



## Amended and Restated By- Laws

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## Dallas/ Fort Worth Maharashtra Mandal

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**Commented [GD1]:** In a separate documents I have provided language for conflict of interest provisions and for dispute resolution processes.

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## PREAMBLE

Desirous of preserving and promoting the rich cultural heritage of Maharashtra, India and of promoting cultural ties among the people of Marathi origin as well as people interested in Marathi CultureCulture, we, the Marathi loving people of DFW Metroplex, do hereby constitute the DFW Maharashtra Mandal and bequeath to ourselves the Constitution and Bylaws.

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## ARTICLE I: ~~ORGANIZATION~~ ORGANIZATION

### SECTION 1. CORPORATE NAME-

The name of the corporation shall be DALLAS/FORT WORTH MAHARASHTRA MANDAL, a Texas not for-profit ~~organization~~Organization (herein after called DFWMM or the "~~Organization~~Organization").

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### SECTION 2. ~~CORPORATE PURPOSES-~~

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#### ~~CORPORATE PURPOSES-~~

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The purposes for which the ~~organization~~Organization is organized are exclusively for cultural, educational ~~and~~, charitable, ~~religious-~~purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law (the "Internal Revenue Code")) as stated in the Articles of Incorporation of the ~~organization~~Organization, ~~and~~, in furtherance of these purposes, the ~~organization~~Organization ~~will~~shall- perform, either for itself or as an agent for its members, any and all acts, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing.

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~~2.1~~ In particular, the ~~organization~~Organization shall have the following objectives:

- (a) To bring the Marathi speaking community of Dallas/Fort Worth Metroplex together, to address their ~~needs-~~issues;
- (b) To promote and propagate Marathi culture and serve the needs of Marathi speaking population in the Dallas Fort Worth Metroplex-
- (c) To nurture ties between the ~~\_~~Marathi speaking community of DFW, North America and the Marathi speaking community in India as well as other global Marathi speaking communities;
- (d) To promote cultural, ~~educational~~ and charitable activities, approved by the ~~Board Of Trustees~~ (hereafter referred as BOT) and/or ~~Executive Committee~~Executive Committee (hereafter referred as EC), which do not violate the Articles of Incorporation and these By-Laws;
- (e) To build social and business networks for all age groups;
- (f) To develop relationships with the North American community at ~~-~~large;
- (g) To increase participation of young Marathi speaking generation; and
- (h) To address special needs of the various age groups of ~~the~~ Marathi speaking community.

Commented [GD2]: Stylistic suggestion to change the word "issues" to the word "needs" as issues could be seen to include political agenda.

Commented [AJ3R2]: Accepted

Commented [GD4]: I don't think you need to say, "which do not violate the Articles of Incorporation and these Bylaws," as that should go without saying. Criteria might be to promote cultural and charitable events that are important to the Marathi speaking community.

Commented [AJ5R4]: Yes it go without saying but saying it explicitly does not harm, rejecting the suggestion

In achieving the above objectives, the ~~organization~~Organization may seek cooperation from other ~~organization~~Organizations, ~~either from North America or outside of North America~~, having objectives compatible with those of the ~~Organization~~Organization. In ~~addition~~addition, the ~~organization~~Organization can make distributions to ~~-other the organization~~Organizations that qualify as exempt ~~organization~~Organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of future tax code.

Commented [GD6]: If you say from North America or outside North America, in essence you are saying anywhere. So, the phrase is not necessary.

No substantial part of the activities of DFWMM shall be the carrying on ~~propaganda~~political agenda, or otherwise attempting to influence legislation, and DFWMM shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for ~~or~~ ~~in~~ public office.



No part of the ~~earnings funds~~ of DFWMM shall inure to the benefit of, or be distributable to the ~~Board of Trustees~~~~BOT (alternatively mentioned as BOT elsewhere)~~, ~~Executive Committee~~~~EC (alternatively mentioned as EC elsewhere)~~, DFWMM members or other private persons, except ~~that where~~ the ~~Association~~~~Organization~~ ~~shall be is~~ authorized and empowered to pay reasonable compensation for the services rendered and to make payments and distributions in furtherance of the purposes of DFWMM.

Any member wishing to participate in the activities of DFWMM shall not be discriminated against ~~on the basis~~ ~~of based on~~ gender, age, race, national origin, color, creed, marital status, sexual orientation, religion, language or the state of handicap.

SECTION 3. CORPORATE OFFICES

~~OFFICES:~~

The official address of the ~~organization~~Organization shall be located at such a place decided by the ~~Executive Committee~~~~EC~~ ~~but specifically with-in~~ the boundaries of Dallas/Fort Worth Metroplex or its suburbs. ~~The post office mailing~~ address is recommended to be that of the current ~~and acting~~ Treasurer of the ~~Organization~~Organization, ~~alternatively~~ ~~EC~~ ~~Or committee can make provision for a~~ permanent PO BOX.

SECTION 4. FISCAL YEAR

~~FISCAL YEAR:~~

The fiscal year for the ~~organization~~Organization shall start on July 1<sup>st</sup> and ~~will~~shall end on June 30<sup>th</sup>.

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## ARTICLE II: MEMBERS

### SECTION 1. CLASSES OF MEMBER.

#### CLASSES OF MEMBER.

The ~~organization~~Organization shall have ~~four~~five classes of Members:

- (a) Family member
- (b) Individual Member
- (c) Student Member
- (d) Senior Citizen Family
- (e) Senior Citizen Individual

~~Whose~~ Rights and duties ~~are of members are~~ set forth below in SECTION 2.

Any person who subscribes to the objectives of the ~~organization~~Organization and desiring to become a member ~~of the organization as a Family Member or Individual Member or Student Member or Senior Member~~ is entitled to become a member of DFWMM after such person pays the annual dues set forth in SECTION 7, as decided by the ~~Executive Committee~~EC of the Mandal ~~(also referred as EC)~~. Every such member shall have an obligation to uphold the Articles of Incorporation, ~~constitution~~constitution, and the bylaws of DFWMM.

### SECTION 2.

#### FAMILY MEMBER-

- (a) Any individual ~~21~~ 18 years and above is eligible for Family membership.
- (b) Family membership is configured with a concept ~~of family as in that a family shall be defined as~~ the member, his/her spouse, and their ~~unmarried dependent~~ children ~~under the age of 21 years~~; ~~are covered under this type of membership.~~
- (c) DFWMM Member's visiting parents and ~~parent~~-in-laws (who are on a tourist visa) are entitled to ~~avail~~ ~~avail all certain but not all~~ member benefits ~~except~~ voting rights and other benefits as deemed ~~appropriate by the EC.~~
- (d) Any other visiting or co-residing relative/friend is not covered under membership benefits but can avail non-member benefits.
- (e) This member ~~will~~shall be entitled for ~~basic~~ membership benefits set forth in ~~SECTION~~Section 3.3
- (f) Each named adult member ~~in the family membership category~~ qualifying under Section 4 in this class shall be entitled to ~~2-1~~ votes, ~~however the total number of votes per family membership~~ ~~can~~shall not exceed 2 votes per family membership.

#### INDIVIDUAL MEMBER

- (a) Any individual 18 years and above is eligible for Individual membership.
- (b) ~~It~~ only covers the individual himself or herself.
- (c) Any other visiting or co-residing relative/friend or spouse is not covered under membership benefits but can avail non-member ~~benefits~~.

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Commented [GD8]: I suggest this reOrganization of voting rights into the membership classes to make the document slightly more straightforward.

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Commented [GD9]: If someone is 18 and married, they wouldn't be able to do a family membership and would have to do 2 individual memberships. I wasn't sure if that was intentional or not.

- (d) This member ~~will~~shall be entitled for basic membership benefits set forth in SECTION 3.
  - (e) Each named adult member qualifying under Section 4 in this class shall be entitled to 1 vote.
- (d)

STUDENT MEMBER

- (a) Full time students ~~under the age of 25~~ with the proof of registration in the university ~~are~~is eligible for student membership.
- (b) It only covers the individual himself or herself.
- ~~(e)~~ Any other visiting relative/friend is not covered under membership benefits but can avail non-
- ~~(c)~~ member benefits.
- (d) This member ~~will~~shall be entitled for membership benefits set forth in Section 3.
- (e) Members under this class shall not be entitled to vote.

SENIOR CITIZEN ~~Family~~ MEMBER.

- (a) Any individual 65 years and above is eligible for Senior Citizen membership.

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- (b) Senior Citizen membership is configured with a concept of family as: ~~the member, his/her spouse, and their unmarried children under the age of 21 years are covered under this type of membership-~~ dependent children.
- (c) Any other visiting or co-residing relative/friend is not covered under membership benefits but can avail non-member benefits.
- (d) This member ~~will~~shall be entitled for membership benefits set forth in Section 3.
- (e) Each named adult member qualifying under Section 4 in this category shall be entitled to 1 vote, however the total number of votes per senior citizen family membership cannot exceed 2 votes per membership.

