



DEFINITIONS

These definitions are not part of the AIA San Joaquin bylaws. The definitions provide an overview of some terms used in the bylaws. To determine the meaning of any bylaws provision, only the text of the bylaws should be consulted.

AGM	Annual General Meeting: See Article 5.01.
AIA	American Institute of Architects, aka The Institute.
<i>AIASJ</i>	The American Institute of Architects, The San Joaquin Chapter. <i>AIASJ</i> shall mean all members, regardless of involvement with the <i>AIASJ</i> Board. For voting purposes, as it relates to the Chapter, <i>AIASJ</i> shall mean the assigned members and the Executive Committee.
Chapter, The Chapter	The local <i>AIASJ</i> chapter. The term “The Chapter” has been replaced with <i>AIASJ</i> in red italicized text.
Committees, Standing	Standing committees shall be flexibly formed by the <i>Executive Committee</i> . Currently <i>AIASJ</i> has formed the following standing committees: Affiliates Committee Architectural Week By-Laws and Ethics Committee Executive Committee Education and Guest Speaker Committee Government Affairs Committee Membership Committee Newsletter and Website Committee Programs and Continuing Education Committee Education Chair Fresno City College (FCC) Education Chair College of the Sequoias (COS)
Committees, Program	Program oriented committees shall be flexibly formed by the Executive Committee. Currently <i>AIASJ</i> has formed the following program oriented committees: Design Awards Committee (created every 2 years) Sand Castle Committee (created every year)
Council	A regional or state council is an organization whose members are other organizations, usually all of the state organizations in the region or all chapters in the state.

Directors, The Directors:	A director can be a licensed Architect member or an Associate member, and can serve in one of the following positions: <ol style="list-style-type: none"> 1. Director of Membership 2. Director of Information and PR 3. Director of Government Affairs 4. Director of Events 5. Director of Emerging Professionals 6. Director of Education 7. CCAIA Director
Emeritus (AIAEM)	Any architect member who has maintained membership for 15 years and, has reached the age of 70 or has reached the age of 60 and retired, or is incapacitated or unable to work in the profession. National, state and local dues are waived.
Executive Committee	The <i>Executive Committee</i> is composed of its currently elected officers, and the immediate past president.
Executive Director	Prior to and as of January 2010, The Professional Exchange Service Corporation (PESC), or until such time as an other entity is selected by the Executive Committee.
Fellowship (FAIA)	One of the highest honors bestowed upon an Architect member is Fellowship, which not only recognizes the achievements of the architect as an individual, but also elevates before the public and the profession a model architect who has achieved a standard of excellence in the profession, and who has made a significant contribution to architecture and society. Architect members who have been in good standing for at least 10 years may be nominated for fellowship. Architect members may be advanced to fellowship under guidelines set by the Board if they have contributed notably to the advancement of the profession of architecture.
Governing Board of <i>AIASJ</i>	The Executive Committee.
Institute, The Institute	The American Institute of Architects, AIA
Member(s)	The term "member," if not otherwise qualified, shall refer to all persons in all classes of membership in <i>AIASJ</i> including Assigned and Un-Assigned Architect members, Student Affiliate~Associate members, Allied and Affiliate members, Honorary and Emeritus members

Members, Architect	Individuals who are licensed to practice architecture in the State of California, and who has paid the current local and national AIA membership dues and assessments. Architect Members may also hold the titles Fellow and/or Emeritus.
Members, Assigned	Architect Members and Associate Members who have been assigned to <i>AIASJ</i> by the Institute
Members, Un-Assigned	Refers to members assigned to other chapters who have been admitted to membership in <i>AIASJ</i> pursuant to section 2.2 of these bylaws
Members, Associate	Individuals who are not licensed in the practice of architecture, and who meet any of the following criteria: <ul style="list-style-type: none"> • recent graduates with a degree in architecture . • individuals enrolled under the Intern Development Program (IDP), and who are employed under the supervision of an architect in a professional or technical capacity directly related to the practice of architecture. • individuals who have a professional degree in architecture, but are unlicensed • faculty members in a university program in architecture actively involved in research, administration, or the teaching of architecture. • those who are eligible by education or experience and are employed, enrolled or participating in circumstances recognized by licensing authorities.
Member, Allied	See Article 2.35: Individuals not otherwise eligible for membership in the Institute or <i>AIASJ</i> , but 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 <i>AIASJ</i> believes will provide a meaningful contribution by reason of their employment or occupation.
Member, Affiliate	A person, or organization, or establishment associated with <i>AIASJ</i> but as a subordinate and subsidiary member.

