

March 2018 Draft

ARTICLES OF INCORPORATION

KENYA SCHOLARS AND STUDIES ASSOCIATION

Preamble

Kenya Scholars and Studies Association (herein after called KESSA) is an independent nonprofit professional Association established in the United States for the exclusive purpose of advancing scholarly, scientific, and research work on the Republic of Kenya. Its membership is drawn from all disciplines and persuasions.

Article I: The Name of the Association

- 1.1 Name:** The name of the Association shall be the Kenya Scholars and Studies Association, herein referred to as KESSA.

Article 2: Offices of KESSA

- 2.1 Principal Office:** The principal office of KESSA shall be Department of Geography, Bowling Green State University. KESSA may have such other offices from time to time be designated by the Governing Council or its members. The mailing address of KESSA shall be c/o Department of Geography, Bowling Green State University, Bowling Green, OH 43403

Article 3: Specific Objectives and Purpose

- 3.1 Specific Objectives:** The primary objectives and purpose of KESSA shall be to:
- a) promote scholarly, scientific and research work in or about Kenya in all academic disciplines and persuasions.
 - b) promote and facilitate cooperation through the exchange of ideas and meaningful dialogue among groups and/or persons engaged in scholarly, scientific, and research on Kenya.
 - c) encourage and facilitate the dissemination of information, publications, and other scholarly works on Kenya.
 - d) organize workshop panels, discussions, symposia, and conferences on Kenya.
 - e) raise funds in support of the above activities.
 - f) Mentor young and upcoming Kenyan scholars.
- 3.2 Means of Achieving Objectives:** KESSA shall achieve its objectives through regular conferences and meetings; networking; fund raising and accepting donations, legacies, and bequests; creating affiliates and branches; supporting and mentoring members; developing policies for members and affiliates; and partnering and collaborating with other organizations and individuals for the advancement of KESSA's objectives.
- 3.3 Equal Opportunity Organization:** KESSA is an equal opportunity organization. It shall not discriminate against any person on grounds of race, religion, political affiliation, gender, age, physical disability, marital status, or ethnicity.
- 3.4 Duration:** KESSA shall have perpetual duration, unless dissolved by the members or law.
- 3.5 Termination:** The corporate existence of KESSA may be terminated by a vote of, or written petition of 2/3 of all members, or by the Secretary of State, Ohio, if and when the existence of KESSA ceases to be legal.

Article 4: Membership

- 4.1 Types of Membership:** Membership shall be open to all Kenyan scholars and non-Kenyan scholars and researchers with interest in Kenya. There shall be five types of membership in KESSA: (a) Regular Membership, (b) Student Membership, (c) Associate Membership, (d) Honorary Membership, (e) Institutional Membership, and (f) Founding Members.
- 4.2 Regular Membership:** Regular Members shall consist of Kenyan-born persons and/or naturalized Kenyans.
- 4.3 Student Membership:** Student Members shall consist of (i) Kenyan students who are currently enrolled, on a full-time basis, in recognized institutions of learning; (ii) Non-Kenyan students with research interests in Kenya.
- 4.4 Associate Membership:** Associate Membership shall, upon application to the Governing Council, be conferred to non-Kenyans with research interests in Kenya.
- 4.5 Honorary Membership:** Honorary Membership shall consist of distinguished individuals upon whom KESSA through the Governing Council wishes to confer such membership.
- 4.6 Institutional Membership:** Institutional Membership shall be extended to any organization that is desirous and committed to support the purpose of KESSA subject to approval by the Governing Council.
- 4.7 Founding Members:** The four members who co-founded KESSA, viz, Kefa Otiso, Francis Koti, Maurice Amutabi and Charles Manyara and/or their successors provided that they shall be in good standing, shall be the founding members of the Advisory Board from time to time. In the event of a vacancy occurring in the founding members' cohort, the remaining founding members shall make a replacement by consensus or vote.
- 4.8 Membership Fees:** Membership fees shall be determined from time to time by the Governing Council.
- 4.9 Payment of Membership Fees:** All members shall be required to pay membership dues as designated by the Governing Council. Such membership dues, shall be payable whether or not one attends the Annual General and Special Meetings of KESSA.
- 4.10 Transferability:** Membership is personal to the individual member. It shall not be sold, assigned or otherwise transferred in any manner from one person to another.
- 4.11 Members in Good Standing:** Members in good standing in KESSA shall be those persons meeting the requirements for eligibility for membership in KESSA set forth in herein; who have applied for membership pursuant to requirements established by the Governing Council from time to time; and who have been admitted to membership and have not been suspended or terminated pursuant to these Articles and are current in their obligations to KESSA.
- 4.12 Compensation:** No dividend shall be paid and no part of the income or profit of KESSA shall be distributed to the members. However, KESSA may pay compensation in a reasonable amount that may be determined by KESSA Governing Council, for services rendered to KESSA.
- 4.13 Rights and Privileges:** All members who are in good standing are entitled to all rights and privileges of KESSA upon payment of membership dues established by the Governing Council. Any member shall have the right to attend meetings and conferences, access KESSA's support in writing and

publishing. Only persons with full membership status shall enjoy the rights and benefits of holding office and voting, upon satisfying the requirements stipulated in these Articles as well as participating in the deliberations of the members.

