCIATION RELATIONSHIP TO OTHER ORGANIZATIONS

4.0 DELEGATES AND REPRESENTATIVES

4.01 Delegates to AIA Meetings. The delegates representing the Association at the AIA Annual Meeting shall be the President or a member of the Executive Committee designated by that body. The Executive Committee shall select the delegates to represent the assigned membership at other meetings of the AIA from among the assigned members of the Association in the number prescribed in the AIA Bylaws as follows:

4.011 Delegate Selection Procedure. If this Association neglects, fails or refuses to select all its delegates, or should any appointed delegates fail to be accredited, then the President or a designated representative may appoint delegates to represent this Association or execute a proxy as provided in the AIA Bylaws.

4.02 Nomination and Election of Representatives. When in alignment with the National structure of the AIA, this Association shall nominate and elect the appropriate State Organization Representatives for this Association consistent with the Association's bylaws. Such election shall be conducted electronically among the Association's members in good standing, following rules regarding proper notice for such nomination and election, and in a method certified by the Association's Secretary. Elections for State Organization Representatives shall require the elected candidate to achieve a majority of the votes cast, as defined in section 5.21.

4.021 Association Status of AIA Representatives. Any Statewide Organization Representatives who may be elected by this Association shall not be considered an Officer of the Association, or a member of the Association's Board of Directors.

4.1 COOPERATIVE AGREEMENTS

4.11 Association Partnerships with Other Entities The Association may enter into agreements with other AIA state or local chapters and sections for cooperative purposes, provided these arrangements are supported by signed memorandums of understanding to the roles of each party involved.

4.2 STATE COUNCIL

4.21 Membership. The Council shall be comprised of the Executive Committee of AIA Georgia the President and President-elect of each local Chapter and Section contained within the territory of the Association, and the Statewide Organization Representatives (as determined by the AIA). At the discretion of the AIA Georgia Executive Committee, it may invite other architecture-focused organizational leaders to participate in the State Council process as ex-officio members.

4.22 Meetings.

4.221 Meeting Schedule. The Council shall be required to hold two (2) meetings each year at such times and places as shall be fixed by the Board. One (1) regular meeting shall be held concurrently with a Membership Meeting, if such is held in-person.

4.222 Special Meetings. A Special Meeting of the Council may be called by the President or by written request by any three members of the State Council.

4.3 SECTIONS

4.31 Establishment of Sections. This Association may establish Sections with the approval of the AIA Secretary.

4.311 Procedure. Members in a geographic area within the territory of the Association may petition the Board of Directors to form a Section.

4.32 Section Membership Mandatory. Notwithstanding any other provisions hereof, Sections may request required membership as provided in the AIA Bylaws. Such sections must satisfy Core Member Services, as provided in the AIA Bylaws.

4.33 Section Dues and Assessments. Sections may levy dues and assessments on members of the Section, but Section members may not be required to pay them except to the extent provided in the AIA Bylaws.

ARTICLE 5: ASSOCIATION MEETINGS

5.0 MEETINGS OF THE ASSOCIATION MEMBERSHIP

5.01 Required Meetings. This Association shall hold a meeting between between July 1 and December 31 of each year, held at the time and place fixed by the Board, for the purpose of electing the officers, directors, and representatives to the Statewide Organization to succeed those whose terms are about to expire; for receiving the annual reports of the Board and the Treasurer; and for the transaction of such other business as may be appropriate. At its discretion, the Board may choose to hold elections for officers, directors, and Statewide Organization Representatives through electronic voting, without holding a physical meeting. However, this Association may hold an Annual Meeting for other business, even if elections are held electronically, in either a physical location or virtually. Additionally, should this Association need to call a meeting due to the requirements of Article 3.02, it shall do so no less than 30 days prior to the AIA requirement for the next year's member dues information.