Members in Good Standing	Members licensed to practice Architecture in the State of California, associates, affiliates, etc, who have paid annual membership fees or dues for the current year, who is not retired, not resigned from The Board, not delinquent in actions and activities, not inactive, nor or a suspended member.
Officers / Officers of The Board	The officers are elected, with exception of the Immediate Past President' that will assume the duties of Past President at the conclusion of his term as president. Often referred to as the Executive Committee in the bylaws.
Objects of The Institute	To organize and unite in fellowship the members of the architectural profession; To promote the aesthetic, scientific and practical efficiency of the profession; To advance the science and art of planning and building by advancing the standards of architectural education, training and practice; To coordinate the building industry and the profession of architecture to insure the advancement of the living standards of people through their improved environment; and to make the profession of ever-increasing service to society.
PESC	Professional Exchange Service Corporation, aka the Executive Director
Presiding Officer	The <i>Executive Committee</i> 'President', and in the absence of the President, the presiding officer shall be the next <i>Executive Committee</i> member as described by Robert's Rules of Order.
State Organization ~ AIACC	The American Institute of Architects California Council is referred to as State Organization.

American Institute of Architects, San Joaquin Chapter Bylaws

Adopted & Revised October 10, 2012

ARTICLE 1 ORGANIZATION

1.0 GENERAL PROVISIONS

1.01 Name. The name of this organization is “The American Institute of Architects, The San Joaquin Chapter” commonly referred to as The Chapter, This Chapter, and **AIASJ**.

1.011 Related Institute Organizations. In these bylaws the Governing Board of **AIASJ** is referred to as the Executive Committee, The American Institute of Architects is referred to as the Institute, and The Board of Directors of the Institute as the AIA Board.

1.02 Purpose. The purpose of **AIASJ** is to promote and forward the objects of **The Institute (AIA)** within the assigned territory of **AIASJ (See Appendix A)**. Moreover the purpose of **AIASJ** is to promote and enhance architecture, the profession of architecture, and to support emerging professionals within the territory of **AIASJ**.

In accordance with **AIA Bylaws Section 1.02 and 4.03** the Institute objects are to;

- organize and unite in fellowship the members of the architectural profession;
- to promote the aesthetic, scientific and practical efficiency of the profession;
- to advance the science and art of planning and building by advancing the standards of architectural education, training and practice;
- to coordinate the building industry and the profession of architecture to insure the advancement of the living standards of people through their improved environment; and to make the profession of ever-increasing service to society.

The purpose of the **AIASJ** chapter is to:

- Support the Institutes objectives;
- Alert the public of meaningful architecture, and that life can be enhanced by good architecture;
- Promote the understanding of Architecture in our territory;
- Promote the retention and licensure of the associate members;
- Promote the practice of thoughtful and good architecture among local Architects;
- Promote the Architecture Foundation (Support for an enhanced Lecture Series).

1.03 Domain. The domain of **AIASJ** shall be that territory described in its charter or otherwise established by the Institute.

1.04 Organization. **AIASJ** is a non-profit membership corporation incorporated in the State of California on August 2nd, 1955, and chartered by the Institute on (December 2nd, 1949).

1.05 Authority. **AIASJ** shall represent and act for the Institute membership within the territory assigned to it under a charter issued by the AIA Board. The Institute and **AIASJ** 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 Institute and **AIASJ** execute a written agreement to that effect.

1.06 Conformity with Institute Policy. No act of **AIASJ** shall directly or indirectly nullify or contravene any act or policy of the Institute. **AIASJ** shall cooperate with its state organization and regional organization to further the interests of the membership, and by agreement with these organizations may represent and act for them within the territory of **AIASJ**.

1.1 AFFILIATIONS WITH OTHER ORGANIZATIONS

1.11 Purpose of Affiliations. **AIASJ** may affiliate with any local organization of the construction industry operating within the territory of **AIASJ** that is not used or maintained for financial gain, price fixing or political purposes, if and while the objects of **AIASJ** will be promoted by such affiliation.

1.12 Agreements of Affiliation. Every affiliation must be authorized by not less than two-thirds vote of the **AIASJ Executive Committee**, and shall be evidenced by a written agreement signed by **AIASJ** 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, the duration, the objects of the affiliate and the nature of its organizations, membership, government and operations.

1.122 Limitations. No affiliated organization shall have any voice in the affairs of **AIASJ** and shall not bind or obligate **AIASJ** to any policy or activity unless the **AIASJ Executive Committee** has voted to be so bound or obligated.

1.123 Termination. Any affiliation may be terminated by majority vote of the **AIASJ Executive Committee** 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 **AIASJ**, and may speak at the invitation of the presiding officer.