- 4.14 No-liability:** A member shall not, as such, be personally liable for the debts, liabilities, or obligations of KESSA.
- 4.15 Cessation of Membership:** All rights of a member in KESSA shall cease on termination of membership as herein provided. Any member may withdraw or resign from KESSA in writing at any time. However, membership dues and assessments shall be non-refundable. Membership shall terminate upon the occurrence of any of the following events:
- a) upon the member's notice of termination delivered to the President or Secretary of KESSA personally or by mail,
 - b) upon the member failing to renew his or her membership on or before the due date and following a 30 days' written notification. The member may avoid such termination by paying the amount of delinquent dues within a 30 day period following the member's receipt of the written notification of delinquency, and
 - c) after providing the member with reasonable written notice and an opportunity to be heard either orally or in writing, upon a determination by the Governing Council that the member has engaged in conduct materially and seriously prejudicial to the interests or purposes of KESSA.
- 4.16 Notice of Suspension:** Written notice of intent to recommend the suspension or termination of a member shall be mailed to the member concerned at least 30 days prior to the effective date of the termination or suspension. Such notice shall include the reasons for the proposed action. The member shall retain the right to a hearing, or resignation in lieu of suspension or termination.
- 4.17 Reinstatement:** Membership shall be reinstated upon:
- a) the member making a payment of the membership dues owing to KESSA and any sums of money that shall be determined by the Governing Council;
 - b) the Governing Council determining that the reasons upon which the suspension or termination of the member is based are not valid; and
 - c) the member makes amends or reparation as may be directed by the Governing Council.

Article 5: Discipline, Decorum, and Dispute Resolution

- 5.1 Members' Conduct:** Members shall conduct themselves with decorum, integrity, and responsibility in the affairs of KESSA with one another.
- 5.2 Cause for Suspension:** Members who engage in lawlessness, disorder, and public nuisance shall be suspended from KESSA pending investigation. Investigations into the alleged conduct shall be carried out by a duly constituted Disciplinary Sub-Committee which shall make its recommendations to the Governing Council for a decision.
- 5.3 Criminal Activities:** Members who are suspected of engaging in criminal activities or conduct shall be subjected to immediate suspension from all activities of KESSA pending investigation by the Disciplinary Sub-Committee.
- 5.4 Dispute Resolution:** In case of a dispute between members in relation to KESSA affairs, the parties involved shall cooperate in good faith to amicably resolve the dispute. If the parties cannot agree, the Governing Council shall intervene to resolve the dispute.

Article 6: Meetings of Members- General Assembly

- 6.1 Venue:** The General Assembly or meetings of members shall be held at the principal office of KESSA or at such other place or places as may be designated from time to time by the Governing Council.
- 6.2 Types of Meetings:** There shall be two types of meetings: (i) Annual General Meetings, and (iii) Special Meetings.
- 6.3 Annual General Meetings:** Each year, the Governing Council shall convene a regular meeting of the members, also known as the General Assembly, first week of September or at another time the Council designate. The agenda of the AGM shall include KESSA Annual Conference, consideration of KESSA's statement of revenue and expenditure, and any other business that may come before the meeting.
- 6.4 Conducting the Meetings:** The President of the Governing Council shall preside over the AGM or, in his/her absence, by the Council Vice President or, in his/her absence, by the Council Secretary or, in the absence of all of these persons, by a chairperson chosen by a majority of the voting members present at the meeting.
- 6.5 Recording Proceedings:** The Secretary shall record the business of all the meetings, provided that, in his/her absence, the Council President shall appoint another person to act as secretary of the meetings. The record date for determining the members entitled to attend and participate at a meeting shall be established the last day of the month preceding the meeting. A register of the members will be prepared and made available for inspection, at least two business days following the notice date until the date of the meeting.
- 6.6 Special Meetings:** Special Meetings may be convened by the Council, or by not less than 25 percent of the members at any time (i) to transact urgent matter(s) affecting the affairs of KESSA and/or its members, and/or (ii) if for any reason no annual general meeting was held as scheduled. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all members present at such meeting.
- 6.7 Notice of Meetings:** The Secretary shall cause to be mailed to every member a notice indicating the agenda date, place, and time of such meetings in accordance with meeting notification procedures set herein. A formal notice of an AGM shall be issued to all members in good standing no later than the 30 days preceding the meeting. A formal notice of a special meeting shall be issued to all members in good standing at least 14 days prior but not more than 50 days before the date of the meeting. The said notice shall be communicated by personal delivery, electronic mail, telefax, or postal mail in a prepaid postage and sealed envelope addressed to the member at such address as appears in the register. The notice shall include the agenda, KESSA's financial report, and President's report.
- 6.8 Personal Notification:** Personal notification includes notification by telephone, fax, text message, email or snail mail, provided however, in the case of fax or snail mail notification, the member shall acknowledge personal receipt of the notice by a return message or telephone call within twenty-four hours of the reception.
- 6.9 Quorum of Members:** Not less than 25 percent of the members shall constitute a quorum in order to conduct the business of KESSA. Such quorum shall not be vitiated by the subsequent absence or removal of members during the meeting.