SENIOR CITIZEN INDIVIDUAL MEMBER

- (a) Any individual 65 years and above is eligible for Individual membership.
- (b) It only covers the individual himself or herself.
- (f) Any other visiting or co-residing relative/friend or spouse is not covered under membership benefits but can avail non-member benefits.
- (g) This member shall be entitled for basic membership benefits set forth in Section 3.
- (h) Each named member qualifying under Section 4 in this class shall be entitled to 1 vote.

~~Each named adult member qualifying under Section 4 in this category shall be entitled to 1 vote, however total number of votes per senior citizen family membership cannot exceed 2 votes per membership.~~  
2 votes.

~~(d) —~~

SECTION 3. BASIC MEMBER BENEFITS.

BASIC MEMBER BENEFITS.

~~The Executive Committee EC~~ of the Mandal Organization shall strive to offer the following benefits ~~to their~~ members, however these ~~may~~are not be guaranteed and ~~will~~shall vary per the discretion of the EC and/or BOT, complying with the limits of the facility ~~and~~ other constraints.

- (a) Advance ticket purchase window to get assigned preferred seating on a first-purchase-first-seat basis to certain ~~all~~ DFWMM events.  
~~Discounted tickets to DFWMM programs as set forth by the Executive Committee EC.~~
- (b) Members get an oportunity to participate in the Talent Show programs hosted by DFWMM ~~if they comply in accordance~~ with the event rules, ~~and~~ qualifying criteria and facility restrictions.
- (d) Discounted booth rentals when offered at DFWMM prime program events per availability of space.
- (e) Access to Member ONLY events like Annual Picnic, Katta, GBM etc.  
~~Access to benefits provided by other organization of which DFWMM is member of.~~

~~(b) —~~

~~(e) — Access to Member ONLY events like Annual Picnic, Katta, etc.~~

~~(d) — Discounted booth rentals at DFWMM prime events per availability of space.~~

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Commented [GD10]: If someone is 18 and married, they wouldn't be able to do a family membership and would have to do 2 individual memberships. I wasn't sure if that was intentional or not.

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Commented [GD11]: By incorporating the voting rights into each membership class, this no longer becomes necessary

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~~(e) Each eligible member as per the eligibility defined in SECTION 4 shall be entitled to vote for items requiring the approval of the members of the Organization. The number of votes per membership type are listed below.~~

Type of Membership	No. of Votes
Family	2*
Individual	1*
Student	0
Senior Citizen	2*

\*One vote for each of the Named Adults covered under the membership type.

SECTION 4. VOTER QUALIFICATION.

~~VOTER QUALIFICATION ELIGIBILITY:~~ VOTER QUALIFICATION

(a) Individuals subscribing to the membership of the ~~organization~~ Organization on or prior to the last day of the calendar year ~~i.e.~~ on or before the 31<sup>st</sup> ~~1st of~~ of December of the current fiscal year and subject to the Membership Benefit depending on the type of Membership as per Section 23 ~~(f) will~~ shall be deemed eligible to vote at the General Body Meeting (as alternatively mentioned as GBM) on items that require approval of members of the Organization.

~~(a) Members subscribed after 31<sup>st</sup> of December of the fiscal year shall not be eligible to vote on any matters in the current fiscal year.~~

(b) Eligible Registered Members vote in-person or via approved method as deemed necessary by the BOT acting as election officers and ~~should~~ shall comply with all the necessary election process communicated by election officers.

(c) Student members are not eligible to vote.

SECTION 5. GENERAL BODY

GENERAL BODY.

(a) The General Body of the ~~organization~~ Organization shall consist of the members of the ~~organization~~ Organization in good standing.

(b) The General Body shall elect the ~~Board of Trustees~~ BOT and the ~~Executive Committee~~ EC of the Organization.

(c) The General Body shall be the ultimate authority in all matters pertaining to the operations of the Organization and may overrule decisions of the ~~Board of Trustees~~ BOT or the ~~Executive Committee~~ EC by a simple majority vote ~~of the votes~~ cast by members having the right to vote.

(d) In the event of any dispute between the ~~Board of Trustees~~ BOT and the ~~Executive Committee~~ EC that cannot be resolved through discussions, either of them shall ~~have the right~~ power to approach the General Body for resolution of the contentious issue(s) involved.

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Commented [GD12]: By incorporating the voting rights into each membership class, this no longer becomes necessary

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Commented [GD13]: There are references to adult members being allowed to vote, but no age criteria for adult. Here in this section, you may want to include that eligible adult members are named members over the age of X (choose age).

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Commented [GD14]: You may want to say what "good standing" means. I notice this term is referenced often but there are no listed criteria or definition for what it means to be in good standing.

Section 9 mentions that.

- (e) The simple majority vote of the General Body on the matter shall be binding on both the ~~Board of Trustees~~BOT and the ~~Executive Committee~~EC.

SECTION 6. QUORUM.

QUORUM.

- ~~The Attendance in person by at least 50 eligible voters, holders of two thirds of 50 the total votes that may be cast by the members entitled to vote on a matter, represented in person, shall constitute a quorum for consideration of such matter at any General Body Meeting. If such quorum is not met present, then the meeting shall be adjourned and postponed by at least one week subject to availability of the venue. EC shall will communicate to the members of such adjournment and rescheduling of GBM within a reasonable time frame but no later than 72 hours.~~<sup>less4</sup>
- (a) If such a quorum ~~requirements as mentioned above are is not present~~not met at ~~the second attempt to host the GBM,~~ then the meeting shall be adjourned and reconvened ~~with available quorum~~members after fifteen minutes of waiting ~~period post adjournment with available quorum~~ and business shall be transacted as specified in the Agenda.

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SECTION 7. ANNUAL MEMBERSHIP FEES

ANNUAL MEMBERSHIP FEES.

- (a) ~~The annual membership fee for each member class as of the date of adoption of these By Laws is set forth in the table below:~~

Type of Membership	Annual Membership Fee	% of Family Membership
Family	\$50	100%
Individual	\$30	60%
Student	\$10	20%
Senior Citizen	\$35	70%

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- (a) ~~All amounts are in United States dollars.~~The annual membership fees are due at the time of subscription and ~~will~~shall provide subscription benefits for the remainder of the fiscal year.
- (b) ~~BOT may review the fees and F~~the scale of membership fees as deemed necessary. Upon review and approval in GBM, the changes shall be effective from the upcoming fiscal year. ~~may be reviewed and amended by the Board of Trustees~~BOT of the organization~~Organization~~ as deemed necessary, however such changes willshall be effective only from the upcoming fiscal year.
- (c) Membership fees are non-refundable, however the ~~Executive Committee~~EC or Board of Trustee ~~may~~can grant such refunds on case-by-case basis considering the merits of such a request.
- (~~e~~)(d) All membership fees shall be paid only in USD.

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SECTION 8. TERMINATION OF MEMBERSHIP

TERMINATION OF MEMBERSHIP.

- a) A member of the ~~organization~~Organization who engages in activities that violate the ~~Organization~~Organization's Code of Ethics and/or Code of Conduct as described in ARTICLE XV, may lose membership rights of the ~~organization~~Organization by a two-thirds majority vote of the ~~General Body~~EC, and ~~Committee~~Aat-Large and BOT. A Special ~~General~~-Meeting of all these ~~representatives~~representatives ~~will~~shall be called at earliest convenience with immediate effect for this reason and a vote ~~will~~shall be conducted. ~~ed~~.

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The re-admission ~~will~~shall be determined at the discretion of the current ~~Board of Trustees~~BOT, and ~~Executive committee~~the EC and the ~~Committee-At-Large~~ of the ~~organization~~Organization. This ~~will~~shall require approval from 2/3 majority of combined EC, ~~Committee-At-Large~~ and BOT members.

SECTION 9. MEMBER in 'GOOD STANDING'

MEMBERSHIP IN GOOD STANDING.

A member shall be considered to be in "Good Standing" on any given date if the annual membership fees for the relevant fiscal year have been paid in full and who has rightfully fulfilled the requirements for DFWM membership, and who neither has voluntarily withdrawn from membership nor has been ~~expelled or suspended~~terminated -from membership.

SECTION 10. GENERAL BODY MEETINGS (GBM)

GENERAL BODY MEETINGS (GBM).