1.2 ENDORSEMENTS

Neither **AIASJ**, nor the **AIASJ Executive Committee**, any Chapter committee, 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 **AIASJ** shall consist of:

a) the Architect and Associate members of the Institute who have been assigned to **AIASJ**), or who have been admitted to unassigned membership in **AIASJ**, and

b) the allied and affiliate members of **AIASJ** may admit as provided in Paragraphs 2.35 through 2.37.

2.02 Definitions. In these bylaws, Architect and Associate members who have been assigned to **AIASJ** by the Institute are referred to as "assigned members." The term "unassigned member" shall refer to members assigned to other chapters who have been admitted to membership in **AIASJ** pursuant to section 2.2 of these bylaws. The term "allied" shall refer to allied members, and the term "affiliate" shall refer to student and honorary affiliates. The term "member," if not otherwise qualified, shall refer to all persons in all classes of membership in **AIASJ**.

2.03 Qualifications. **AIASJ** shall not establish qualifications in addition to, or which vary from, the Institute's policies for membership.

2.04 Non-resident Status. Non-resident status shall be accorded to members who reside and have their principal place of business outside the territory of **AIASJ** and not in the territory of another chapter. Members who have applied for and been granted such status shall have the same rights and privileges as resident members in the same category, except that **AIASJ** may lower dues and/or assessments for such members as provided in Article 3.

2.05 Enrollment of Members. Every member assigned to or admitted by **AIASJ** shall be duly notified to that effect by **AIASJ**, and shall be enrolled by the Secretary as a member of **AIASJ**. New memberships will be announced at the next regular meeting of **AIASJ** and in the next issue of **AIASJ**'s official publication.

2.06 Annual Dues and Assessments. Every member of **AIASJ** shall pay the fixed annual dues and assessments of **AIASJ** as determined in Article 3.

2.07 Resignations. Any member may resign from **AIASJ** 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 Institute and will be effective upon its receipt by the Institute. Other resignations shall be effective as of the date the letter of resignation was received by the Secretary.

2.08 Good Standing Defined. A member is not in good standing in **AIASJ** if and while in default of dues or other obligations to either **AIASJ** or the Institute.

2.09 Loss or Suspension of Interests, Rights and Privileges. A member who resigns, or is suspended or terminated by the Institute loses all rights in **AIASJ** and the Institute, including any right to use **AIASJ**'s or Institute'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 **AIASJ**.

2.1 ASSIGNED MEMBERS

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

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

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

2.14 Termination. Assigned membership in **AIASJ** is terminated by the death of the member, resignation or termination of membership in the Institute, or reassignment of the member to another chapter.

2.15 Emeritus Members. A member who is granted Emeritus status in accordance with the Institute Bylaws shall automatically become an Emeritus member of **AIASJ**. 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 UNASSIGNED MEMBERS

2.21 Admission. **AIASJ**, without action by the Institute, shall admit to unassigned membership any Architect or Associate member assigned to another chapter who applies for such membership in writing in the manner prescribed by the Executive Committee.

2.22 Rights and Privileges. An unassigned member shall be subject to all regulations and shall have all rights in **AIASJ** of an assigned member, except that an unassigned member shall not vote on matters described in section 5.24 of these bylaws, nor represent **AIASJ** as a delegate or otherwise at any meeting of the Institute.

2.23 Termination. Unassigned membership in **AIASJ** is terminated by the death of the member and by resignation or termination of membership in the Institute. The **AIASJ Executive Committee** may terminate unassigned membership for indebtedness to **AIASJ** as provided in section 3.32.

2.3 ALLIED, AFFILIATE, AND STUDENT AFFILIATE MEMBERS¹

2.31 Admission. Every application for admission to allied or affiliate membership in **AIASJ** shall be promptly acted upon by the Executive Committee.

2.32 Admission Fees. Every applicant for an allied or affiliate membership, except Honorary Affiliate members, shall pay an admission fee in an amount determined by the **AIASJ Executive Committee** as provided in section 3.02 of these bylaws.

2.33 Termination. Allied or Affiliate membership is terminated by the death or resignation of the member and by the admission or eligibility to be admitted as an assigned or unassigned member. The **AIASJ Executive Committee** may terminate the membership of an allied or affiliate member for indebtedness as provided in section 3.32 or, by two-thirds vote, for conduct detrimental to the interests of **AIASJ**.

2.34 Rights and Privileges of Allied and Affiliate Members. Allied members shall have the rights and privileges specified in the Institute Bylaws. Affiliates in good standing:

¹ Optional. A Chapter need not have any allied or affiliate members. The procedure for admitting allies and/or affiliates is within the Chapter's discretion. See AIA Bylaws 4.14.

- 1) May serve as a member of any committee of **AIASJ** that does not perform any duty of the Executive Committee;
- 2) May attend and speak but may not make motions or vote at any meeting of **AIASJ**;
- 3) Shall not be eligible to serve as an officer or director or to chair a committee of **AIASJ**;
- 4) May not in any way use the name, initials, seal, symbol or insignia of **AIASJ** or of the Institute.