- 6.10 Lack of Quorum:** If a quorum is not realized, the meeting shall be adjourned. The Secretary shall reconvene another meeting with a 14 days' notice. However, if quorum is not realized for two consecutive times, a majority of the members present may reschedule the meeting without further notice.
- 6.11 Making Decisions:** KESSA shall make decisions by consensus. However, the vote of a majority of members in good standing, present and entitled to vote at a properly constituted meeting, shall be sufficient to constitute the decision of the membership unless the vote of a greater number is required by law or these Articles. The decisions made in duly convened meetings shall be binding on all the members.
- 6.12 Voting Rights:** Each member of good standing is entitled to one vote on each matter submitted to a vote. Voting at duly held meetings secret ballot or any other method as shall be determined by the members.
- 6.13 Action by Written Ballot:** Except as otherwise provided under these Articles, or law, any action which may be taken at any meeting of members may be taken without a meeting if KESSA distributes a written ballot to each member entitled to vote on the matter. The ballot shall:
- a) set forth the proposed action,
 - b) provide an opportunity to specify approval or disapproval of each proposal,
 - c) indicate the number of responses needed to meet the quorum requirement and, except for ballots soliciting votes for the election of directors, state the level of affirmation necessary to approve the motion proposed, and
 - d) specify the date by which the ballot must be received by KESSA to be counted. The date set shall afford members a reasonable time for returning the ballots.
- 6.14 Delivery of Ballots:** Ballots shall be mailed or delivered physically or electronically in the manner prescribed for serving notices for meetings as specified in these Articles. Approval of actions by written ballot shall be valid only when the number of votes cast within the time specified equals or exceeds the quorum required at the meeting authorizing the action, and approvals equal or exceed the number of votes that would be required to approve the action at a meeting at which the total number of votes cast equal the number of votes cast by ballot.
- 6.15 Veto Power:** The four founding members shall retain a veto power provided that such power shall be exercised unanimously on decisions about the alteration of KESSA's mission, or existence of KESSA, or other equally significant question. The veto power shall be exercised only once each year except for decisions relating to questions or issues already concluded during the same year.

Article 7: Governance Structure- Governing Council

- 7.1 Governing Organs:** KESSA's governing organs shall be: (a) the Governing Council herein referred to as the Council, (b) the Executive Committee herein referred to as the Executive; (c) the Advisory Board herein referred to as the Board; and (d) the General Assembly.
- 7.2 Governing Council:** The Council shall be the supreme governing organ of KESSA comprising seven Executive Committee members as defined in Article 9.1 herein and six Regional Representatives.
- 7.3 Regional Representatives:** The Regional Representatives shall comprise two student members, three members from the USA, and one member from Canada provided that one of the two students shall represent Kenya.