5.02 Special Meetings. A special meeting of this Association may be called by the President or the

Board or shall be called by the President at the written request of not less than ten percent of the total numbers of this Association's members in good standing; provided however, the agenda for any such special meeting shall be limited by the call of the President or the vote of the members of the Association in good standing as set forth in this paragraph. No other business than that specified in the notice of the special meeting shall be transacted, and all rules and procedures at the meeting shall be the same as those for an annual business meeting.

5.1 NOTICE, QUORUM, MINUTES FOR ASSOCIATION MEETINGS

5.11 Notice of Association Meetings. A notice of each meeting of this Association, stating the date, time and place where the meeting will be held, shall be sent by mail or electronically to each member entitled to vote at the meeting, and posted on the Association's website. Notice shall be given not less than thirty days before the date fixed for the meeting, except in the case of Special Meetings, wherein it shall be sent to members through electronic means not less than 10 days before the date fixed for the meeting.

5.12 Quorum at Meetings. At any meeting of this Association, at least one member from a majority of the Chapters comprising the Association plus one member from the Board shall constitute a quorum for the transaction of any business. If a quorum is initially had and then lost, the Association shall lose its ability to conduct business when the quorum is lost. The members present may adjourn the meeting despite the absence of a quorum.

5.13 Minutes of Meetings. Written minutes of every meeting of this Association, recording the matters considered at the meeting and the actions taken, shall be kept by the Secretary, or his/her designee if unable to attend. The minutes of each meeting shall be signed by the Secretary after they are approved at a subsequent meeting of the Association and thereafter filed in the Association's records.

5.2 DECISIONS AT MEETINGS, ELIGIBILITY FOR VOTING

5.21 Majority Vote. Every decision that requires a vote at an Association or board meeting, or an electronic vote shall be by a majority vote of those members in good standing who are present and voting, unless otherwise required by law or these bylaws. Majority shall mean a total that is more than 50% of all the votes cast. In the event of a vote between three or more options or candidates that does not yield a majority, the Association shall utilize a runoff method that will produce a majority in the shortest time or effort possible. The exception to this section is the election of elected directors, where there may be a large number of candidates running for multiple equivalent offices. See section 6.122 for guidance.

5.22 Roll Call Vote. Unless a vote is being taken pursuant to electronic means as authorized by these bylaws, a roll call vote shall be taken at the call of the presiding officer or whenever one-third of the voting members present so request.

5.23 Proxies. Unless otherwise required by law, there shall be no voting by proxy at a meeting of this Association.

5.24 Limitations on Voting Eligibility. Only assigned members in good standing may vote on the following matters:

- 1) Matters so designated elsewhere in these bylaws;
- 2) Elections of State Organization Representatives, Board Officers and Directors; delegates to meetings of the AIA and and State Council;
- 3) Instructions to delegates;
- 4) Any matters relating to membership;
- 5) Other matters relating to the governance, meetings, affiliations, budget and finances of the AIA.

5.25 Mail Ballot. Any vote that may be taken at a meeting of this Association may be taken by direct mail or electronic ballot of the members of this Association, provided that the matters voted on have been introduced and discussed at a regular or special meeting of this Association. Electronic voting for officers, directors, or regional representatives may be introduced through electronic communications to the full membership with 30 days notice before the opening of the election window, and do not have to be introduced at a physical meeting.

ARTICLE 6: THE BOARD OF DIRECTORS

6.0 AUTHORITY OF BOARD OF DIRECTORS

6.01 Powers. The business of this Association shall be managed by the Board, which shall be composed of the officers and directors of this Association and shall exercise all authority, rights and powers granted to it by the laws of the State of Georgia, the articles of incorporation and by these bylaws.

6.011 Custodianship. The Board shall be and act as the custodian of the properties and interests of this Association except those specifically placed by these bylaws in the custody of or under the administration of the Treasurer. Within the appropriations made therefore, the Board shall do all things required and permitted by these bylaws to forward the objects of this Association.