2.35 Allied Members. Individuals not otherwise eligible for membership in the Institute or **AIASJ** 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 **AIASJ** believes will provide a meaningful contribution by reason of their employment or occupation.

2.36 Student Affiliates. Student Affiliates shall be undergraduate or post-graduate students of architecture schools, or secondary school students, within the territory of **AIASJ**.

2.37 Honorary Affiliates.

2.371 Qualifications. A person of esteemed character who is otherwise ineligible for membership in the Institute or **AIASJ** but who has rendered distinguished service to the profession of architecture, or to the arts and sciences allied there within the territory of **AIASJ**, may be admitted as an Honorary Affiliate member of **AIASJ**.

2.372 Nomination and Admission. A person eligible for Honorary Affiliate membership may be nominated by any member of the Executive Committee. 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 Executive Committee, at any regular meeting, may admit a nominee as an Honorary Affiliate member.

2.373 Rights and Privileges. In addition to the rights and privileges set forth in paragraph 2.34 above, Honorary Affiliate members of **AIASJ** may use the title "Honorary Affiliate of the San Joaquin Chapter", and shall not pay any admission fee or annual dues nor be subject to any assessment.

<p>ARTICLE 3 DUES, FEES AND ASSESSMENTS</p>

3.0 ANNUAL DUES

3.01 Obligation to Pay Dues. All members, excepting Emeritus members and Honorary Affiliate members, shall pay annual dues on or before January 15 of each year.

3.02 Amount of Annual Dues (and Admission Fees). The *Executive Committee* may fix, before the end of any fiscal year, the annual dues to be paid by each category of member for the immediately succeeding fiscal year and the amount of admission fees required of allied or affiliate members.

3.03 Dues Upon Admission. A newly admitted assigned or allied or affiliate member shall pay full annual dues, except that those admitted during the last six months of the year shall pay one-half the annual dues in the year they are admitted.

3.04 Dues For Nonresident Members. Nonresident members shall pay reduced dues. The amount of the reduction shall be determined by the *Executive Committee* pursuant to section 3.02.

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

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

3.07 Exemptions. Emeritus members and Honorary Affiliate members shall pay no dues or assessments to *AIASJ*.

3.1 ASSESSMENTS

3.11 Authority. Assessments may be levied or authorized only for special or unusual expenses by two-thirds of the Members eligible to vote and present at an the Annual General Meeting or other duly called regular or special meeting, provided, however, that the meeting by two-thirds vote may delegate such power to the Board for specific purposes, or specified period of time, with such limitations as the meeting may choose to impose. The amount of the assessment on a member in any fiscal year shall not exceed **15%** percent of the amount of the annual dues required to be paid by such member for that year.

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 wherein the assessment will be discussed and 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 *AIASJ* 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 **AIASJ** shall send to the Institute Secretary a list of all assigned members in default to **AIASJ** with the amount of such default and request termination of those memberships. When any such default is cured, the Secretary shall immediately notify the Institute Secretary.

3.32 Unassigned Members and Allied or Affiliates. If an unassigned member or allied or affiliate member is in default to **AIASJ** 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
CHAPTER RELATIONSHIP TO
OTHER INSTITUTE ORGANIZATIONS

4.0 THE INSTITUTE

4.01 Delegates to Institute Meetings. **AIASJ** shall select the delegates to represent the assigned membership at meetings of the Institute from among the assigned members of **AIASJ** in the number prescribed in the Institute Bylaws as follows):

4.011 Delegate Selection Procedure. Member delegates shall be appointed from among the assigned members of **AIASJ** by the Executive Committee, except that no more than one third of **AIASJ**'s delegation shall be Associates. If **AIASJ** 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 **AIASJ** or execute a proxy as provided in the Institute Bylaws.

4.02 Nomination and Election of Institute Directors. **AIASJ** (The assigned members of **AIASJ**) shall nominate and elect the Institute Director(s) for **AIASJ**'s region in the manner provided in the bylaws of the Regional Organization.

4.1 REGIONAL ORGANIZATION

4.11 Chapter Representation in Regional Organization. **AIASJ** shall participate in the Regional Organization in the manner provided in the bylaws of that organization. The President or another member appointed by the **AIASJ Executive Committee** shall represent the members of **AIASJ** at meetings of the Regional Organization council.

4.12 Delegates to Regional Convention. The assigned Members in Good Standing of **AIASJ** shall be represented at meetings of the Regional Organization by delegates selected from among the assigned members of **AIASJ** in the number prescribed in the bylaws of the Regional Organization as follows:

4.121 Delegate Selection Procedure. Chapter delegates to meetings of the Regional Organization shall be selected from among the assigned members of **AIASJ** by the Executive Committee.