- 7.4 Qualities of the Governing Council:** The Council shall be composed of individuals who are of good standing for at least one calendar year; who are committed to the mission of KESSA; and who understand their roles as fiduciaries in performing the duties of the Council. The Council members shall perform their duties in good faith, with due care, and in the best interest of KESSA.
- 7.5 Elections of Governing Council Members:** Pursuant to Article 7.2 herein, the seven Executive Committee members shall be elected every two years at the Annual General Assembly or Special General Assembly. The six Regional Representatives as defined in Article 7.3 shall be appointed by the Executive Committee to constitute the Council. All candidates shall be appointed or elected based on skill and expertise, resourcefulness, diversity, and regional representation.
- 7.6 Nomination of Candidates:** The Secretary shall notify members the positions of the Council that will fall vacant and for which elections shall be held and invite nominations through the prescribed forms from eligible members at least 60 days prior to the day of elections. Nomination forms shall be returned to the Secretary at least 40 days prior to the elections day. The notice for elections shall state the names of the candidates with their respective brief biographies vying for positions declared vacant.
- 7.7 Mode of Elections:** Members of the Council may be elected by secret ballot. Such ballots shall list the persons nominated at the time the ballots are mailed or delivered. Members can also vote by written proxy or absentee ballot.
- 7.8 Duties of the Governing Council:** The Council shall establish and periodically review the Articles and policies to ensure the effective governance and management of KESSA. Specifically, the functions and responsibilities of the Council shall include:
- a) **Determining KESSA's Mission and Purpose.** The Council shall create and review a statement of mission and purpose that articulates KESSA's goals, strategies, means, and primary constituents.
 - b) **Building a Competent Council.** The Council shall articulate prerequisites for candidates, orient new members, and periodically and comprehensively evaluate their own performance.
 - c) **Ensuring Effective Planning.** The Council shall actively participate in an overall planning process and assist in implementing and monitoring the goals of KESSA.
 - d) **Establishing Affiliates:** The Council may establish KESSA affiliates and branches anywhere in the world and ensure representation.
 - e) **Monitoring and Strengthening Programs and Services.** The Council shall determine which programs are consistent with KESSA's mission and monitor their effectiveness.
 - f) **Ensuring Sound Financial Management.** The Council shall ensure proper financial management to promote accountability, transparency, prudence, efficiency, effectiveness, and economy for KESSA. The Council shall be responsible for developing financial management systems including financial strategies as well as standard operating procedures; preparing annual budgets; raising funds; safeguarding assets; maintaining accurate and reliable financial records; instituting internal controls; preparing financial statements in conformity with GAAP.
 - g) **Ensuring Legal and Ethical Integrity.** The Council shall ensure that KESSA adheres to legal standards and ethical norms.
 - h) **Enhancing KESSA's Public Standing.** The Council shall clearly articulate KESSA's mission, accomplishments, and goals to the public and garner support from the community.
 - i) **Council's Operations.** The Council shall be responsible for its own operations, including periodic (i.e., at least once every two years) evaluation of its own performance.
 - j) **Performance Standards.** The Council shall develop performance expectations and hold Council members accountable for attendance at meetings, participation in fundraising activities, committee service, and involvement in program activities.

- k) **Development Strategy**. The Council shall establish a rigorous Council development strategy for recruiting and selecting new Council members and ensuring that the Council has an appropriate mix of talent, connections to the community, and diversity.
 - l) **Self-Monitoring**. The Council shall be responsible for the orientation, education, and where appropriate make recommendation to the members for the suspension or disciplinary action of Council members.
 - m) **Management Oversight**. The Council shall ensure that KESSA is run well.
- 7.9 Council Meetings**: Council meetings shall be convened by the Secretary in consultation with the President as frequently as needed to fully and adequately conduct the business of KESSA provided that a notice of 14 days shall be given. At a minimum, the Council shall meet four times a year.
- 7.10 Council Agenda**: Council agenda shall be strategically structured around decision-making in a way that facilitates efficient, effective, and engaging meetings. Accurate minutes reflecting Council actions shall be kept and distributed to all Council members by the Secretary.
- 7.11 Council Quorum**: **Seven** members shall constitute a quorum to transact business at any meeting of the Council. If less than five of the members of the Council are present at the said meeting, the Secretary may reschedule the meeting to another day provided that a notice of 14 days shall be given notice. If a quorum is not realized for the second consecutive time, a majority of the members of the Council present may reconvene the meeting without further notice. Decisions of duly convened Council meetings shall be binding upon all Council members.
- 7.12 Council Decisions**: The members of the Council shall make decisions by consensus. Save for termination of KESSA as defined in Article 3.5, the vote of a majority of the members present shall be sufficient to constitute the decision of the Council.
- 7.13 Committee Decisions**: Council committees shall report their decisions to the full Council. Those decisions shall be reflected in the Council minutes.
- 7.14 Waiver of Notice**: Whenever a notice of a meeting is required to be given to any member of the Council, a waiver of the notice in writing by the member shall be equivalent to the service of such notice.
- 8.15 Compensation**: Council members shall serve without compensation for their services as Council members. However, the members may be provided reasonable reimbursement for expenses directly related to performing their services. Any payments to the members shall be approved in advance in accordance with KESSA's Conflict of Interest Policy, as set forth in Article 17 of these Articles.
- 8.16 No liability of Council Members**: The members of the Council shall not be personally liable for the debts, liabilities, or other obligations of KESSA.
- 8.17 Removal of Council Member from Office**: Any member of the Council may be removed from office by a vote of the Council members for gross misconduct, conviction of a crime, **failure or neglect of his/her duties** and responsibilities, incapacitation, or imprisonment. The removal of the member shall be without prejudice to the contract rights, if any, of the member. With the approval of the Board the Council may fill the vacancy for the unexpired portion of the officer's term. **A Council member, who misses three consecutive meetings without prior communication shall be deemed to have vacated office.**

8.18 Resignation: A member of the Council contemplating of resigning, shall submit a 30 days' written notice to the Secretary. The President and Treasurer can only resign after rendering a satisfactory financial statement to the Board.

