



What's a Snippet? Glad you asked! A Snippet is short article about meetings or parliamentary procedure. New snippets are released on the first day of every month at www.agreatmeeting.com.



Snippet #118
Scope of Notice

One of the fundamental principles of parliamentary law is that the group must have the authority to make the decisions it makes. When an association is first formed, the entire authority rests with the members (sometimes called charter members) who adopt the first set of bylaws, which set forth the structure and flow of authority of the association. After the organizational meeting, it is highly unlikely that all of the members will be present to make decisions, so the bylaws establish the notice and quorum required for future meetings. Actions taken without required notice or quorum null and void.

Sometimes notice is required for a motion, a condition most common when amending bylaws. If notice of the intent to propose a bylaws amendment is not given, including a description of the change to be made, the assembly cannot consider it, even by unanimous vote. Some bylaws provide for exceptions to the notice requirement setting forth extra conditions, such as a vote prior to consideration and a higher percentage for adoption.

It is the notice of a bylaws amendment that creates the condition called scope of notice. The scope of notice is defined by the boundaries between the existing condition (current language) and the proposed amendment. The assembly only has the authority to act within these boundaries. When the subject is numbers, scope is relatively easy to determine. For example, if the bylaws state that the current dues are \$75 and the proposed amendment is for \$85, the scope of notice is between \$75 and \$85. An amendment from the floor to consider \$80 is in order, but an amendment to consider \$70 or \$90 is not, because the members receiving notice had no warning that the dues could be higher than \$85 or lower than \$75.

Other cases can be more difficult, but the concept stays the same: could those who received the notice reasonably expect the proposed outcome? Let's try another example. Suppose the current bylaws list a board composed of a president, vice president, secretary, treasurer, and ten regional directors. Members may vote for all of the officers and the director their own region. Notice has been given of an amendment to allow all members to vote for all regional directors, basically making the election ballot the same for all members instead of having separate regional ballots.

<p><u>Current Language:</u> C. Members may vote for their regional director on the ballot provided by headquarters.</p>	<p><u>Proposed Changes:</u> C. Members may vote for <u>the regional directors</u> their regional director for their region on the ballot provided by headquarters.</p>	<p><u>If Adopted:</u> C. Members may vote for the regional directors on the ballot provided by headquarters.</p>
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At the meeting, an amendment to strike “the regional directors” and insert “directors at large” would be outside the scope of notice, and therefore would not be in order. The notice given only deals with who votes for regional directors; it does not change the composition of the board from geographic representation to at large directors. Members who received this notice would not anticipate that the regional representation on the board might be removed.

The right to notice is a fundamental right of membership that cannot be taken away. In smaller groups such as boards and committees, notice can be waived, but it must be waived by every member. Scope of notice can sometimes be difficult to determine, and may seem an annoyance, but it is an important protection that must be safeguarded for all members.