6.02 Delegation of Authority. Neither the Board nor any officer or director of this Association shall delegate any of the authority, rights or power conferred by law or these bylaws, unless such delegation is specifically prescribed or permitted by these bylaws and is not contrary to law.

6.03 Freedom from Commitments. No committee, commission, officer, director, member, employee or agent of this Association shall initiate or carry on any activity that may commit the Association to an expense, policy or activity until the matter shall have been reviewed and approved by the Board.

6.1 ELECTION OF OFFICERS AND DIRECTORS

6.11 Nominations. Nominations for each office and for each of the elected directorships of this Association about to become vacant may be made by two methods. The Board, at its discretion, may solicit nominees for presentation to the membership. Nominations may also be received by the Association through an advertised mechanism no later than 30 days before the date of elections. The Board, or a Board delegated committee, shall determine a final slate of all candidates who meet the qualifications set forth in these bylaws, and present to the membership to review at least 15 days prior to the date of the elections.

6.12 Selection of Officers and Directors. Officers and directors shall be selected in the following manner:

6.121 Officers. At the annual business meeting, the Board may present a slate that includes candidates for the officer positions that are about to become vacant. Subsequently, nominations from the floor will be entertained. If there is only one nominee for any office or directorship, the Secretary may be directed by the meeting to cast a ballot for the full number of votes of the meeting for that nominee, whereupon the President shall declare the nominee to be elected by acclamation. Otherwise the name of each nominee for each office shall be placed by the Secretary on ballots for voting by secret ballot. The nominee for an office who receives a majority of the ballots cast shall be elected thereto.

6.122 Elected Directors. The Board may present a slate that includes candidates for the elected director positions that are about to become vacant. The Board may also solicit nominations ahead of or at the meeting, who meet the minimum qualifications for each position. If the number of qualified nominees is equal to the number of available directorships, the Secretary may be directed by the meeting to cast a ballot for the full number of votes of the meeting for that nominee, whereupon the President shall declare the nominees to be elected by acclamation. If the total number of candidates between the slate and other nominees exceeds the number of available elected director positions, those elected shall be the nominees who receive the most votes in the first round of voting, equivalent to the number of elected directorships available in that year.

6.123 Other Directors. The ~~two~~ remaining directors shall be selected by the other members of the outgoing Board in the last Board meeting of the year, as their respective terms roll over. Each such selection shall require approval by a two-thirds majority vote by such Board members.

6.13 Tellers. The President may appoint three tellers, who shall be members qualified to vote at the meeting, and who shall tally the qualified votes for each nominee, tabulate the results and immediately notify the Secretary thereof.

6.14 Tie Votes. In the event of a tie vote, the list of nominees for each office and each directorship in question shall be restricted to those involved in the tie, and the nominee receiving a majority in the runoff election shall be elected to the office.

6.15 Results. The President shall announce to the meeting the results of all balloting, and shall declare all elections.

6.2 TERMS OF OFFICE OF OFFICERS AND DIRECTORS

6.21 Term. The President-elect, President, and Immediate Past President shall each serve a term of one year in that position or until a successor has qualified. The Treasurer and Secretary shall each serve a term of two years, and their terms shall be staggered. Directors shall serve staggered terms and each shall serve a term of two years or until a successor has qualified. Term years begin on January 1 and end on December 31. No director shall serve more than two consecutive two-year terms. This limitation, however, shall not restrict such director from serving as an officer following such individual's service as a director; nor will it prevent an officer from serving as a director following such individual's service as an officer.

6.22 Vacancies. If a vacancy occurs in the membership of the Board other than on account of the regular expiration of a term of office, the Board shall fill the vacancy for the unexpired term of office.

6.23 Resignation. Any officer or director may resign at any time, in writing, which shall take effect immediately upon receipt by the President or the Secretary unless a different time is stated in the resignation. No resignation shall discharge any accrued duty or obligation of an officer or director.

6.24 Removal of Officer or Director. Any or all of the officers and directors may be removed for cause by vote of the members of the Board when there is a quorum of not less than a majority at the meeting at which the vote is taken.

