

NEWSLETTER CORRECTIONS

Bylaw corrections:

4.

ARTICLE VI: Resignation, Removal and Vacancy

D. ~~I~~ In order to meet Quorum at a Regularly Monthly Board Meeting should the President and Vice President office be vacated, MGS shall be nominated and elected as Director(s) Pro Tem by the KSECA MGS in attendance for such meeting only. **In the newsletter on page 4 it mistakenly reads "Pro Term".**

Rationale: Misprint. "I order" amended to "In order".

9.

Article III: Meetings

Section 1: The Annual General Meeting (AGM) - F. Quorum - Quorum for any AGM ~~meeting~~ shall consist of twelve (12) MGS. **In the newsletter on page 5 the word "meeting" mistakenly was not stricken.**

Rationale: Deleted "meeting", AGM meeting is redundant.

Bylaw amendments:

2.

Article III: Meetings

SECTION 2: Regular Monthly Board Meeting **In the newsletter on page 5 it mistakenly reads "The Annual General Meeting (AGM)".**

D. No BOD member shall vote by proxy at board meetings.

Rationale: The language of §421J-5 (d) Meetings of the BOD; committee or subcommittee is being added to clarify proxy use.

8.

Article VIII: Committees and Contracting Services

SECTION 2: Contracting

A. The Board shall have the power to contract with contractors and/or persons as it determines qualified to provide materials, services, etc. to the Association, but any such contract shall be an independent contractor agreement and not a contract of employment. ~~Contracts shall not extend beyond the term of the Board that was in office when such contract was awarded.~~ Members of the Board may not bid for contracts. **In the newsletter on page 6 the letter "A" mistakenly was not underlined to indicate that the Paragraph was inserted as explained in the Rationale.**

B. Standard contract(s) shall be awarded for a period running from July 1 to June 30 of the following year for maintenance, repairs, clerical and labor services. Specialized professional service contract(s) will be executed for each required length of the time as needed.

C. Any contract shall include an early termination clause on behalf of KSECA, specifying "without cause" language included.

Rationale: Inserted letter "A". to create subsections that are needed. Inserted letter "B." This language was suggested by the KSECA BOD to facilitate future boards. There are too many initial responsibilities for incoming directors. Inserted letter "C." with language keeps KSECA protected under any circumstance.