- a) ~~A meeting of the General Body shall be held semiannually at the location, time and manner decided jointly by Board of Trustees~~BOT and the ~~Executive Committee~~EC.
- b) ~~The GBM meetings shall be held in-person as the preferred choice of operation.~~
- c) ~~Due to unavoidable circumstances like natural disaster or pandemic or act of god~~God, if the GBM meeting cannot be held in person, it shall be held using a tele conference or video conference or any other method as deemed feasible by BOT and EC. All other criteria for hosting such meeting shall apply to such alternative mode of meeting.
- a) ~~In situations like natural disasters, pandemic or act of god, if the meeting can not be conducted in person, then BOT and EC can decide to hold such meeting via teleconference or video conference or any other method as deemed feasible by the BOT and EC.~~
- d) Fiscal Mid-year Semiannual GBM (MYGBM) shall be conducted before the last day of the calendar year and the End of the Fiscal year GBM (EYGBM) shall be conducted before the last day of the Fiscal year.
- b)e) ~~e)~~The President shall preside over the meeting. ~~In absence of the President, following order of precedence shall be followed to select the member to preside the meeting. BOT Chair, Secretary, Treasurer, Webmaster, Co-Treasurer, BOT Chair, 2nd Ranking BOT member and 3rd Ranking BOT member. In absence of any of these office bearers, General body members assembled and meeting the quorum rules; with majority vote can select any member in attendance to preside the meeting.~~
- a)f) The Secretary of the ~~organization~~Organization shall announce such meeting to the members and circulate the agenda of the General Body Meeting at least 30 days in advance of the meeting with the following items:-
  - i. ~~Approval of~~The minutes of the previous general body meeting.
  - ii. Any unfinished business/ action items -arising from the previous general body meeting.
  - iii. Reports from the President, the Secretary, the Treasurer and the Chairperson of the ~~Board of Trustees~~BOT.
  - iv. Approval ~~or ratification~~ of resolutions, amendments etc. included in the agenda and circulated by the Secretary in advance of the meeting.
  - ✦ Any other business proposed during the meeting, duly seconded by the members and approved by the Chairperson of the meeting.
- g) At the EYGBM, The outgoing ~~Executive Committee~~EC -members, Committee-at-large and one member of Board of Trustee (~~and Board of Trustees~~BOT) -shall retire from office but shall hold office

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until the new ~~Executive Committee~~EC and ~~Board of Trustees~~BOT and new member/s of the BOT assumes office as provided herein in [Article III Section 2](#) and [Article IV Section 2](#).

~~b)~~

~~h)~~ If at any time, the ~~Board of Trustees~~BOT or the ~~Executive Committee~~EC deems necessary to discuss any matters that cannot wait until the next General Body Meeting, the Secretary shall arrange a Special General Body Meeting by giving at least two weeks' notice. Such special GBM shall be held at the location, time and manner decided jointly by ~~Board of Trustees~~BOT and the ~~Executive Committee~~EC. For such a meeting, the Secretary shall circulate the agenda and the necessary documents to the General Body.

~~i)~~ The minutes of ~~such all GBM meetings~~ shall be circulated within ~~60~~30 days to the members of ~~the organization~~Organization by the secretary of the ~~Organization~~.

~~The GBM meetings shall be held in person as the preferred choice of operation.~~

~~Due to unavoidable circumstances (e.g. due to natural disaster, pandemic, etc.), if the GBM meeting cannot be held in person, it shall be held using a video conference. All other criteria for hosting such meeting shall apply to a video conferencing meeting.~~

~~e)~~

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SECTION 11. GENERAL BODY ELECTION MEETINGS

GENERAL BODY ELECTION MEETINGS

The elections for the ~~open BOT seat~~ ~~Board of Trustees~~and for ~~BOT~~ and the ~~Executive Committee~~EC members shall take place at the EYGBM meeting or at the special GBM called for this purpose.

~~(a)~~

~~(b)~~(a) The ~~existing elected members of the~~ ~~Board of Trustees~~BOT ~~will~~shall be the election officers and ~~shall will~~ preside, ~~and~~ oversee ~~the election process~~ and follow the process as defined in [SECTION 12](#).

~~(c)~~(b) The ~~Executive Committee~~EC ~~will~~shall assist ~~Board of Trustees~~BOT in the election process.

~~(d)~~ If the EYGBM and the elections cannot be held before the end of fiscal year a special meeting shall be called for that purpose no later than July 30th of calendar year.

~~(e)~~ The members in good standing complying with the voter Eligible voters eligibility criteria as defined in Section 4 ~~shall cast vote at these elections~~



~~(c)~~ above shall be eligible to vote at these elections.

~~(f)(d)~~ The current ~~Executive Committee~~EC - and the ~~Board of Trustees~~BOT ~~will~~shall decide the location, day and time of the elections.

~~(e)~~ The ~~Executive committee~~EC, ~~Board of Trustees~~BOT and all volunteers helping in the election process ~~must~~shall strive and make every effort to conduct ~~a~~free, fair and transparent election process.

~~(f)~~ Candidates and their immediate family members shall recuse themselves from conducting and assisting in the election process.

~~(g)~~

~~(h)~~ Any member or the family member of such member running for any position ~~will~~shall recuse themselves from election process.

SECTION 12. ~~ELECTION PROCESS~~  
~~ELECTION PROCESS~~

~~(a)~~ It is expected that the elections for the position for any office of the ~~organization~~Organization is held in a ~~free~~, fair and transparent manner.

~~(b)~~ Elections shall be held for the BOT position or any EC position ~~one~~ when there are two or more candidates for a given position. ~~Single candidate for any position shall be declared uncontested winner for that position.~~

~~(c)~~ When there are no candidates for a given position, the BOT may nominate a suitable candidate and seek approval at the GBM.

~~(d)~~ ~~Elected members of the~~ BOT are the designated election officers of the ~~Organization~~Organization and current EC ~~shall~~ould provide all logistical support to the BOT in conducting these elections.

~~(e)~~ ~~Appendix 1~~ provides the general timeline and guidelines to conduct the election at EYGBM, it is expected that the BOT and EC try to adhere to these guidelines as much as possible. ~~However~~However, a deviation from those guidelines should not be used to ~~shall~~not be the grounds to overturn the election results. ~~Any deviation from this process shall~~ould be approved by the election officers and communicated to the members.

~~(f)~~ ~~Any objections to the election process shall~~ould be made in advance ~~of to the actual~~ designated election officers. ~~to~~ The decision of designated election officerse designated election officer/s and their decisions ~~on~~ on these matters shall ~~will~~shall be final.

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## ARTICLE III: ~~BOARD OF TRUSTEES~~ Board Of Trustees

### SECTION 1. COMPOSITION

#### COMPOSITION:

~~Board of Trustees~~ Board of Trustees BOT (also referred as BOT) shall consist of ~~five members~~ of which three voting members who shall be elected by the

General Body in the manner set out below (hereafter referred to as Elected BOT members). The current President ~~of the organization~~ Organization and the immediate past president of the organization Organization shall be additional two ~~nominated~~ entitled voting members of the BOT. All five members shall have BOT voting rights. ~~If the immediate past president declines or is unable to serve on the BOT for personal reasons; the remaining BOTs shall select another member in good standing from the immediate previous year's EC as long as if such member is not serving on current EC.~~

The current president of the organization Organization will shall act as a liaison between the Board of Trustees BOT and the Executive Committee EC of the organization Organization and shall have the right to attend all meetings of the Board of Trustees BOT but shall not have voting rights on decisions taken by the Board of Trustees BOT-EC.

### SECTION 2. TERM-

(a) Each ~~elected member~~ Member of the Board of Trustees BOT shall be elected for a three-year term. ~~Each Such~~ member of the Executive Committee BOT EC shall hold office until his or her successor is duly elected ~~or until his or her death~~ or until he or she resigns or is removed in the manner provided herein.

~~(a) The current president and the immediate past president shall have only one year term in their respective role in the BOT. The nominated~~ entitled member shall have only one year term same as their role/title in the organization Organization.

(b)

(c) A person may serve as an elected member of the Board of Trustees BOT for one term of three years. Such person shall next be eligible for re-election to the Board of Trustees BOT one year after the completion of his/her term, provided he or she satisfies all other eligibility criteria for being elected as a member of the Board of Trustees BOT.

~~(b) The nominated~~ entitled member whose has completed his/her term on BOT as an immediate past president shall next be eligible to serve on BOT after completion of one year of his/her end of term, provided he or she satisfies all other eligibility criteria.

~~(e)~~ (d) The terms of the elected members of the Board of Trustees BOT shall be staggered so that at every one year time interval, one elected member of the Board of Trustees BOT shall retire and a new member of the Board of Trustees BOT shall be elected for a new three year term which shall commence on the later of 1st day of the fiscal year after the election or immediately after the declaration of election results for the new Executive Committee EC.

~~(d)~~ (e) The elected member of the Board of Trustees BOT with one year remaining of his/her term shall automatically become the Chairperson of the Board of Trustees BOT for the remaining one year of his/her term, unless such member of the Board of Trustees BOT declines the position or such Board of Trustee position is vacant, in which case the ~~next member of the 2<sup>nd</sup> ranking member of Board of Trustees BOT~~ with two years of term remaining shall be the Chairperson for such term. ~~The person with 2 years term will~~ shall be the 2<sup>nd</sup> Ranking BOT member and person with 3 years term will shall be a 3<sup>rd</sup> Ranking BOT member.