6.3 OFFICERS

6.31 Officers. The officers of this Association shall be the President, President-elect, Immediate Past President, Secretary and Treasurer and shall form the AIA Georgia Executive Committee, with the Executive Director being an ex-officio non-voting member.

6.32 The President. The President shall exercise general supervision over the affairs of this Association, except those matters placed by these bylaws or by the Board under the administration and supervision of the Secretary and/or the Treasurer; preside at meetings of this Association and of the Board and Executive Committee; appoint, with the concurrence of the Board, all committees; sign all contracts and agreements to which this Association is a party; have charge of and exercise general supervision over the offices and employees of this Association, and shall perform all other duties usual and incidental to the office.

6.321 Authority. The President chairs Board meetings with all the commonly accepted power of that position. The President is to ensure the integrity of Board and Executive Committee process and that the Board and Executive Committee follows its own rules.

The President is responsible for ensuring that: (a) Board and Executive Committee meeting discussion content is confined to those issues that, according to Board policy, clearly belong to the Board or Executive Committee to decide (b) deliberation is timely, fair, orderly and thorough, but also efficient, limited in time and kept to the point; and (c) Robert's Rules are observed, except where the Board has superseded them.

The authority of the President consists in making decisions on behalf of the Board or Executive Committee that fall within and are consistent with any reasonable interpretation of Board policies on except where the Board delegates portions of this authority to others.

The President may speak for the Board to outside parties concerning Board-stated positions and President's decisions and interpretations within the President's delegated authority (as defined in the Bylaws or by direction of the Board).

No action or pronouncement of the President or the President's delegate shall obligate or commit the AIA except as provided in the Bylaws, or as specifically authorized by the Board.

Nothing herein shall restrict the President from speaking or acting in the capacity of an individual architect or AIA member, provided however that fact is specifically stated.

6.33 The President-elect. The President-elect shall possess all the powers and perform all the duties of the President in the event of the absence of the President or of the President's disability, refusal, or failure to act and shall perform such other duties as are properly assigned by the Board or the President.

6.331 Succession. President-elect shall succeed to the office of President upon expiration of the term of office of the President.

6.34 The Secretary. The Secretary shall act as the recording and corresponding secretary of the Association and the Board and the Executive Committee, and shall attend all their meetings and keep minutes of the proceedings; have custody of and shall safeguard and keep in good order all property of

this Association, except property that is placed under the charge of the Treasurer; issue all notices of this Association; keep its membership roll; sign all instruments and matters that require the attestation or approval of this Association, except as otherwise provided in these bylaws; keep its seal, and affix it on such instruments as require it; prepare the reports of the Board and this Association; in collaboration with the President, have charge of all matters pertaining to the meetings of this Association, and shall perform all other duties usual and incidental to the office.

6.341 Reports. The Secretary shall furnish the AIA, and the State Organization with such reports as may be required from time to time and at least annually shall furnish the Secretary of each of those organizations with the names and addresses of all officers and directors of this Association and report changes in the membership as may be required to keep the records of those organizations up-to-date and complete.

6.342 Delegation of Authority. The Secretary may delegate to an assistant secretary or other assistant employed by this Association the actual performance of any or all duties as recording or corresponding secretary, but shall not delegate responsibility for the property of this Association, or the making of any attestation or certification required to be given by the Secretary, or the signing of any document requiring the signature of the Secretary.

6.35 The Treasurer. The Treasurer shall have charge and shall exercise general supervision of the financial affairs and keep the records and books of account of this Association; prepare the budgets, collect amounts due this Association, and give receipts for and have the custody of its funds and monies and make all disbursements of funds; have custody of its securities and of its instruments and papers involving finances and financial commitments; conduct the correspondence relating to the office; and perform all duties usual and incidental to the office.