8.19 Filling Vacancies: The Council may fill a vacancy arising from an official vacating office pursuant to Article 8.17 on temporary basis until the next Annual General Meeting or the Special Meeting makes a substantive appointment. Similarly, the Council upon considering a resignation under Article 8.18 herein, may appoint a temporary replacement until the next Annual General Meeting or the Special Meeting fills the vacancy. Any interim appointee shall hold such office for the unexpired term and until a successor is nominated or elected. An interim appointee may stand for office at the end of the unexpired term and will begin a regular term upon election at the annual meeting.

Article 9: The Executive Committee

9.1 Executive Committee: The Committee shall consist of the following: (a) President; (b) Vice President; (c) Secretary; (d) Assistant Secretary; (e) Treasurer; (f) Assistant Treasurer; and (g) Organizing Secretary.

9.2 Responsibilities: Responsibilities of the Executive shall include:

- a) jointly with the Council developing vision, mission, and strategies of KESSA,
- b) jointly with the Council creating and implementing management systems and operational structures for KESSA,
- c) developing and managing programs geared toward accomplishing KESSA's goals,
- d) fundraising,
- e) performing day-to-day operations of KESSA,
- f) stakeholder engagements,
- g) maintaining financial records of KESSA,
- h) safe custody of KESSA's property and assets,
- i) implementing effective internal control system,
- j) filing statutory and tax returns,
- k) maintaining members' records,
- l) member recruitment, and
- m) any other duties as may be delegated by the Governing Council.

9.3 Duties of the President: The President shall be Chief Executive Officer of KESSA and shall supervise and control business and affairs of KESSA. He or she shall preside over all Council as well as the Executive Committee meetings; set agenda and ensure that KESSA is operating in conformity with its goals and purposes; ensure an orderly management of the business of KESSA; and maintain communication with KESSA membership and the Council. He or she may also sign deeds, mortgages, bonds, contracts, or other instruments on behalf of KESSA. In general, he/she shall perform all duties incident to the office of the President and such other duties as may be assigned from time to time by the Council. He or she shall assign officers and or members to undertake special or regular tasks on behalf of KESSA. The President shall coordinate all activities concerning KESSA. In case of a tie during a vote in Council and/or the Executive Committee meetings, he or she shall be responsible for breaking the tie.

9.4 Duties the Vice President: The Vice President shall in the absence, disability, or delegation by the President, perform the duties and exercise the authority and powers of the President, serve as KESSA's publicity officer and, coordinate the Regional Representatives.

9.5 Duties of the Secretary: The Secretary shall:

- a) certify and keep at the principal office of KESSA the original, or a copy, of these Articles as amended or otherwise altered to date;
- b) convene all Council and Executive meetings in consultation with the President,
- c) keep record of minutes of the Council and the Executive meetings;
- d) keep all records, documents, the seal of KESSA,
- e) give proper and timely notices of General Assembly meetings to all KESSA members,
- f) consult the President on the business to be transacted by the Council and the Executive meetings,
- g) in the absence of the President and the Vice President, Secretary shall convene and preside over meetings;
- h) to affix KESSA seal to duly executed documents of KESSA,
- i) keep a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased,
- j) in general, perform all duties incident to the office of secretary and such other duties as may be required by law, or by these Articles, or which may be assigned to him or her from time to time by the of Council.

9.6 Duties of Assistant Secretary: The Assistant Secretary shall deputize the Secretary at all times and shall undertake all functions as stated in Article 9.5 herein in the absence of the Secretary and/or any other duties as may be assigned or delegated by the Council.

9.7 Duties of the Treasurer: The Treasurer shall:

- a) be the accountant of KESSA,
- b) have charge and custody of, and be responsible for, all funds and securities of KESSA, and deposit all such funds in the name of KESSA in such banks, trust companies, or other depositories as shall be selected by the Council,
- c) receive, and give receipt for, monies due and payable to KESSA from any source whatsoever,
- d) disburse, or cause to be disbursed, the funds of KESSA as may be directed by the Council,
- e) collect and report all funds collected at every meeting to the entire membership at the end of every meeting,
- f) maintain all financial records of KESSA and render quarterly financial statements,
- g) keep and maintain adequate and correct accounts of KESSA's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses,
- h) on request, exhibit at all reasonable times the books of account and financial records to any member of the Council,
- i) render to the President, whenever requested, an account of any or all of his or her transactions as treasurer and the activities and financial condition of KESSA,
- j) prepare, or cause to be prepared, and certify, or cause to be certified, KESSA's financial statements to be included in any required reports,
- k) prepare bank reconciliations,
- l) maintain a sound financial management system for KESSA,
- m) issue check(s) for expenses or make payments on behalf of KESSA,
- n) spearhead marketing and fundraising efforts on behalf of KESSA, and
- o) in general, perform all duties incidental to the office of treasurer and such other duties as may be required by law, or these Articles, or which may be assigned to him or her from time to time by the Council.