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(e)(f) During the inception of the board following rules ~~will~~shall apply for the tenure of the elected board members

1. One out of 3 members' term ~~will~~shall end after 1 year.
2. One out of 3 members' term ~~will~~shall end after 2 years.
3. Third member ~~will~~shall serve a full term of 3 years.
4. Names ~~will~~shall be drawn to select members that ~~will~~shall serve shorter terms during the GBM at which this board ~~will~~shall be constituted.

(g) Elected Members serving shorter terms during the inception period ~~will~~shall be exempt from SECTION 2 (b) above if they choose to continue as a BOT for immediate next term. However, such member/s ~~will~~shall have to be re-elected satisfying all criteria of eligibility. -

(f) ~~An Elected BOT member can serve up to maximum 2 full terms as an elected BOT member. (To be discussed / reviewed / removed.)~~

(h)

### SECTION 3. RESPONSIBILITIES OF BOT

#### RESPONSIBILITIES OF BOARD OF TRUSTEES BOT:

The ~~Board of Trustees~~BOT shall be responsible for the following functions:

- (a) ~~Develop the long term~~long-term strategic vision and goals for DFWMM and propose a roadmap and plan to achieve them. ~~(example~~Example of such vision but not limited to is expansion of membership, constructing ~~multi purpose~~multipurpose hall/building for use of the members, acquiring office space, purchasing long term assets, institute programs that will benefit members, create affiliated orgs/ programs to serve specific member category -etc.)
- (a) ~~Monitor ing the overall~~operations of the ~~organization~~Organization to verify that they are consistent with the ~~long term~~long-term objectives of the ~~organization~~Organization and in accordance with the purpose stated in getting qualified as a nonprofit ~~organization~~Organization.
- (b) ~~Make sure that the organization~~Organization is abiding by all applicable laws and regulations and doesn't engage in illegal or unauthorized activities.
- (e)(b) ~~Be actively working with other members of organization~~Organization and Executive committeeEC to advance the ~~Organization~~Organization's mission and goals.
- (d)(c) Reviewing the long-term needs of the ~~Organization~~Organization's membership and make ~~ing~~ suitable ~~non-binding~~ recommendations to the ~~Executive Committee~~EC.
- (e)(d) Reviewing the standards in place for various activities of the ~~organization~~Organization and, after discussion with the ~~Executive Committee~~EC, recommending new standards or modified standards and monitoring their communication medium. These activities ~~will~~shall relate (but not necessarily limited) to membership administration, communication, elections, database maintenance, accounting, publication of communication media, conventions, fund raising, etc.
- (f)(e) Reviewing and approve ~~ing~~ the budget proposed by the ~~Executive Committee~~EC -and making recommendations if any.
- (g)(f) Monitoring operating funds to monitor budgetary compliance.
- (h) ~~Be able to read and understand financial reports and be will~~Shall ing to review expenditures and examine variances and provide recommendations with their expertise as applicable.

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**Commented [GD27]:** This is an extraordinarily long list of responsibilities. I would pair this down. A lot of this seems unnecessary and many overlaps with the EC. Maybe you need a separate section on items EC and BOT work on together, otherwise in each of the duplicates it needs to be clear which body has control.

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**Commented [GD29]:** This is an extraordinarily long list of responsibilities. I would pair this down. A lot of this seems unnecessary and many overlaps with the EC. Maybe you need a separate section on items EC and BOT work on together, otherwise in each of the duplicates it needs to be clear which body has control.

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- ~~(g)~~ (g) ~~Monitoring-Oversee ing and monitor ing-EC's management of the tangible (e.g.e.g. -cash, bank account, securities, real estate etc.), intangible (e.g. brand name, reputation etc.) -and intellectual assets (digital assets, websites, social media, member list etc.) of the OrganizationOrganization.~~
- ~~(h)~~ (h) Establish ~~ing~~ ad hoc committees and recruit suitable volunteers for such committees. These ad-hoc committees ~~should-shall~~ be formed mostly for non-operational and/or special purpose activities ~~(e.g.e.g. but not limited to Forming a committee to explore hosting of Bruhan Maharashtra Mandal (hereafter referred as BMM) convention, special committee to manage long term projects etc.)->~~ and ~~should-shall~~ not intrude on the functions of EC or BOT.
- ~~(k)~~ ~~Without intruding the rights of Executive CommitteeEC, Monitoring the activities of the various ad hoc committees, commissions or advisory bodies set up by the Executive CommitteeEC to undertake various tasks related to the operation of the OrganizationOrganization.~~
- ~~(i)~~ (i) Provide ~~ing~~ support to the ~~Executive CommitteeEC~~ in their operation as requested by EC.?
- ~~(j)~~ (j) As long as DFWMM remains affiliated with- BMMBruhan Maharashtra Manda, ~~Appoint~~ appoint a BMM representative for a term starting from the end of one convention to the end of the following convention. In addition, fill the BMM rep position if that remains open for any reason such as resignation, death or removal of such BMM rep. While appointing BMM representative it is expected that
  - i. BOT follow the free, fair and transparent process as deemed appropriate by the majority of BOTs.
  - ~~ii. Such BMM representative should be selected in consultation with 2 EC members designated by the president as representative of EC.~~
  - ~~iii.ii.~~ ii. Nominations for such a BMM representative ~~shall~~ ould be solicited from the members of the ~~organizationOrganization~~ through a proper communication to all members via an email.
  - ~~iv.iii.~~ iii. Candidate for BMM representative, ~~shall~~ ould be member in good standing as defined in Article II section 9.
- ~~(n)~~ ~~Ensuring that all members of the Executive CommitteeEC, Board of TrusteesBOT, Volunteers and appointees follow the Constitution, identifying any deviations from the provisions of the Constitution to the Executive CommitteeEC and making recommendations to rectify, if necessary.~~
- ~~(o)~~ ~~Assisting the organizationOrganization in fund raising and public relations activities in coordination with the Executive CommitteeEC.~~
- ~~(p)~~ (k) If warranted, suggest ~~ing~~ amendment to the Articles of Incorporation and By-Laws to the General Body to enhance abilities of the ~~organizationOrganization~~ to meet the stated goals and purposes.
- ~~(q)~~ ~~Review and make suggestions on contracts, memorandums of understanding and agreements executed by the organizationOrganization to ensure they are within the organizationOrganizations' organizationOrganizations' policy and protect the assets of the organizationOrganization.~~
- ~~(r)~~ ~~Recommending any needed changes to the Executive CommitteeEC.~~
- ~~(s)~~ ~~Publicly disclose any conflicts of interests and not use position on the Board of Trustee as a means for personal or commercial gain.~~
- ~~(t)~~ ~~Not engage in any activity that adversely impacts the organizationOrganization and/or its membership, the schedule of events, the funds of the DFWMM, and the goals/mission of the DFWMM.~~

**Commented [GD32]:** This is the first time BMM is used and so it should be defined here.

**Commented [GD33]:** This is very awkward language. Not clear what is meant.

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**Commented [GD34]:** What does this mean? Will there be a vote? What if there is no agreement?

**Commented [GD35]:** Aren't these EC responsibilities?

**Commented [GD36]:** All contracts? Contracts over a certain amount? Contracts for a certain length of time?

**Commented [AJ37R36]:** All contracts

- ~~(u) Represent DFWMM at authorized and/or affiliated events with prior permission of EC and/or BOT.~~
- ~~(v)(1) Address any concerns brought to their attention by the current DFWMM member in order to reach a satisfactory resolution with/without the help of EC.~~
- ~~(w)(m) CShould conduct the elections for various positions in the organizationOrganization in adherence to the bylaws mentioned in Article II section 12.~~
- ~~(n) On Behalf of the organizationOrganization, BOT may seek cooperation from other organizationOrganizations, either from North America or outside of North America, having objectives compatible with those of the OrganizationOrganization.~~
- ~~(o) Provide status of BOT activities for the last 6 months at MYGBM and EYGBM.~~
- ~~(p) Advise any long-terminvestment opportunities in bonds, deed, mortgage's etc.~~
- ~~(q) Review and if necessary, revise Code of Ethics and Code of Conduct for the Organization.~~
- ~~(r) Review and, if necessary, revise, and follow Election Guidelines for the conduct of elections to Organization positions consistent with ByLaws and the Articles of Incorporation.~~
- ~~(s) Monitor and guide the operations of the Organization to verify that they are consistent with the long-term objectives of the Organization and in accordance with the purpose stated in getting qualified as a nonprofit Organization.~~
- ~~(x)~~
- ~~(y) On behalf of the organization BOT can authorize distributions to the organizations that qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of future tax code. Such distribution is limited to no more than \$10,000 per organization in a fiscal year and total distribution in the fiscal year is limited to no more than \$30,000.~~
- ~~(z) If the BOT or any BOT member contemplates any litigation or legal proceedings of any kind that will bind DFWMM or its resources, the BOT must obtain the approval of two third majority of the members of DFWMM before initiation of litigation or legal proceedings.~~

~~The Executive Committee shall review and enforce any recommendations made by the Board of Trustees, however, the Executive Committee may overrule the recommendations of the Board of Trustees by a vote of two thirds of its EC members entitled to vote. Such overruling authority is only allowed on recommendations that impact the operational aspects of the organization. Executive Committee does not have the authority to overrule the strategic decisions or decisions related to matters that that impact beyond their term of the organization.~~

If either the ~~Board of Trustees~~BOT or the ~~Executive Committee~~EC is concerned that the actions of the other violate the Articles of Incorporation or these Bylaws or may cause material harm to the ~~organization~~Organization, it shall have the right to call a meeting of the General Body as provided in ~~Article II, Section 10(de)~~ of these Bylaws to petition the General Body to overturn such acts as provided in ~~Article II Section 5~~ of these By-Laws.

