



BYLAWS  
of the  
INSTITUTE FOR CONTINUING  
LEARNING  
(ICL)  
at  
YOUNG HARRIS COLLEGE

Approved by the ICL Board on March 12, 2022  
Approved at the General Meeting on June 11, 2022

Institute for Continuing Learning  
Young Harris College  
Post Office Box 134  
Young Harris, GA 30582

*The Institute for Continuing Learning is a 501 (c)(3) organization*

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# BYLAWS

## ARTICLE I - NAME

The name of the organization is INSTITUTE for CONTINUING LEARNING herein referred to as ICL.

## ARTICLE II - AFFILIATIONS

ICL is affiliated with Young Harris College (YHC), Young Harris, Georgia. Appendix A reflects the commitments and agreements established between ICL and YHC.

## ARTICLE III - PURPOSE

ICL provides an ongoing forum for mature adults who have a mutual interest in intellectual stimulation and cultural enrichment.

ICL is based on the concept that lifelong learning is a means to continued growth and that acquired knowledge and experience represent a reserve of resources to be shared with peers and community.

ICL also supports the educational, cultural, recreational, and financial goals of YHC.

ICL, including, but not necessarily limited to, its members, officers, board, course leaders, classes, seminars, publications, and advertising, does not advocate nor support any political, governmental, religious, or charitable agenda or policy and does not permit such advocacy or support in any ICL-sponsored activity.

*(Approved January 2006)*

ICL reserves the right to deny class admittance and/or cancel membership to any person whose conduct is deemed disruptive. *(Approved January 8, 2011)*

## ARTICLE IV - GENERAL MEETINGS

The ICL program year shall begin January 1 and end December 31.

ICL shall hold the election of Board Members at the General Meeting in January of each year.

## ARTICLE V - MEMBERSHIP

Membership in ICL is open to adults on a non-discriminatory basis upon receipt of an application and payment of dues.

Membership assumes the commitment to participate in and contribute to the activities of ICL.

## ARTICLE VI - ORGANIZATION

The overall governing body of ICL shall be the General Membership.

General management of the affairs of ICL and the actions required to accomplish the daily operations of ICL shall be directed by the ICL Board (ref. Article VII).

Special activities and responsibilities shall be delegated as required for accomplishment by appointed ICL committees (ref. Article IX).

## **ARTICLE VII - ICL BOARD**

The ICL Board shall consist of:

- Executive Board
- Immediate Past President
- Standing Committee Chairpersons
- Members at Large
- YHC Representative ex officio
- Member at Large Emeritus

The President shall chair the Board.

The Board shall meet once per program year quarter. Special meetings may be called by the President as required.

A quorum for the Board shall consist of a simple majority of all Board members.

Vacancies of elected Officers and/or Board members shall be filled by the President with the approval of the Board.

## **ARTICLE VIII - EXECUTIVE BOARD**

The ICL Executive Board shall consist of the following officers:

- President
- Vice President
- Secretary
- Treasurer

The ICL President shall preside at General Meetings and all Board meetings and shall serve as an ex officio member of all committees. It shall also be the responsibility of the President to explain the operation of the Board to new Board members and to define the expectations of Board members.

The Vice President shall act for the President in his/her absence and shall perform such other duties as may be requested by the President.

The Secretary shall take minutes of the ICL General and Board meetings and shall maintain the ICL records and documentation.

The Treasurer shall be the financial officer of ICL; shall report the financial status of ICL at all Board meetings; and shall maintain the ICL bank account.

Officers shall be elected by the General Membership for a term of one (1) year at the January Meeting. Their term of office shall begin upon their election.

No member shall hold more than one (1) office at a time.

## **ARTICLE IX - COMMITTEES**

Standing Committees shall be:

Promotion & Publications - The purpose is to publicize ICL to the community, interest

individuals in joining ICL and publish the ICL Bulletin.

Curriculum - The purpose is to put together each quarter's academic program and to follow curriculum guidelines as established in Article III.

Finance - The purpose is to prepare an annual budget in consultation with the Treasurer, and project the financial future of ICL. The Finance Chair shall annually perform an internal audit of the ICL books and prepare a detailed report of findings to the Board. The Treasurer shall be an ex officio member of this committee.

Registration and Membership - The purpose is to manage the membership and course registration process, inform individuals regarding the benefits and responsibilities of membership and develop a social component of ICL.

A change in the number or type of Standing Committees may be accomplished by amending the Bylaws (ref. Article XVI).

Committee chairpersons shall be appointed by the President. They shall participate in all Board meetings.

Ad hoc committees shall be appointed by the President as required. NOTE: Ad hoc committees are not considered Standing Committees and the chairpersons are not voting members of the Board.

#### **ARTICLE X - BOARD MEMBERS AT LARGE**

By 2016 the number of the Members at Large will be reduced to a total of 6.

Members at Large shall be elected by the General Membership at the January General Meeting.

Members at Large shall serve as voting members of the Board.

ICL Officers and chairpersons of the Standing Committees shall not be eligible for consideration as Members at Large.

Members at Large shall serve a term of two (2) years.

Members at Large cannot serve consecutive terms.

Members at Large may be replaced at the discretion of the President and with the approval of the Board if they are absent from two or more Board meetings during the program year.

#### **ARTICLE XI - YOUNG HARRIS COLLEGE REPRESENTATIVE**

The YHC representative will interface with ICL in order to establish a working relationship, resolve problems, commit YHC resources, and assist with further development of ICL for the benefit of its members. The YHC representative is an ex officio member of the Board.