4.2 STATE ORGANIZATION

4.21 Delegates to State Convention. The assigned Members in Good Standing of **AIASJ** shall be represented at meetings of the State Organization by delegates selected from among the assigned members of **AIASJ** in the number prescribed in the Bylaws of the State Organization as follows:

4.211 Selection of Delegates. Chapter delegates to meetings of the state organization shall be selected from among the assigned members of **AIASJ** by the Executive Committee.

4.22 Representation on State Organization Board. The President or another member appointed by the **AIASJ Executive Committee** shall be a representative of the members of **AIASJ** in the State Organization. At the annual meeting of **AIASJ**, the Members in Good Standing of **AIASJ** shall elect one or more additional representatives, as may be required by the State Organization bylaws, to represent the members of **AIASJ** in the State Organization.

4.23 Nominations and Elections. Nominations and elections of Chapter representatives to the State Organization board shall be made at the same time and in the same manner as for the officers and directors of **AIASJ**.

4.24 Term of Representatives. Each representative shall serve for the term of one year, or until a successor is elected or appointed. The **AIASJ Executive Committee** shall name the successor of a representative for the unexpired term created by the resignation or incapacity of any representative except that the Vice President shall serve in the case of resignation or incapacity of the President.

4.3 SECTIONS

4.31 Establishment of Sections. **AIASJ** may establish Sections with the approval of the Institute Secretary.

4.311 Procedure. Members in a geographic area within the territory of **AIASJ** may petition the **Executive Committee** to form a Section.

4.32 Section Membership Voluntary. Membership in any Section shall be voluntary and not required as a condition of membership in **AIASJ** or the Institute.

4.33 Section Dues and Assessments. Sections may levy dues and assessments on members of the section.

ARTICLE 5 CHAPTER MEETINGS

5.0 REGULAR, ANNUAL AND SPECIAL MEETINGS

5.01 Annual General Meeting (AGM). **AIASJ** shall hold an annual general meeting (AGM) during the month of September for the purpose of nominating and electing the officers, directors, (and representatives to the State and Regional Organization as deemed necessary and pertinent to members willing to be assigned to such positions) to succeed those whose terms are about to expire; for receiving the annual reports of the **Executive Committee**, and the Treasurer; and for the transaction of such other business as may be appropriate.

5.02 Regular Meetings. **AIASJ** shall hold regular meetings on a monthly basis.

5.03 Special Meetings. A special meeting of **AIASJ** may be called by the President or the **AIASJ Executive Committee**, and shall be called by the President at the written request of not less than **ten (10)** percent of the total number of **AIASJ**'s Members in Good Standing. 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 meeting.

5.1 NOTICE, QUORUM, MINUTES FOR CHAPTER MEETINGS

5.11 Notice of Chapter Meetings. A notice of each meeting of **AIASJ**, stating the date, time and place where the meeting will be held, shall be given by the Secretary or Executive Board. Notice is considered sufficient if the meeting is held on a regularly known schedule. If the meeting is not to be held on a regularly known schedule, the such Notice shall be given not less than fifteen (15) days before the date fixed for the meeting; and Notice will be considered given if published in the **AIASJ** newsletter, or notified via email, text message or other generally acceptable mode of transmittance and sent to members in time for them to receive it at least ten (10) days prior to the meeting.

5.12 Quorum at Meetings and Annual General Meetings (AGM). At any meeting of **AIASJ**, ten percent (10%) of the membership entitled to vote shall constitute a quorum for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum.

5.13 Minutes of Meetings. Written minutes of every meeting of **AIASJ**, recording the matters considered at the meeting and the actions taken, shall be kept by the Secretary. The 'approved' minutes of each meeting shall be signed by the Secretary after they are approved at a subsequent meeting of **AIASJ** and thereafter filed in **AIASJ**'s records.

5.2 DECISIONS AT MEETINGS, ELIGIBILITY FOR VOTING

5.21 Majority Vote. Every decision at a Chapter meeting 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.

5.22 Roll Call Vote. 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 **AIASJ**.

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 Institute Directors; delegates to meetings of the Institute and the Regional and State Organization;
- 3) Instructions to delegates;
- 4) Any matters relating to membership;

- 5) Voting on dues and assessments for Architect Members shall be limited to Architect Members; or
- 6) Other matters relating to the government, meetings, affiliations, budget and finances of the Institute.

5.25 Mail, e-Mail, and Web-Based Ballot Voting. Any vote that may be taken at a meeting of **AIASJ** may be taken by direct mail ballot, e-Mail Ballot or Web-Based Ballot of the members of **AIASJ**, provided that the matters voted on have been introduced and discussed at a regular or special meeting of **AIASJ** and are in accordance with state law.