SECTION 4. ELIGIBILITY for BOT

ELIGIBILITY for BOARD OF TRUSTEESBOT

~~A candidate for a position on the BOT shall~~be:-

- (a) ~~A candidate for a position on the Board of Trustees~~BOT ~~should be~~be a member in good standing of the ~~organization~~Organization and agree to continue to be a member in good standing throughout the tenure as BOT.

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~~(b) The candidate should be a currently or previous have been previously a member of the Executive CommitteeEC of the OrganizationOrganization.~~

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~~(c) Should have Possessed~~ active DFWM membership for the last ~~three~~ five consecutive years.

~~(d) NotShould not have~~ be a party to any law-suit or litigation against the ~~OrganizationOrganization~~.

~~(e)(d) Candidates for the Board of TrusteesBOT shall dDeclareDeclare~~ their candidacy in writing or through means solicited by the Election Officers no later than the date set forth in the Election Guidelines adopted by the BOT and ~~Executive CommitteeEC~~.

Commented [VA(B40): Move this to process section. (same comment applies for EC section)]

~~(f)(e) The Candidate himself and/or the family member sNShould not~~ concurrently be a member of ~~Executive CommitteeEC~~ -and/or Board of Trustee and neither his/her family member.

~~(g)(f) The Candidate should A~~ adhere to ~~Article XIV~~ Ethics and Code of conduct as a member, candidate, and/or the office bearer.

SECTION 5. ELECTION OF BOT

ELECTION OF BOARD OF TRUSTEESBOT

The members of the ~~Board of TrusteesBOT~~ shall be elected by the eligible members (as defined in ARTICLE II, SECTION 11 (e)SECTION 4) of the ~~organizationOrganization~~ at the End of the Year General Body meeting, or at a meeting specifically called for such elections as provided in Article II SECTION 11. The Election process ~~will~~shall be conducted as defined in ARTICLE II SECTION 12.

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SECTION 6. RESIGNATION OR REMOVAL

RESIGNATION OR REMOVAL:

A member of the ~~Board of TrusteesBOT~~ who fails to attend three consecutive quarterly meetings of the ~~Board of TrusteesBOT~~ without prior notification shall be automatically removed from the ~~Board of TrusteesBOT~~. A member of the ~~Board of TrusteesBOT~~ may resign at any time upon written notice to the ~~Board of TrusteesBOT~~. In the event of such automatic removal or resignation or the death, ~~disability or illness~~ of a member of the ~~Board of TrusteesBOT~~, the remaining members of the ~~Board of TrusteesBOT~~ shall appoint a replacement who shall serve until the first to occur of (a) the expiration of the remaining term of the deceased, removed or resigned member, (b) the next scheduled election for the ~~Executive CommitteeEC~~ -or BOT, or (c) a special meeting of the General Body called to fill such vacancy. If the term of the appointed member of the ~~Board of TrusteesBOT~~ has not expired before such election, the General Body shall ~~select~~ a replacement member of the ~~Board of TrusteesBOT~~ to serve out the remaining term of the deceased, removed or resigned member of ~~Board of TrusteesBOT~~.

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Commented [GD42]: Disability or illness? You may want to include those in this section in addition to resignation, removal and death.

A member of the ~~Board of TrusteesBOT~~ may be removed as follows:

(a) The ~~proposal to remove removal~~ of a member of the ~~Board of TrusteesBOT~~ ~~must~~shall be approved unanimously by the remaining members of the ~~Board of TrusteesBOT~~ and 2/3rds of the voting members of the ~~Executive CommitteeEC~~.

(b) After the ~~proposal~~ vote to remove the member of the ~~Board of TrusteesBOT~~ by the ~~Executive CommitteeEC~~ -and the remaining members of the ~~Board of TrusteesBOT~~ as set forth above, a Special

Meeting of the General Body shall be arranged within 45 days after both such votes occur naming the member of the ~~Board of Trustees~~BOT to be removed at said meeting.

~~(b)~~(c) Special Quorum for removal of office bearer:

~~(e)~~ The member of the ~~Board of Trustees~~BOT subject to removal shall be removed from office by the 2/3rds majority vote of the votes cast by the members of the ~~organization~~Organization present and having the right to vote at such meeting of the General Body, where at least ~~25~~ 25% of the total members of the General Body are in attendance. If at least ~~25~~ 25% of the members of the General Body ~~are not present at any such meeting that meeting shall immediately be rescheduled for a later date.~~ meeting are not present at any such meeting that meeting shall immediately be rescheduled for a later date. ~~In the event of such removal the General Body shall elect a replacement member of the Board of Trustees~~ ~~BOT to serve out the remaining term of the removed member of the Executive Committee~~ECBOT.

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SECTION 7. MEETINGS  
MEETINGS.

- (a) The ~~Board of Trustees~~BOT shall hold meetings at least once every three months.
- (b) If holding such meetings in person is not practical, these meetings may be held through teleconferencing or video conferencing.
- (c) The Chairperson or any ~~two voting elected~~ members of the ~~Board of Trustees~~BOT may call a special meeting to discuss special issue(s) or urgent issue(s) by giving the other members of the ~~Board of Trustees~~BOT and the ~~President of the organization~~Organization at ~~Organization at~~ at least one ~~week~~ week prior notice. ~~If the matter cannot be postponed for seven days, the chairman of the board or a member of board requesting board requesting such meetings~~such meeting can request waiver of notice from other members of the board pursuant to Article IX.
- (d) The notice of any meeting shall provide the agenda for such meeting and adequate information on the issue to be discussed and may be delivered by electronic mail or the channel chosen by the BOT collectively.
- (e) The minutes of any meetings of the ~~Board of Trustees~~BOT ~~will~~shall be recorded and stored within 7 days of such meeting by the Chairperson (or in the absence of the Chairperson, the member ~~who has chaired such meeting of the Board of Trustees~~ whose term expires before the other member of the Board of Trustees attending the meeting).
- ~~(f)~~ Minimum of ~~two~~ ~~Four~~three voting members of the ~~Board of Trustees~~BOT ~~shall~~must be present at a meeting to constitute quorum. A Decision ~~unanimously with majority vote~~ made by such quorum shall be deemed as the action of ~~board of trustees~~BOT.
- ~~(f)~~ ~~In case of a tie vote on the any matter/issue/subject being decided by the BOT, Chair person of the BOT will have the tie breaker vote and such vote will be considered as majority vote on that matter/issue/subject.~~

Commented [GD43]: I would state the members "present". This is because in the case where there are member attendance issues, sufficient members may not be present to get 2/3rds even if every member votes the same way because just a few members short of 2/3rds have attended. If not enough members show up, this could be an issue for GBM approval. Instead, to reduce the risk of only a few people deciding such an important issue, consider also maybe including that a minimum number of GMB members have to be present at any GBM meeting concerning the removal or resignation of BOT or EC members. If sufficient GBM members are not present, the meeting shall be rescheduled for a later date.

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SECTION 8. INFORMAL ACTION BY WRITTEN CONSENT:

INFORMAL ACTION BY WRITTEN CONSENT:

The authority of the ~~Board of Trustees~~BOT may be exercised without a meeting if consent in writing, setting forth the action taken, is signed by all of the members of the ~~Board of Trustees~~BOT entitled to vote.

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SECTION 9. PRESUMPTION OF ASSENT

PRESUMPTION OF ASSENT:

AMENDED AND RESTATED BYLAWS - Draft

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A member of the ~~Board of Trustees~~BOT of the ~~organization~~Organization who is present at a meeting of the ~~Board of Trustees~~BOT at which action on any ~~corporate~~ matter concerning the organizationOrganization is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she has filed his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or has forwarded such dissent by registered or certified mail or electronic mail to the secretary of the ~~organization~~Organization before the end of the following business day. Such right of dissent shall not apply to a member of the ~~Board of Trustees~~BOT who voted in favor of such an action.