- 9.8 Duties of Assistant Treasurer:** The Assistant Treasurer shall deputize the Treasurer and shall undertake all functions as stated in Article 9.7 herein in the absence of the Treasurer and/or any other duties as may be assigned or delegated by the Council.
- 9.9 Duties of Organizing Secretary:** The Organizing Secretary shall be responsible for all outreach programs and events and publicity activities of KESSA. He/she shall arrange for events, event venues, guests, pictures, videos, gifts, and other relevant resources for these events as well as any other duties as my assigned or delegated by the Council.
- 9.10 Duties of the Regional Representatives:** The duties of the Regional Representatives shall be to publicize the organization, recruit new members, and assist the Executive with any assigned/delegated duties from time to time.
- 9.11 Duties of the Student Representatives:** The duties of the Student Representatives shall be to publicize KESSA, recruit new members, and assist the Executive with any assigned/delegated duties.
- 9.12 Meetings and Quorum:** The Executive shall hold as many meetings as are necessary, but in any case, not less than four in each year, to transact the business of the Council. The Secretary in consultation with the President shall convene each meeting with a 7 days' notice period unless such notice is waived. The quorum of the Executive meetings shall be **five**, but if the quorum is not realized, the meeting shall be reconvened within the next seven days. The rescheduled meeting shall be held notwithstanding the quorum. Decisions of duly convened Executive meetings shall be binding upon all the Executive members.

Article 10: Advisory Board

- 10.1 Advisory Board:** There shall be an Advisory Board consisting of five members, three members from the outgoing Executive Committee and two Founding Members. The Executive members shall be nominated by the Council while the Founding Members' representatives shall be nominated by the Founding Members cohort as defined in Article 4.6.
- 10.2 Officials of the Board:** The officials of the Board shall be chairman, vice chairman, and secretary who shall be appointed in the first meeting of the Board.
- 10.3 Tenure of Advisory Board:** For the period preceding the retirement of the current Executive.
- 10.4 Quorum and Meetings:** The Board shall conduct its meetings as provided by these Articles.
- 10.5 Compensation:** The members of the Board shall receive no compensation for carrying their duties. However, the Council may adopt policies providing for reasonable reimbursement of the members' expenses incurred in conjunction with carrying out KESSA's responsibilities.
- 10.6 Cessation from Office:** Any member of the Board may leave office and be replaced as provided in Article 8 herein.
- 10.7 Role of the Board:** The role of the Board shall be:
- to preside over KESSA elections,
 - render advice to the Executive and the Council,
 - to promote the purpose and activities of KESSA,
 - to support the incoming Council as provided in Article 11 of these Articles,

- e) oversee the activities of KESSA:
 - i) arbitrate on membership issues,
 - ii) make recommendations matters of leadership concerns to the members,
 - iii) Initiate, draft and forward to the Council bylaws to govern the operations of the organization,
 - iv) Formulate fundraising strategies for the Council to implement
- f) Perform duties of care including reviewing important financial information and verifying that KESSA is adequately funded.

Article 11: Transition

- 11.1 **Transition of Administration:** The outgoing members of the Council shall ensure a smooth transition of power and the affairs of KESSA to their successors.
- 11.2 **Transition Period:** Newly elected Council officials shall understudy the outgoing officials for a maximum period of three months before formally assuming office.
- 11.3 **Transfer of Power:** During the transition period, the immediate former Council officials shall transfer all instruments of power to their successors including KESSA's registration documents, EIN, as well as IRS related information; members' register; financial records; KESSA's assets and liabilities; bank accounts; bank mandate transfer; KESSA's information systems including websites, email, Facebook and similar media accounts as well related credentials, passwords and keys; audited financial statements; previous KESSA minutes; contracts/agreements; relevant State/Federal government information/documents.

Article 12: Sub- Committees

- 12.1 **Establishing Sub-Committees:** The Governing Council may establish Sub-Committees and ad-hoc committees as may be necessary for the efficient running the affairs of KESSA. The members of the Sub-Committees and ad-hoc committees shall serve for such period of time as shall be determined by the Council. The Council shall define the duties and roles of such committees.
- 12.2 **Meetings of Sub-Committees:** Meetings of the Sub-Committees shall be held in accordance with these Articles. The Council may also adopt rules to govern Sub-Committee meetings.
- 12.3 **Quorum:** Unless otherwise provided in the resolution of the Governing Council designating a Sub-Committee, a majority of the whole Sub-Committee shall constitute a quorum. A decision of a majority of the members present at a meeting of a Sub-Committee at which a quorum is present shall be the decision of the Sub-Committee.