ARTICLE 6 THE EXECUTIVE COMMITTEE

6.0 AUTHORITY OF EXECUTIVE COMMITTEE

6.01 Powers. The business of **AIASJ** shall be managed by the Executive Committee, which shall be composed of the officers and directors of **AIASJ** and shall exercise all authority, rights and powers granted to it by the laws of the State of California the articles of incorporation and by these bylaws.

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

6.02 Delegation of Authority. **The AIASJ Executive Committee shall** not 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 **AIASJ** shall initiate or carry on any activity that may commit **AIASJ** to an expense, policy or activity until the matter shall have been reviewed and approved by the Executive Committee.

6.1 ELECTION OF OFFICERS, DIRECTORS and DELEGATES

6.11 Nominations. Nominations for each officer, directorship and delegates about to become vacant shall be made at the annual general meeting (AGM) from the floor. One month prior to the AGM the **Executive Committee** shall select a nominating committee to prepare and present to the members a slate or slates of candidates for offices, directorships and delegates.

6.12 Elections. The nominee for an officer, directorship and/or delegate who receives a majority of the ballots cast at the annual general meeting (AGM) shall be elected thereto. 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 and each directorship shall be placed by the Secretary on ballots for voting by secret ballot.

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. Each officer and director shall serve a term of two (2) years or until a successor has qualified.

6.22 Vacancies. If a vacancy occurs in the membership of the *AIASJ Executive Committee* other than on account of the regular expiration of a term of office, the *AIASJ Executive Committee* 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 or without cause by vote of the members, or for cause by vote of the *AIASJ Executive Committee* 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 *AIASJ* shall be the President, Vice President/ President-elect, Secretary, Treasurer, and the Immediate Past President.

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

6.321 Authority. The President shall act as spokesperson of *AIASJ* and as its representative at meetings with other organizations and committees unless otherwise delegated by the Executive Committee. The President shall not obligate or commit *AIASJ* unless the obligation or commitment has been specifically authorized by the Executive Committee.

6.33 The Vice President/President-elect. The Vice President/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 *AIASJ Executive Committee* or the President.

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

6.341 Reports. The Secretary shall furnish the Institute, the Regional Organization 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 **AIASJ** 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 **AIASJ** the actual performance of any or all duties as recording or corresponding secretary, but shall not delegate responsibility for the property of **AIASJ**, 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 **AIASJ**; prepare the budgets, collect amounts due **AIASJ**, 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 **AIASJ** and a written report to each regular meeting of the Executive Committee. Each of said reports shall set forth the financial condition of **AIASJ**, 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 **AIASJ**.

6.352 Delegation of Authority. The Treasurer shall not authorize any person to sign any order, statement, agreement, check or other financial instrument of **AIASJ** 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 **AIASJ** the actual performance of any or all duties as Treasurer, but shall not delegate responsibility for the property of **AIASJ**, 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 **AIASJ** 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 *AIASJ Executive Committee* 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.

6.37 Immediate Past President. The Immediate Past President shall assume the role of Immediate Past President upon the completion of his or her term as President.

6.38 Directors. AIASJ shall at all times be comprised of a minimum of four directors, but no more than six. The title and roles of each director shall be outlined in the AIASJ policies and procedures manual.

6.4 MEETINGS OF THE EXECUTIVE COMMITTEE

6.41 Meetings Required. The *AIASJ Executive Committee* must actually meet in a regular or special meeting in order to transact business. Alternatively, as permitted by state law, any one or more members of the *Executive Committee* may participate in a meeting of the committee by conference telephone or a similar device that allows all persons participating in the meeting to hear one another at the same time, wherein actions by unanimous consent shall be written and documented. Moreover, actions required or permitted to be taken by the *Executive Committee* may be taken without a meeting if all members of the committee consent to the action in writing (such as via e-mail) with the condition that the documented actions shall be attached to the next regular meeting minutes.

6.411 Regular Meetings. The *AIASJ Executive Committee* may hold regular meetings without notice at a time and place determined by it.

6.412 Special Meetings. A special meeting of the *AIASJ Executive Committee* shall be held if requested in writing by one-third of the members of the Executive Committee, 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.

6.413 Waiver of Notice. Either the call and notice of a special meeting or any limitations as to the business to be transacted, or both, may be waived by the written consent of every member of the Executive Committee. Any irregularity in or failure of notice of a meeting of the *AIASJ Executive Committee* shall not invalidate the meeting or any action taken.

6.42 Quorum and Vote. A majority of the *AIASJ Executive Committee* shall constitute a quorum for the transaction of its business. Except as otherwise provided by law, the vote of a majority of the *AIASJ Executive Committee* members present at the time of the vote shall be the act of the *AIASJ Executive Committee* 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.