6.351 Reports. The Treasurer shall make a written report to each annual meeting of this Association and a written report to each regular meeting of the Board. Each of said reports shall set forth the financial condition of this Association, and its income and expenditures for the period of the report and the Treasurer's recommendations on matters relating to the finances and general welfare of this Association.

6.352 Delegation of Authority. The Treasurer shall not authorize any person to sign any order, statement, agreement, check or other financial instrument of this Association that requires the signature of the Treasurer, unless such delegation is expressly permitted in these bylaws. The Treasurer may delegate to an assistant treasurer or other assistant employed by this Association the actual performance of any or all duties as Treasurer, but shall not delegate responsibility for the property of this Association, or the signing of any document requiring the signature of the Treasurer.

6.353 Liability. The Treasurer shall not be personally liable for any loss of money or funds of this Association or for any decrease in the capital, surplus, income or reserve of any fund or account resulting from any acts performed in good faith in conducting the usual business of the office.

6.36 Officer Pro Tem. If any officer is absent or unable to act, the Board may elect from its membership a chairman pro tem, a secretary pro tem or a treasurer pro tem, as necessary, who shall serve until the regularly elected officer is able to act, and during such period shall perform the duties and exercise the power and authority of the office.

6.4 COMPOSITION OF THE BOARD OF DIRECTORS

6.41 Composition. The Board shall consist of the officers and a maximum of eight directors of AIA Georgia, of which up to three may be appointed directors. In addition, the Executive Director is an ex-officio non-voting member. At the invitation of the Board, the representative of any accredited program(s) or activity of AIA Georgia may be an ex-officio, non-voting member of the Board, including representatives from student activities such as AIAS or NOMA-S. At the invitation on the Executive Committee, a representative elected by the Allied Members may be an ex-officio, non-voting member of the Board.

6.42 State Architect Licensing Advisor. The State Architect Licensing Advisor representing this Association to the National Council of Architectural Registration Boards (NCARB) shall be an assigned member selected by the Executive Committee and approved by NCARB.

6.5 MEETINGS OF THE BOARD OF DIRECTORS

6.51 Meetings Required. The Board must meet in a regular or special meeting in order to transact business. Any one or more members of the Board of Directors may participate in a meeting of the Board by conference telephone, conference video, or similar communications equipment that facilitates virtual board meetings by allowing all persons participating in the meeting to hear one another at the

same time. Participation by such means shall constitute presence in person at such a meeting.

6.511 Regular Meetings.—The Association shall publish on its website the schedule and location of regular meetings of the Board.

6.512 Special Meetings. A special meeting of the Board shall be held if requested in writing by one-third of the members of the Board, or at the call of the President. The Secretary shall issue a written call and notice of each special meeting, stating the time, place and purpose of the meeting and the business to be transacted, and only the business stated in the call and notice shall be transacted at the special meeting.

6.52 Quorum and Vote. A majority of the Board shall constitute a quorum for the transaction of its business. Except as otherwise provided by law, the vote of a majority of the Board members present (either in person or by virtual attendance) at the time of the vote shall be the act of the Board if a quorum is present. If a quorum is not present, those present may adjourn the meeting from day to day, or to a later date.

6.53 Minutes. The Secretary shall keep written minutes of each meeting of the Board, recording the matters considered at the meeting and the actions taken. Minutes shall be distributed to the members of the Board for approval at the next meeting and thereafter signed by the Secretary and filed with the Association's records.

6.6 REPORTS OF THE BOARD OF DIRECTORS

6.61 Report to Members. The Board shall render a full report in writing to each annual meeting of this Association of the condition, interests, activities and accomplishments of this Association, making such recommendations with respect thereto as it deems proper.

6.62 Report to AIA. The Board or the Secretary shall make a written report to the AIA at such times as the AIA requests of the matters and in the form required by it.

6.7 EXECUTIVE COMMITTEE

6.71 Composition. There shall be an Executive Committee of the Board composed of the elected officers of AIA Georgia – President, Immediate Past President, President-elect, Secretary and Treasurer with the Executive Director as non-voting member.