Article 13: Accounting, Books and Records

- 13.1 **Books of Account and Records:** KESSA shall keep correct and complete books and records of account, minutes of the proceedings of the Council and Sub-Committees, and such other records as may be necessary or required by law at the registered or principal office of KESSA.
- 13.2 **Fiscal Year:** The fiscal year of KESSA shall be the calendar year, provided that if a different fiscal year is at any time selected for purposes of federal income taxes, the fiscal year shall be the year so selected.
- 13.3 **Annual Estimates of Revenue and Expenditure:** The Executive shall submit to the Council for approval the annual estimates of revenue and expenditure of KESSA within the first 15 days of each fiscal year. The Council may approve, or approve with amendments, or reject the proposed estimates.

If rejected, the estimates shall be returned to the Executive for amendment and resubmission to the Council for approval.

- 13.4 Authority to Incur Expenditure:** The Executive shall incur expenditure on behalf of KESSA based on the approved annual estimates of revenue and expenditure. However, the Executive may incur expenditure not included in the approved estimates provided that the Executive shall seek ex post authority from the Council for the expenditure immediately after the fact and render adequate explanation.
- 13.5 Execution of Instruments:** The Council, except as otherwise provided in these Articles, may authorize any officer or agent of KESSA to enter into any contract or execute and deliver any instrument in the name of and on behalf of KESSA, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind KESSA by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.
- 13.6 Checks and Notes:** Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of KESSA shall be signed by the approved signatories. The Executive Committee shall determine the signatories from time to time.
- 13.7 Deposits:** All funds of KESSA shall be deposited from time to time to the credit of KESSA in such banks, trust companies, or other depositories as the Council may select. KESSA's funds shall be properly accounted for in line with KESSA's policies and the generally accepted accounting principles. The Executive shall be responsible for prudent financial management for KESSA.
- 13.8 Gifts:** The Executive may accept on behalf of KESSA any donations, gifts, bequest, or devise for the purposes of KESSA.

Article 14: IRC 501(c)(3) Tax Exemption Provisions

- 14.1 Limitations on Activities:** No substantial part of the activities of KESSA shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and KESSA shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
- 14.2 Activities not Permitted:** Notwithstanding any other provisions of these Articles, KESSA shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
- 14.3 Prohibition Against Private Inurement:** No part of the net earnings of KESSA shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that KESSA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of KESSA.
- 14.4 Distribution of Assets:** Upon the dissolution of KESSA, its assets remaining after payment, or provision for payment, of all debts and liabilities of KESSA, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.
- 14.5 Private Foundation Requirements and Restrictions:** In any taxable year in which KESSA is a private foundation as described in Section 509(a) of the Internal Revenue Code, KESSA 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the

Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject KESSA to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article 15: Conflict of Interest and Compensation Approval Policies

15.1 Purpose of Conflict of Interest Policy: The purpose of this conflict of interest policy is to protect KESSA's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an official or director of KESSA or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

15.2 Definitions

- a) **Interested Person.** Any director, principal officer, member of a committee with Council or Executive delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.
- b) **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - i) An ownership or investment interest in any entity with which KESSA has a transaction or arrangement;
 - ii) A compensation arrangement with KESSA or with any entity or individual with which KESSA has a transaction or arrangement; or
 - iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which KESSA is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate Council or Executive or Sub-Committee decides that a conflict of interest exists.

15.3 Conflict of Interest Avoidance Procedures

- a) **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the members of the Council, Executive and Sub-Committees delegated powers considering the proposed transaction or arrangement.
- b) **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Council, Executive, and Sub-Committee meetings while the determination of a conflict of interest is discussed and voted upon. The remaining Council or Executive members shall decide if a conflict of interest exists.
- c) **Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the Council or Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- d) The chairperson of the Council, or Committee, or Sub-Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- e) After exercising due diligence, the Council, or Executive, or Sub-Committee shall determine whether KESSA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- f) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Council, or Executive, or Sub-Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in KESSA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
- g) **Violations of the Conflicts of Interest Policy.** If the Council, or Executive, or Sub-Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

15.4 Disciplinary and Corrective Action: If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Council, or Executive, or Sub-Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

15.5 Records of Board and Board Committee Proceedings: The minutes of meetings of the Council, Executive, and all Sub-Committee all committees with Council delegated powers shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Council's, or Executive's, or Sub-Committee's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

15.6 Compensation Approval Policies

- a) **Preclusion of a beneficiary member from voting:** A voting member of the Council, or Executive, or Sub-Committee who receives compensation, directly or indirectly, from KESSA for services is precluded from voting on matters pertaining to that member's compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from KESSA for services is precluded from voting on matters pertaining to that member's compensation.
- b) **Prohibition from providing information:** No voting member of the Council, or Executive, or Sub-Committees whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from KESSA, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- c) **Additional requirements and procedures:** When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the Council or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:
 - i) the terms of compensation shall be approved by the Council or compensation committee prior to the first payment of compensation;
 - ii) all members of the Council or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each Council member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section