6.43 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 *AIASJ Executive Committee* for approval at the next meeting and thereafter signed by the Secretary and filed with *AIASJ's* records.

6.5 REPORTS OF THE EXECUTIVE COMMITTEE

6.51 Report to Members. The *AIASJ Executive Committee* shall render a full report in writing to each annual general meeting (AGM) of *AIASJ* of the condition, interests, activities and accomplishments of *AIASJ*, making such recommendations with respect thereto as it deems proper.

6.52 Report to Institute. The *AIASJ Executive Committee* or the Secretary shall make a written report to the Institute at such times as the Institute requests of the matters and in the form required by it.

6.6 COMMITTEES AND COMMISSIONS

6.61 Formation and Composition. The *AIASJ Executive Committee* may form committees and commissions to carry out the work of *AIASJ*. The charge and duration of each committee or commission shall be determined by the Executive Committee. The members of committees and commissions shall be appointed by the President with the concurrence of the Executive Committee.

ARTICLE 7 FINANCES²

7.0 FINANCES

7.01 Budgets and Appropriations. Prior to the beginning of every fiscal year, the *AIASJ Executive Committee* shall adopt an annual budget showing in detail the anticipated income and expenditures of *AIASJ* for the immediately succeeding year.

7.02 Expenditure Limitations.

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

7.022 The Executive Committee. The *AIASJ Executive Committee* shall not expend or authorize expenditures in any fiscal year that exceed the estimated income of *AIASJ* for the year unless specifically authorized to do so by two-thirds majority vote at a duly called meeting of the members provided, however, that the *AIASJ Executive Committee* may enter into leases and employment contracts for terms longer than one year and may set aside a reserve to be funded with a portion of *AIASJ*'s income in one or more fiscal years, which may be expended in subsequent years without regard to estimated or actual income or expenditures for such years.

7.03 Review of Financial Records. At appropriate intervals, the *AIASJ Executive Committee* shall employ a firm to prepare a compilation of the financial records of *AIASJ* as the basis for a financial report to the members.

7.04 Fiscal Year. The fiscal year of *AIASJ* shall be January 1st through December 31st.

² These provisions should be carefully checked against the applicable provisions of the State nonprofit corporation (or other applicable) law, and of State and Federal tax laws relating to tax-exempt organizations.

7.1 REAL AND PERSONAL PROPERTY

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

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

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 **AIASJ**.

7.3 INSTITUTE PROPERTY INTERESTS

AIASJ shall not have any title to or interest in any property of the Institute nor be liable for any debt or other pecuniary obligation of the Institute. The Institute shall not have any title to or interest in the property of **AIASJ**, and the Institute shall not be liable for any debt or other obligation of **AIASJ**.

ARTICLE 8 GENERAL PROVISIONS

8.0 EXECUTIVE OFFICE

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

1. Serve as assistant Secretary and assistant Treasurer to perform such duties as the Secretary and Treasurer may delegate;
2. Utilize such staff as the **AIASJ Executive Committee** may authorize as may be necessary to perform the duties assigned by the Executive Committee;
3. Attend all meetings of the **AIASJ Executive Committee** as a member ex officio without vote;
4. Make reports to the **AIASJ Executive Committee** on the affairs and business of **AIASJ** when requested by 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 **AIASJ**, except confidential matters relating to membership applications and bestowal of honorary memberships, shall be open to inspection at the executive offices of **AIASJ** during the business hours fixed by the Executive Committee, by any member of **AIASJ** in good standing.

8.2 PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order, Newly Revised shall supplement the rules and regulations adopted by **AIASJ** and shall govern **AIASJ**, the Executive Committee, and **AIASJ** 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 **AIASJ** or by the Executive Committee.

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 **AIASJ** shall not be personally liable for its debts, obligations or liabilities.

8.32 Indemnification. If an officer or director of **AIASJ** 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 **AIASJ**, then, to the full extent permitted by law, the **AIASJ Executive Committee** 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 **AIASJ Executive Committee** may authorize the purchase and maintenance by **AIASJ** of such insurance on behalf of the present and former officers, directors, employees and persons acting in any other capacity at the request of **AIASJ** as may protect them against any liability asserted against them in such capacity, whether or not **AIASJ** would have the power to indemnify such persons under applicable law.

ARTICLE 9 AMENDMENTS

9.0 AMENDMENTS AT MEETINGS OF **AIASJ**

9.01 Notice of Proposed Amendments. These bylaws may be amended at any meeting of **AIASJ** by two-thirds vote of the members present, provided that notice of the proposed amendment 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 **AIASJ** who are present at the meeting to amend a bylaw relating to such assigned members.