6.72 Meetings. A meeting of the Executive Committee shall be held as directed by the President or when requested by three members of the Executive Committee.

6.73 Quorum. A majority of the voting members shall be necessary to transact any business at a meeting of the Executive Committee. If a quorum is initially had and then lost, the Executive Committee shall lose its ability to conduct business when the quorum is lost.

6.74 Regular and Special Meetings. The Executive Committee may meet in a regular or special meeting in order to transact business. Any one or more members of the Executive Committee may participate in a meeting of the committee by ~~by~~ conference telephone, conference video, or similar communications equipment that facilitates virtual board meetings by allowing all persons participating in the meeting to hear one another at the same time. Participation by such means shall constitute presence in person at such a meeting.

6.75 Voting. Every decision of the Executive committee shall be made by not less than a majority of the quorum of the voting members in attendance.

6.76 Authority. The Executive Committee shall have full authority, right and power to act for the Board between Board meetings on all matters except those below.

6.761 Rules. The Executive Committee may not adopt or change the budget; purchase, sell, lease, or pledge any real property; form an affiliation; hire or terminate the Executive Director; ~~fix admission fees~~ and annual dues unless the authority to do so has been delegated to it by a two-thirds vote of the Board. It shall not change the Rules of the Board, the Bylaws, or any policy of AIA Georgia, or elect a successor to any officer whose office becomes vacant. It shall not perform any functions of the Board, which according to these bylaws require the action of the Board.

6.762 Delegation. The Executive Committee may authorize others to perform certain duties of the Executive Committee under these bylaws. The Executive Committee may at any time take over the performance of any or all of these duties unless explicitly provided otherwise in these bylaws. Only those to whom authority is delegated by the Executive Committee may perform duties of the Executive

Committee, and each duty so performed shall be done under the general directions and instructions of the Executive Committee, which shall be responsible therefore.

6.77 Minutes. The Secretary shall keep written minutes of each meeting of the Executive Committee, recording the matters considered at the meeting and the actions taken. Minutes shall be distributed to the members of the Executive Committee for approval at the next meeting and thereafter signed by the Secretary and filed with the Association's records.

6.8 COMMITTEES AND TASK FORCES

6.81 Formation and Composition. The Board may form committees and task forces to carry out the work of the Association. The charge and duration of each committee or commission shall be determined by the Board. The members of committees and commissions shall be appointed by the President with the concurrence of the Board.

ARTICLE 7: FINANCES

7.0 FINANCES

7.01 Fiscal Year. The fiscal year of this Association shall be the calendar year.

7.02 Budgets and Appropriations. Prior to the beginning of every fiscal year, the Board shall adopt an annual budget showing in detail the anticipated income and expenditures of this Association for the immediately succeeding year. The board shall make the proposed budget available to the membership for review and comment no less than 30 days prior to said adoption.

7.03 Expenditure Limitations.

7.031 General. No member, officer, director, committee, commission, employee or agent of the Association shall have any right, authority or power to expend any money of the Association, incur any liability for or in its behalf, or make any commitment that will or may be deemed to bind the Association to an expense or liability unless such expenditure, liability or commitment has been budgeted and authorized by the Board or a specific resolution at a meeting of the Association.

7.04 Review of Financial Records. At appropriate intervals, the Board shall employ a firm to prepare a compilation of the financial records of the Association as the basis for a financial report to the members.

7.1 REAL AND PERSONAL PROPERTY

7.11 Authority. In order to carry on its affairs and exercise its powers this Association may acquire and dispose of real and personal property for its own use.

7.12 Gifts. Only the Board shall have any right or authority to solicit or accept any gift, bequest or devise for or on behalf of this Association; it shall not accept any gift, bequest or devise that will not promote the objects and purposes of this Association, or that will place an undue financial or other burden on this Association.

7.2 DIVIDENDS PROHIBITED

An unencumbered balance of income at the close of a fiscal year shall never be distributed as profits, dividends or otherwise to the members of this Association.