4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):

- 1) is not the person who is the subject of the compensation arrangement, or a family member of such person;
 - 2) is not in an employment relationship subject to the direction or control of the person who is the subject of the compensation arrangement;
 - 3) does not receive compensation or other payments subject to approval by the person who is the subject of the compensation arrangement;
 - 4) has no material financial interest affected by the compensation arrangement; and
 - 5) does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the Council or Executive member.
- iii) the Council or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
- 1) compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size, purpose, and with similar resources;
 - 2) the availability of similar services in the geographic area of this organization;
 - 3) current compensation surveys compiled by independent firms;
 - 4) actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement;

As allowed by IRS Regulation 4958-6, if KESSA has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the Council or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- d) the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the Council or compensation committee that approved the compensation. Such documentation shall include:
- i) The terms of the compensation arrangement and the date it was approved;
 - ii) The members of the Council or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each Council or committee member;
 - iii) The comparability data obtained and relied upon and how the data was obtained;
 - iv) If the Governing Council or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the Council or Executive shall record in the minutes of the meeting the basis for its determination;
 - v) If the Council or Executive makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the Council or Executive meeting;
 - vi) Any actions taken with respect to determining if a Council or Executive member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement);

- vii) The minutes of Council or Executive meetings at which compensation arrangements are approved must be prepared before the later of the date of the next Council or Executive meeting or 60 days after the final actions of the Council or Executive Committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the Council or Executive as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next Governing Council or Executive meeting following final action on the arrangement by the Council or Executive.
- 15.7 Annual Statements:** Each director, principal officer, and member of a committee with Council, or Executive, or Sub-Committees delegated powers shall annually sign a statement which affirms such person:
- a) has received a copy of the conflicts of interest policy;
 - b) has read and understands the policy;
 - c) has agreed to comply with the policy; and
 - d) understands KESSA is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- 15.8 Periodic Reviews:** To ensure KESSA operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
 - b) Whether partnerships, joint ventures, and arrangements with management organizations conform to KESSA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.
- 15.9 Use of Outside Experts:** When conducting the periodic reviews as provided for in Section 7, KESSA may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Council, or Executive, or Sub-Committee of its responsibility for ensuring periodic reviews are conducted.

Article 16: Miscellaneous

- 16.1 Indemnification:** KESSA shall indemnify any person who was or is a party to any civil, criminal, administrative, or investigative action, suit, or proceeding by reason of the fact that he/she is or was an Officer of KESSA, or is or was serving at the request of KESSA as a Sub-Committee Member, against expenses, judgments, fines, and amounts paid in settlement actually and necessarily incurred by him/her in connection with such action, suit, or proceeding.
- 16.2 Exclusion:** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. The foregoing shall not apply to matters as to which any such person shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty
- 16.3 Corporate Seal:** The Council may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of KESSA. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.
- 16.4 Governing Council's Inspection Rights:** Every member of the Council shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of KESSA and shall have such other rights to inspect the books, records, and properties of KESSA as may be required under these Articles, and provisions of law.
- 16.5 Members' Inspection Rights:** If KESSA has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- a) to inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon written demand on the secretary of KESSA, stating the purpose of the inspection,
- b) to obtain from the secretary of KESSA, upon written demand on, and payment of a reasonable charge to, a list of the names, addresses, and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available within a reasonable time after the demand is received by the Secretary of KESSA or after the date specified therein as of which the list is to be compiled,
- c) to inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the Council or committees of the Council, upon written demand on the secretary of KESSA by the member, for a purpose reasonably related to such person's interests as a member, and
- d) to inspect the books, records, and properties of KESSA as may be required under these Articles, and provisions of law.

16.6 Insurance for Corporate Agents: Except as may be otherwise provided under provisions of law, the Council may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of KESSA (including a director, officer, employee, or other agent of KESSA) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not KESSA would have the power to indemnify the agent against such liability under the articles of incorporation, these Articles, or provisions of law.

16.7 Dissolution: If KESSA elects to dissolve itself, the Council shall dispose of the remaining assets of KESSA by distributing them to another nonprofit organization with similar objectives. Such dissolution and disposal of assets shall follow the procedures outlined in the Ohio Revised Code Chapter 1702.47 (Voluntary Dissolution), 1702.48 (Public notice of voluntary dissolution), and 1702.49

Article 17: Amendment of the Articles

Affirmative Vote: These Articles may be altered, amended, repealed or added to by an affirmative vote of not less than sixty-six (66%) percent of the members of KESSA at the Annual or any Special Meeting called for that purpose

Article 18: Adoption of the Articles

We, the undersigned, are all of the initial directors or incorporators of KESSA, and we consent to, and hereby do, adopt the foregoing Articles, consisting of 17 preceding pages, as the Articles of KESSA.