

# 2021 Proposed Bylaws Changes Incorporated

## Article IV Meetings of Members

**Section 1. Annual Meeting.** The Annual Meeting of the CCA shall be held at a time and place designated by the Board.

Written notice of the date or dates and place of the Annual Meeting shall be given to the membership by the Secretary at least thirty (30) days prior to the date of such meeting. At all meetings, attendance by a member shall constitute a waiver of this notice provision.

**Section 2. Special Business Meetings.** A special business meeting of the CCA may be called at any time at the request of a majority of the Board. Written notice of the date or dates and place of a special business meeting shall be given to the membership by the Secretary at least thirty (30) days prior to the date of such meeting and will specify the purpose for which the meeting has been called.

**Section 3. Record Date.** The record date for any meeting shall be the date on which notice of the meeting is communicated.

**Section 4. Voting.** Each Fellow and Associate will be entitled to cast one vote upon each question brought before the annual or any special business meeting of the CCA. There shall be no voting by proxy at any meeting of the CCA.

**Section 5. Quorum.** The quorum required to conduct any business of the CCA shall be one-tenth (1/10) of the Fellows and Associates then entitled to vote.

**Section 6. Voting by Mail or Other Means.** Any vote, including the election of Directors/Officers, may be conducted in writing by mail, facsimile or other electronic means in such manner as the Board shall determine, consistent with these Bylaws, or as may otherwise be allowed by law.

**Section 7. Attendance by Telephone or Otherwise.** Members may participate in and act at any meeting of the CCA through use of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can communicate with each other or through any technology allowable under law, but only to the extent allowed by the Board. Such participation in the meeting shall constitute attendance in person at the meeting.

## Article IX Finances and Contracts

**Section 1. Dues.** All dues of members shall be due and payable as of the beginning of each calendar year for such calendar year.

a) The amount of dues for each class of membership shall be determined annually by the Board, with any change subject to confirmation by a majority vote of the voting members. Annual dues shall be payable for a full calendar year or for any part of a calendar year during which the person was a member of the CCA, provided that when a person is admitted as a member after the Annual Meeting of any year, the dues shall apply for the calendar year beginning on the succeeding January 1.

b) Waiver of Dues. The Board may, in its discretion, upon a member's written request, waive payment of all or any part of dues by any member who has become totally disabled or who has attained an age as specified by the Board from time to time, or who is no longer substantially engaged in active actuarial work. In order to remain in waived membership status, a member must notify the CCA in writing and pay any dues that may be required. If notification is not received, the Treasurer shall notify the member in writing that a response was not received. After such notification, if the waived member fails to respond, the Treasurer shall report the individual's name to the Board, whereupon the Board may strike the name of such member from the rolls, at which time he or she shall cease to be a member of the CCA.

**Section 2. Delinquencies.** The Treasurer shall notify a member in writing when that member's dues become in arrears, accompanied by a copy of this section of the Bylaws. Following such notification, if the dues remain unpaid, the Treasurer shall report the delinquency to the Board. If any complaint or charge is pending with any actuarial discipline body, the Board may or may not remove the member from the rolls and from membership. If no actuarial disciplinary complaints are pending, the Board shall strike the name of such member from the rolls, and he or she shall cease to be a member of the CCA. Such member may, however, be reinstated by vote of the Board and upon payment of such arrears of dues as the Board shall direct.

**Section 3. Contracts.** The Board may authorize any officer, agent or staff employee to enter into any contract or execute and deliver any instrument in the name or on behalf of the CCA, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or staff employee shall have any power or authority to bind the CCA by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 4. Checks.** All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness shall be signed by such officer(s) or agent(s) of the CCA as shall from time to time be determined by the Board.

**Section 5. Deposits.** All funds of the CCA not otherwise employed or invested shall be deposited to the credit of the CCA in such banks, trust companies, or other depositories as the Board may select.