## ARTICLE IV: EXECUTIVE COMMITTEE

### SECTION 1. COMPOSITION

(a) The Executive Committee of the organization shall consist of 5 members as set forth below, namely:

(a) The President, Secretary, Treasurer, Webmaster, Co-Treasurer.

(b) Individual responsibilities of EC members are set out in Article V of these Bylaws.

(c) The President, Secretary and Treasurer of the organization shall be designated as the directors of the organization in its annual report filed with the Texas Secretary of State.

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### SECTION 2. TERM

#### TERM:

a) The term of office of the members of the Executive Committee shall be one year. The new EC shall commence on the later of July 1<sup>st</sup> of the calendar year or immediately after the declaration of election results for the new Executive Committee.

b) The term of office of the members of the EC shall end on June 30<sup>th</sup>.

c) In an unavoidable situation where the election cannot be held before June 30<sup>th</sup>, the current EC shall seek BOT's approval to delay the election no later than July 30<sup>th</sup>. Each EC shall have a shorter duration and their term will end on June 30<sup>th</sup> of the following year.

d) Each member of the Executive Committee shall hold office until his or her successor is duly elected, or until his or her death or until he or she resigns or is removed in the manner provided herein.

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### SECTION 3. RESPONSIBILITIES OF EC

#### RESPONSIBILITIES OF EXECUTIVE COMMITTEE

The Executive Committee shall be responsible for the following functions of the Organization:

(a) Manage the day-to-day operations of the organization in all areas of its activity, including but not limited to organizing events that are aligned with the organization's mission and vision.

(b) Preparing and submitting the organization's budget to BOT's for approval.

(c) Manage the operations within the approved yearly operational budget and seek approval for additional spend from BOT if the expenses exceed the approved budget.

(d) Assisting in the work of the various committees set up to undertake different tasks for smooth operations of the organization.

(e) Providing support to the Board of Trustees in their operations.

(f) Implementing necessary functions and processes required for the execution of assignments given by the President.

(g) Initiating, reviewing, and recommending any alterations, amendment, or repeal of the Bylaws or Articles of Incorporation of the organization to the GBM or BOT.

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- ~~(g)(h)~~ Submitting a quarterly semi-annual report of its activities to the Board of Trustees BOT, including but not limited to events organized, event balance sheet and attendance information. The timing of such a meeting shall be decided mutually by the BOT's and the EC.
- ~~(h)(i)~~ Protect and Mmanaging the tangible, intangible and intellectual assets of the Organization Organization. (examples of Assets include but not limited to financial assets, digital assets, DFWMM brand, reputation)---
- ~~(i)(j)~~ Adopting a Creating and following a Document Retention/Destruction policy for the Organization Organization.
- ~~(j)~~ Creating and following a Adopting a Code of Ethics and Code of Conduct for the Organization Organization.
- ~~(k)~~ Creating and following a Adopting Election Guidelines for the conduct of elections to organization Organization positions consistent with By Laws and the Articles of Incorporation.
- ~~(k)~~ Appointing a registered agent for the organization Organization in the State of Texas and any other jurisdiction where such appointment is required.
- ~~(m)(l)~~ Develop and maintain legal representation as needed by the Organization in consultation with the BOT. After consultation with the Board of Trustees BOT, retaining attorneys to represent the Organization Organization.
- ~~(n)(m)~~ Maintaining and preserving the Organization Organization Funds in consultation with the BOTs
- ~~(o)~~ Monitoring the operations of the organization Organization to verify that they are consistent with the long term objectives of the organization Organization and in accordance with the purpose stated in getting qualified as a nonprofit organization Organization.
- ~~(p)~~ Make sure that the organization Organization is abiding by all applicable laws and regulations and doesn't engage in illegal or unauthorized activities.
- ~~(q)(n)~~ Ensure that all mandatory/regulatory filings like taxes, franchise fees etc. are filed timely.
- ~~(r)~~ Be actively working with other members of organization and BOT's to advance the Organization's mission and goals.
- ~~(s)~~ Ensuring that all members of the Executive Committee, Board of Trustees, Volunteers and appointees follow the Constitution, identifying any deviations from the provisions of the Constitution to the Board of Trustees and making recommendations to rectify, if necessary.
- ~~(t)~~ Assisting the organization in fund raising and public relations activities in coordination with the Board of Trustees.
- ~~(u)(o)~~ If warranted, suggesting amendment to the Articles of Incorporation and By Laws to the Board of Trustees to enhance abilities of the organization to meet stated goals and purposes. Complete transition to the new EC within a two weeks of the new EC's inaugural. (transition Transition includes but is not limited to transfer of Bank account authority, transfer of admin passwords, an control of all digital assets, transferring ownership of email accounts, any other information necessary to conduct the business of the organization.)
- ~~(v)~~ Review and make suggestions on contracts, memorandums of understanding and agreements executed by the organization Organization to ensure they are within the Organization Organization's policy and protect the assets of the organization Organization, recommending any needed changes to the Board of Trustees BOT.
- ~~(w)~~ Publicly disclose any conflicts of interests and not use position on the Executive Committee EC as a means for personal or commercial gain.

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~~(x) Not engage in any activity that adversely impacts the organization and/or its membership, the schedule of events, the funds of the Organization, and the goals/mission of the Organization.~~

~~(y) Represent DFWMM at authorized and/or affiliated event with prior permission of EC and/or BOT.~~

~~(z) If the Executive Committee or any Executive Committee member contemplates any litigation or legal proceedings of any kind that will bind DFWMM or its resources, the Executive Committee or any Executive Committee member must obtain the approval of two third majority of the members of DFWMM before initiation of litigation or legal proceedings.~~

SECTION 4. ELIGIBILITY for EC MEMBER

ELIGIBILITY for EXECUTIVE COMMITTEE MEMBER.

(a) Candidates for the position of President must have served at least 1 term as a Member of DFWMM ~~Executive Committee~~ and be a member in good standing of DFWMM as of the date of the ~~election, and election and shall~~ have possessed active DFWMM membership for ~~the~~ last three consecutive years.-

(b) Candidates for all other positions of ~~Executive Committee~~ must be a member in good standing of DFWMM as of the date of the election and shall have possessed active DFWMM membership for ~~the~~ last three consecutive years.

~~(c) All Candidates for the position of Executive Committee should commit to remain member in good standing throughout the tenure as Executive Committee member.~~

~~(d) A person (except for the President) may serve as a member of the Executive Committee for up to two consecutive terms. Such person shall next be eligible for re-election to the EC one year after the completion of his or her second consecutive term, provided he/she satisfies all other eligibility criteria for being elected as a member of the EC.~~

~~(c) up to two consecutive terms. Such person shall next be eligible for re-election to the Executive Committee one year after the completion of his or her second consecutive term, provided he/she satisfies all other eligibility criteria for being elected as a member of the Executive Committee.~~

~~The President can serve only one term and will not be eligible for re-election to the Executive Committee until one year after the completion of his or her term, provided he/she satisfies all other eligibility criteria for being elected as a member of the Executive Committee. The EC member who serves as a President, can only serve one term in that capacity and shall not be eligible for re-election to the EC until one year after the completion of his or her term as President, provided he/she satisfies all other eligibility criteria for being elected as a member of the EC.~~

~~(e)(d)~~

~~(f)(e) Candidates for the Executive Committee shall have declared their candidacy in writing or through appropriate channels solicited by the Board of Trustees and the Executive Committee no later than the date set forth in the Election Guidelines adopted by the BOT and Executive Committee.~~

~~(g) The Candidate should adhere to Article XIV Ethics and Code of conduct as a member, candidate, and/or the office bearer.~~

ELECTION OF EXECUTIVE COMMITTEE MEMBER EC MEMBERS

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Elections ~~will~~shall be held every year for the position of President, Secretary, Treasurer, Webmaster and Co-Treasurer of the ~~Executive Committee~~EC-EC. These candidates shall be elected by the eligible members (as defined in ARTICLE II, SECTION 11 (de) of the ~~organization~~Organization at the End of the Year General Body meeting, or at a meeting specifically called for such elections as provided in Article II SECTION 11. The Election process ~~will~~shall be conducted as defined in ARTICLE II SECTION 12.

SECTION 5. RESIGNATION OR REMOVAL

~~RESIGNATION OR REMOVAL~~

In the event of the death or resignation of an elected member of the ~~Executive Committee~~EC (including the three officer positions) before his or her term of office expires, the remaining members of the ~~Executive Committee~~EC may ~~elect~~appoint an appropriate person (satisfying the eligibility criteria for becoming a member of the ~~Executive Committee~~EC) to serve the remainder of the term of the deceased or resigning member. The ~~Executive Committee~~EC ~~shall~~EC shall consult with the ~~Board of Trustees~~BOT before ~~electing~~appointing the replacement.