9.1 AMENDMENTS BY THE EXECUTIVE COMMITTEE

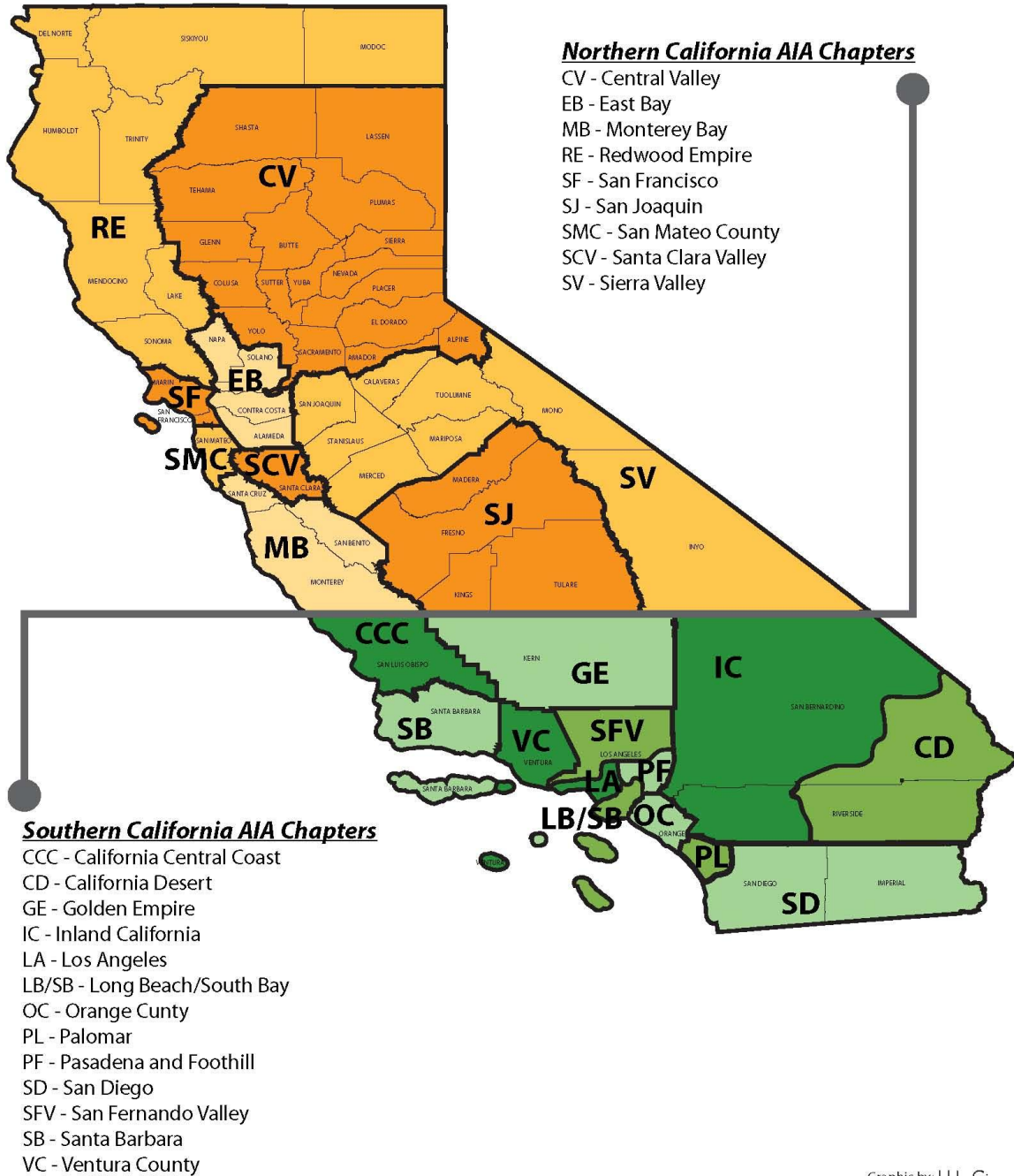
9.11 Conformity with Institute Bylaws. The Executive Committee, without action by a meeting of **AIASJ**, may amend any of these bylaws as may be necessary for conformity with Institute Bylaws. These bylaws, and any amendments to them, shall be forwarded at the request of the Secretary of the Institute for review for conformity with Institute Bylaws.

9.12 Delegation of Authority. The **AIASJ Executive Committee** shall be authorized to amend specific provisions of these bylaws with a two-thirds vote of the members present at a specified meeting as outlined in these bylaws and as permitted by state law and in conformity with Institute bylaws.

AIASJ

Appendix A:

California AIA Local Chapter Components



Graphic by: Haley Gipe