#### **ARTICLE XII - NOMINATIONS AND ELECTIONS**

A Nominations and Elections Committee, consisting of the three (3) ICL members, none of whom shall be a candidate, shall be appointed by the Vice President and approved by the Board not less than two (2) months prior to the elections.

It shall be the duty of the Nominations and Elections Committee to nominate candidates for the offices to be filled at the January General Meeting. The names and brief biographies of all candidates nominated by the committee shall be included in the election notice sent to the General Membership. All nominees must be paid members of ICL.

The election of ICL Officers and Members at Large shall take place at the January General Meeting.

Additional nominations of Officers and Members at Large shall be allowed from the floor at the January General Meeting prior to the election.

Voting shall be by show of hands or via voice, under the supervision of the Nominations and Elections Committee.

Vacancies on the Nominating and Elections Committee shall be filled by the President.

### **ARTICLE XIII - FINANCES**

The funds of ICL shall be under the supervision of the Finance Committee.

Membership dues and class fees shall be approved by the Board.

Dues shall be reviewed by the Board annually for adjustment as necessary based upon the recommendation of the Finance Committee.

The General Membership shall be informed of the membership dues requirement for the upcoming program year at the January General Meeting.

The fiscal year shall be January 1 to December 31. Annual membership dues shall be payable at the beginning of the fiscal year or at the time of application for membership.

An audit of the financial records of ICL shall be required annually.

### **ARTICLE XIV - RECORDS**

Books, records, papers, etc. of ICL relating to its organization, activities and business shall be kept at a place designated by the Executive Board. Such records shall be maintained by the Secretary and made available to the General Membership at any time.

### **ARTICLE XV - PARLIAMENTARY PROCEDURE**

Robert's Rules of Orders shall be used to govern the parliamentary procedures of ICL meetings. A Parliamentarian shall be appointed by the President if required.

### **ARTICLE XVI - AMENDMENT OF BYLAWS**

Amendments to the Bylaws may be proposed by motion at any Board meeting or by a petition signed by fifteen (15) members of ICL.

Proposed amendments shall be referred to the Executive Board for study. The Executive Board will present the proposed amendment to the Board and, if approved by a two-thirds majority of the Board members, the amendment shall be submitted at least two (2) weeks prior to the next scheduled General Meeting. A

proposed amendment may be adopted by a majority vote of those present at the General Meeting. Unless otherwise stated, the proposed amendment, if adopted, becomes part of the Bylaws upon adoption.

General operating procedures are excluded from these amendment procedures--since they do not effect policy as defined by the Bylaws and are approved and modified as a part of the Board's responsibilities.

# APPENDIX A



## LETTER OF AGREEMENT BETWEEN YOUNG HARRIS COLLEGE AND INSTITUTE FOR CONTINUING LEARNING

The Institute for Continuing Learning (ICL) and Young Harris College (YHC) understand that the purpose of this agreement is to outline and document ICL's affiliate status with YHC.

Young Harris College (YHC) agrees to the following provisions:

1. Free classroom space and associated utilities (e.g., electricity, heating and air conditioning, restroom facilities) for ICL classes. Scheduling for the use of specific classrooms or college space must not conflict with normal YHC operations.
2. Use of office space, computer, and telephone at no charge.
3. Use of space for meetings and social gatherings at no cost. Scheduling for the use of these spaces must not conflict with normal YHC operations.
4. Use of YHC library services, subject to the conditions established by the YHC Librarian.
5. Use of YHC copying resources for black and white copies. Color copies will be charged the current college rate per page.
6. Use of YHC audio-visual equipment and aids, subject to availability.
7. A course audit privilege for ICL members comprised of a 50% discount on tuition with supply or lab fees per YHC price list annually. Space for audit students is contingent on remaining course slots after YHC students have completed schedule changes and drop/add process.
8. Access to YHC faculty for instructional purposes. ICL understands that such services are voluntary and must not conflict with YHC duties.
9. The assignment of a YHC representative to liaison and assist in planning and conducting ICL programs and events. The YHC representative is an ex-officio voting board member and provides relevant YHC updates through written or in-person reports at quarterly board meetings or as necessary.



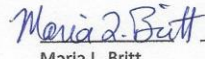
The Institute for Continuing Learning (ICL) agrees to the following provisions:

1. To provide YHC with a forum for mature adults to share mutual interests in intellectual studies, cultural enrichment, and volunteer opportunities.
2. To support YHC's educational, cultural, recreational, and advancement goals including, but not limited to, fund raising activities to support local students.
3. Will submit a schedule of event/classes to YHC liaison for approval of content before advertising and/or offering the events/classes.
4. Will provide addresses and vehicle information for all ICL class participants, solely for use by YHC in connection with YHC events, programs, and newsletters.
5. Will purchase and distribute parking permits to class participants and require display of the permit while attending ICL classes on campus.
6. Agree that any changes/improvements to the ICL occupied space must be approved by the President or Vice President of Finance and Operations, and will be at the expense of ICL.
7. Abide by the rules and regulations of YHC and to take prudent actions to reduce YHC liability.
8. Bulletins for ICL classes will include the following statement:  
ICL is affiliated with Young Harris College, which provides facility space and general resources for ICL program delivery. Course offerings, instructors, and opinions expressed therein do not reflect the views of Young Harris College.
9. Reimbursement to YHC at the rate of \$1600.00 per year to defray the cost of services provided.
10. To be financially responsible for administrative support, publications, office supplies, advertising, mailings, software subscriptions and community organization memberships.

ICL agrees to engage in activities only outlined in this agreement.

  
Daniel Wright  
VP for Finance and Operations

2-15-22  
Date

  
Maria L. Britt  
President of ICL

2-15-2022  
Date