A member of the ~~Executive Committee~~EC may be removed as follows:

- (a) The ~~proposal of~~removal of the ~~Executive Committee~~EC member ~~must~~shall first be approved by a ~~2/3rd majority of EC and BOT~~vote of two of the three members of the ~~Board of Trustees~~BOT and a ~~vote of 2/3rds of the~~voting members ~~of the Executive Committee~~EC other than the ~~Executive Committee~~EC member subject to removal.

After the ~~approval of such a proposal~~vote to remove the ~~Executive Committee~~ member by the ~~Executive Committee and the Board of Trustees~~ as set forth above, a Special Meeting of the General Body shall be arranged within 45 days ~~after both such votes occur naming the Executive Committee member to be removed at said meeti,ng~~.

~~(b)~~

~~Special Quorum for removal of office bearer:~~

~~(b)~~

- (c) ~~The~~ ~~Executive Committee~~EC ~~member~~EC member subject to removal shall be removed from office, by the 2/3rds majority vote of the votes cast by the DFWM members having the right to vote- ~~and being present~~ at such meeting of the General Body.

~~(e)~~(d) ~~Special Quorum for removal of office bearer~~ ~~where~~ At least ~~25~~ - % of the total members of the General Body are in attendance. If at least ~~25~~ - % of the total members of the GBM meeting are ~~not present at any such meeting that meeting shall immediately be rescheduled for a later date.~~ ~~date.~~ In the event of such removal the General Body shall elect a replacement member of the ~~Executive Committee~~EC to serve out the remaining term of the removed member of the ~~Executive Committee~~EC.

SECTION 6. MEETINGS

~~MEETINGS~~

- (a) The ~~Executive Committee~~EC shall hold meetings once a month or as deemed necessary to conduct the business of the ~~Organization~~Organization. If holding such meetings in person is not practical, these meetings may be held through teleconferencing.

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- (b) Prior to any meeting of the ~~Executive Committee~~EC-, the Secretary of the ~~organization~~Organization shall circulate to the members of the ~~Executive Committee~~EC- and the ~~Board of Trustees~~BOT the proposed agenda of the meeting outlining the issues that need to be discussed. Follow-up notes may be circulated after receiving feedback from the members of the ~~Executive Committee~~EC-EC.
- (c) Any decisions arrived at shall ~~be~~ be circulated to all members of the respective governing bodies.
- (d) At least three voting members of the ~~Executive Committee~~EC- must ~~EC must~~shall be present at a meeting to constitute a quorum.
- (e) If a quorum is present, the affirmative vote of a majority of the ~~Executive Committee~~EC- members ~~EC members~~ present shall be deemed the action of the ~~Executive Committee~~EC-, unless the vote of a greater number is required by the Articles of Incorporation or these By ~~L~~aws.
- (f) In the event of a tie vote in any matter voted on by the ~~Executive Committee~~EC- and ~~EC~~ and if the ~~Executive Committee~~EC cannot break such a tie after reasonable discussion, the matter shall be referred to the BOT. The BOT shall break the tie by a vote of a majority of its members, which vote shall ~~must~~ be held within 7 days following the referral of the matter to the BOT. The vote of the BOT to break such ties shall be binding on the EC and shall be communicated to the EC by the Chairperson of the BOT.

~~Committee cannot break such tie after reasonable discussion, the matter shall be referred to the Board of Trustees~~BOT. The Board of Trustees ~~BOT~~ shall break the tie by a vote of a majority of its members, which vote must be held within 7 days following the referral of the matter to the Board of Trustees ~~BOT~~. The vote of the Board of Trustees ~~BOT~~ to break such tie shall be binding on the ~~Executive Committee~~EC- and shall be communicated to the ~~Executive Committee~~EC- by the Chairperson of the Board of Trustees ~~BOT~~.

- (g) The elected members of the ~~Board of Trustees~~BOT can be invited to ~~this executive committee~~EC meetings ~~EC meetings~~ at the discretion of the President or the majority of voting members of the ~~Executive Committee~~EC-EC. However, members of ~~BoT~~-BOT ~~are~~ are not entitled to vote in any such ~~Executive Committee~~EC- meeting ~~EC meeting~~.

SECTION 7. INFORMAL ACTION BY WRITTEN CONSENT

~~INFORMAL ACTION BY WRITTEN CONSENT.~~

The authority of the ~~Executive Committee~~EC- may ~~EC may~~ be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the ~~Executive Committee~~EC- ~~entitled~~EC entitled to vote.

SECTION 8. PRESUMPTION OF ASSENT

~~PRESUMPTION OF ASSENT.~~

A member of the ~~Executive Committee~~EC- of ~~EC~~ of the ~~organization~~Organization who is present at a meeting of the Executive ~~Committee~~ at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she has filed his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or has forwarded such dissent by registered or certified mail or electronic mail to the secretary of the Organization before the end of the following business day. Such right of dissent shall not apply to a member of the EC who voted in favor of such action.

~~Committee at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she has filed his or her~~

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~~written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or has forwarded such dissent by registered or certified mail or electronic mail to the secretary of the organization~~Organization before the end of the following business day. Such right of dissent shall not apply to a member of the Executive Committee~~EC~~ who voted in favor of such action.

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## ARTICLE V: OFFICER

### SECTION 1

#### NUMBER

The officers of the ~~organization~~Organization shall be ~~the~~ President, ~~the~~ Treasurer, and ~~the~~ Secretary. The officers of the ~~organization~~Organization shall be members of the ~~Executive Committee~~EC. ~~and As~~ members of the ~~Executive Committee~~EC, ~~the officers~~ shall have the term set forth for ~~the Executive Committee~~EC ~~in~~Members defined in ~~in~~ Article IV and shall be elected and may be removed pursuant the provisions of these By ~~L~~aws governing the election and removal of ~~Executive Committee~~EC ~~Members~~.

### SECTION 12. PRESIDENT

#### PRESIDENT

The President shall be the chief executive officer of the ~~Organization~~Organization. Subject to the direction and control of the ~~Executive Committee~~EC and the ~~Board of Trustees~~BOT, he or she shall be in charge of the business of the ~~Organization~~Organization; he or she shall see that the resolutions and directions of the ~~Executive Committee~~EC and the ~~Board of Trustees~~BOT are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the ~~Executive Committee~~EC or the ~~Board of Trustees~~BOT, and, in general, he or she shall discharge all duties incidental to the office of president and such other duties as may be prescribed by the ~~Executive Committee~~EC or the ~~Board of Trustees~~BOT from time to time. He or she shall preside at all meetings of the ~~Executive Committee~~EC. ~~EC~~ except in those instances in which the authority to execute is expressly delegated to another officer or agent of the ~~organization~~Organization, ~~or a different mode of execution is expressly prescribed by the Executive Committee, the Board of Trustees or these By Laws, any contracts, deeds, mortgages, bonds, or other instruments which the Executive Committee or the Board of Trustees authorized to be executed, and he or she may accomplish such execution either under or without the seal of the organization and either individually or with the secretary, or any other officer thereunto authorized by the Executive Committee, according to the requirements of the form of the instrument. If the Organization shall hold investments in securities with voting rights then H~~he or she may vote all securities which the ~~organization~~Organization is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the ~~organization~~Organization by the ~~Executive Committee~~EC. In addition to the above the President shall:

- (a) Provide general guidance to the operations of the ~~Organization~~Organization.
- ~~(a)~~(b) Sign with the secretary, or any other officer thereunto authorized by the EC, any ~~third party~~third-party contracts rendered for services during the current year, which the EC has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the EC or these Bylaws.
- ~~(b)~~ Make arrangements, in consultation with the Board of Trustees and the Executive Committee, EC, for recruitment of volunteers to work on the different committees, as and when found necessary.
- (c) Allocate the responsibilities among the members of the ~~Executive Committee~~EC ~~for~~EC for supervising the various committees designed to carry out the routine activities of the ~~organization~~Organization in a streamlined manner.
- (d) Preside over the General Body meetings and the ~~Executive Committee~~EC ~~meetings~~EC meetings.

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- (e) Report on the general progress of the ~~organization~~Organization to the General Body of the ~~organization~~Organization and to the ~~executives of the members~~EC of the ~~Organization~~Organization.
- (f) Represent the ~~organization~~Organization and participate on behalf of the ~~organization~~Organization at the meetings of other ~~organization~~Organizations that may have objectives similar to those of the ~~Organization~~Organization.
- (g) ~~Will~~A act as a liaison between the ~~Executive Committee~~EC and ~~EC~~ and the ~~Board of Trustees~~BOT.
- (h) ~~Will~~B be a co-signer with the ~~secretary~~ and be responsible for all financial accounts of the ~~organization~~Organization.
- (i) In absence of the Treasurer, ~~D~~disburse ~~organization~~Organization funds and issue checks, drafts in the name of ~~Organization~~Organization, as prescribed by ~~Executive Committee~~EC with ~~EC~~ with designated signatures.