7.3 AIA PROPERTY INTERESTS

This Association shall not have any title to or interest in any property, nor be liable for any debt or other pecuniary obligation of the AIA. The AIA shall not have any title to or interest in the property of this Association, and the AIA shall not be liable for any debt or other obligation of this Association.

ARTICLE 8: GENERAL PROVISIONS

8.0 EXECUTIVE OFFICE

The administrative and executive offices of the Association shall be in the charge of the Executive Director, who shall be employed by and report to the Board. The Executive Director shall be responsible for the administration of the affairs of the Association and such other duties as the Board may assign. Specifically, the Executive Director shall:

- Serve as assistant Secretary and assistant Treasurer to perform such duties as the Secretary

and Treasurer may delegate;

- Employ such staff as the Board may authorize as may be necessary to perform the duties assigned by the Board;
- Attend all meetings of the Board and the Executive Committee as a member ex officio without vote;
- Make reports to the Board and the Executive Committee on the affairs and business of the Association when requested by the Board and the Executive Committee.

8.1 RECORDS OPEN TO MEMBERS

The correspondence and the minute books, the Treasurer's books of account and the Secretary's records of this Association, except confidential matters relating to membership applications and bestowal of honorary memberships, shall be open to inspection at the executive offices of this Association during the business hours fixed by the Board, by any member of this Association in good standing. This right shall not extend to the details of the compensation or benefits provided to the staff.

8.2 PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order, Newly Revised shall supplement the rules and regulations adopted by this Association and shall govern this Association, the Board, the Executive Committee and the Association committees in all cases in which such rules are applicable and are not inconsistent or in conflict with law, these bylaws or the rules and regulations adopted by this Association or by the Board.

8.3 LIABILITY, INDEMNIFICATION AND INSURANCE

8.31 Liability. In the absence of misconduct, fraud or bad faith, the present and former officers, directors and employees of this Association shall not be personally liable for its debts, obligations or liabilities.

8.32 Indemnification. If a director, officer or ex-officio member of the Board of the Association is made a party to any civil or criminal action or proceeding arising from the performance by the director or officer of his or her duties on behalf of the Association, then, to the full extent permitted by law, the Board by affirmative vote of a quorum of its members who are not parties to the action or proceeding, may indemnify such director or officer for all sums paid by him or her in the way of judgments, fines, settlements, and reasonable expenses, including attorney's fees actually and necessarily incurred, in connection with the action or proceeding.

8.33 Insurance. The Board may authorize the purchase and maintenance by this Association of such insurance on behalf of the present and former officers, directors, employees and persons acting in any other capacity at the request of this Association as may protect them against any liability asserted against them in such capacity, whether or not this Association would have the power to indemnify such persons under applicable law.

ARTICLE 9: AMENDMENTS

9.0 AMENDMENTS AT MEETINGS OF THIS ASSOCIATION

9.01 Notice of Proposed Amendments. These bylaws may be amended at any Association Meeting as defined in Article 5.0 by two-thirds vote of the members present, provided that notice of the proposed changes and the meeting at which it will be voted on is given to the membership not less than 30 days prior to the date of the meeting.

9.02 Bylaws Relating to Assigned Members. It shall require a vote of not less than two-thirds of the assigned members of this Association who are present at the meeting to amend a bylaw relating to such assigned members.

9.1 AMENDMENTS BY THE BOARD OF DIRECTORS

9.11 Conformity with AIA Bylaws. The Board, without action by an Association Meeting as defined in Article 5.0, shall amend any of these bylaws as may be necessary for conformity with AIA Bylaws. These bylaws, and any amendments to them, shall be forwarded at the request of the Secretary of the

AIA for review for conformity with AIA Bylaws.

9.12 Delegation of Authority. The Board shall be authorized to amend specific provisions of these bylaws if the power to do so has been delegated to it by a two-thirds vote of the members of this Association eligible to vote thereon.