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### SECTION 32. THE TREASURER

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#### THE TREASURER

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The treasurer shall be the principal accounting and financial officer of the ~~organization~~Organization He or She ~~will~~shall

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- (a) Have charge of and be responsible for the maintenance of adequate books of account for the ~~Organization~~Organization; ~~Organization~~Organization.
- (b) Have charge and custody of all funds and securities of the ~~Organization~~Organization, and be responsible therefor and for the receipt and disbursement ~~thereof~~; ~~thereof~~.
- (c) Keep an account of the finances of the ~~Organization~~Organization, prepare the financial statements consistent with generally accepted accounting principles, if needed have them audited for that Fiscal year. Submit the financial statements to the EC & BOT for approval no later than June 15<sup>th</sup> ~~th~~ i.e. 15 days prior to the end of Fiscal year.
- (d) Provide approved financial statements and all supporting documents to appointed Certified Public Accountant for filing the Tax Returns. Ensure that the Tax Return is filled by the due date prescribed by IRS and/or any State Authorities.
- (e) Supervise the committee dealing with accounting for ~~organization~~Organization finances.
- (f) Issue receipts for donations received from members, ~~entities~~entities, or well-wishers.
- (g) Ensure that the financial guidelines prepared in consultation with professional accountants are properly followed in all the financial matters relating to the ~~Organization~~Organization's activities.
- (h) Consult the financial advisor and investigate investment opportunities to invest the ~~Organization~~Organization's assets in accordance with the professionally prepared financial guidelines with consultation with ~~Executive committee~~EC and ~~EC~~ and BOT.
- (i) Deposit money, drafts, checks in the name of and to the credit of ~~Organization~~Organization, in the banks designated by the ~~Executive Committee~~EC.
- (j) Keep accurate record of membership payments and other payments due to the ~~Organization~~Organization.

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- (k) Disburse ~~organization~~Organization funds and issue checks, drafts in the name of ~~Organization~~Organization, as prescribed by ~~Executive Committee~~EC ~~with~~EC with designated signatures.
- (l) Submit ~~a~~ monthly report to ~~the Executive Committee~~EC ~~in~~EC in advance of the monthly meeting.
- (m) In consultation with the President, prepare annual budget and program budget and submit to ~~Executive Committee~~EC as well as the BOT for approval no later than July 30<sup>th</sup>~~th~~. Actuals from prior can be used and submitted as a budget for ~~the~~ upcoming year.
- (n) Perform all the duties incidental to the office of treasurer and such other duties as from time to time may be assigned to him or her by the President, the ~~Executive Committee~~EC ~~or~~EC or by the ~~Board of Trustees~~BOT.
- (o) Support the other Officers and members of the ~~Executive Committee~~EC ~~in~~EC in their activities.

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### SECTION 34. THE SECRETARY

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#### THE SECRETARY

The Secretary shall:

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- (a) Record and document minutes of the ~~Executive Committee~~EC ~~meetings~~EC meetings and General Body Meetings.
- (b) See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- (c) Be custodian of the corporate records and of the seal of the ~~Organization~~Organization.
- (d) Maintain a register of the post-office address of each Executive member which shall be furnished to the Secretary by such member.
- (e) Sign with the President, or any other officer thereunto authorized by the ~~Executive Committee~~EC, any contracts, deeds, mortgages, bonds, or other instruments which the ~~Executive Committee~~EC has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the ~~Executive Committee~~EC or these ~~By-Laws~~Bylaws;
- (f) Have authority to certify the By-Laws, resolutions of the ~~Executive Committee~~EC ~~and~~EC and committees thereof, the ~~Board of Trustees~~BOT and the General Body, and other documents of the ~~organization~~Organization as true and correct copies ~~thereof~~thereof.
- (g) Maintain all the correspondence of the ~~organization~~Organization in good order and conduct the business of the ~~Organization~~Organization. Maintain and store all pertinent records of ~~organization~~Organization in the manner set forth.
- (h) Is responsible to respond ~~to~~ member queries and forward such queries to appropriate authority for action/response or resolution.
- (i) Supervise the working of the committees dealing with administration and communication.
- (j) Notify all members of the ~~Executive Committee~~EC ~~the~~EC the particulars of all meetings and gatherings of the ~~organization~~Organization and provide them with the agenda and programs a week in advance of the meeting.
- (k) Notify all Members of the particulars of the Semiannual General Body meeting/s (location, date, time) one month in advance. Provide minutes of the previous General Body meeting, annual report,

treasurer's final report, documenting ~~organization~~Organizational activities and progress, agenda, election of officers and special resolutions, if any; and

- (l) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President, the ~~Executive Committee~~EC or EC or the ~~Board of Trustees~~BOT
- (m) Support the other Officers and members of the ~~Executive Committee~~EC in EC in their activities.
- (n) In the event of the absence of the President, the Secretary shall carry out the duties of the President.

#### SECTION 54. ~~SUPPORT FUNCTION OF THE OTHER EC MEMBERS.~~

##### ~~SUPPORT FUNCTION OF THE OTHER EXECUTIVE COMMITTEE~~EC MEMBERSEC MEMBERS, THE

###### CO-TREASURER-

The Co-Treasurer would have the same role and responsibility as primary Treasurer (except those listed below) and can back-up and represent Treasurer Activities as need be.

Co-Treasurer ~~will~~shall not have following responsibilities of the Treasurer unless and until such responsibility is specifically assigned by the President, Treasurer or the majority of the ~~Executive Committee~~EC; EC; such exception ~~will~~shall require approval of ~~Board of Trustees~~BOT.

- (a) Co-Treasurer ~~will~~shall not be a designated signatory of the ~~organization~~Organization on any financial institute.
- (b) Co-Treasurer ~~will~~shall not have rights to disburse ~~organization~~Organization funds and issue checks, drafts in the name of ~~Organization~~Organization.

###### THE WEBMASTER-

- (a) The webmaster is in-charge of all digital assets of the ~~organization~~Organization.
- (b) Digital Assets include but ~~are~~is not limited to websites, WhatsApp groups, YouTube channels, twitter, Instagram, Facebook ~~groups~~ etc.
- (c) It is the responsibility of the webmaster to administer and manage all digital assets ~~&~~and ensure that those are used consistent with the objectives of the ~~organization~~Organization ~~&~~and in accordance with the purpose stated.
- (d) The webmaster is also in-charge of the data collected and stored by the ~~Organization~~Organization, thus ~~the~~ webmaster has to ensure that proper tools and process are in place to protect the privacy of the members data in accordance ~~of~~with the legal laws.
- (e) The webmaster controls the flow of information between the ~~organization~~Organization and the members, thus the webmaster ~~will~~shall be responsible for ensuring timely communication via various and appropriate channels about events, meetings, and any other communication items requested by the ~~Executive Committee~~EC or EC or the ~~Board of Trustees~~BOT.
- (f) The Webmaster is responsible to develop and maintain brand integrity across all platforms.
- (g) The webmaster is also responsible for creating and updating content, implementing security protocols, creating backups, sorting out software issues.
- (h) The Webmaster is responsible for configuring appropriate access of users to ~~Organization~~Organization's digital Assets.
- (i) The Webmaster ~~will~~shall represent the ~~organization~~Organization in all interactions with other software and hardware providers.

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ARTICLE VI: Joint Responsibility of Executive Committee EC  
and Board of Trustees BOT

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~~Make sure that the organization Organization, its members, office bearers, board and committee members as well as volunteers are abiding by all applicable laws and regulations as well as the constitution of the Mandal.~~

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~~Be actively working with other members of organization Organization, other office bearers and committee members, boards etc. to advance the Organization Organization's mission and goals.~~

~~Assist in monitoring the activities of the various ad hoc committees, commissions or advisory bodies set up by the Executive Committee EC or BOT to undertake various tasks related to the operation of the Organization Executive Committee EC and or BOT and making recommendations to rectify, if necessary.~~

**Commented [GD48]:** This is very awkward language. Not clear what is meant.

~~Assisting the organization Organization in fund raising and public relations activities in coordination with the Executive Committee EC.~~

**Commented [GD49]:** Aren't these EC responsibilities?

~~Review and make suggestions if necessary necessary on contracts, memorandums of understanding and agreements executed by the organization Organization to ensure they are within the organization Organizations' policy and protect the assets of the organization Organization.~~

**Commented [GD50]:** All contracts? Contracts over a certain amount? Contracts for a certain length of time?  
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~~Not engage in any activity that adversely impacts the organization Organization and/or its membership, the schedule of events, the funds of the DFWMM, and the goals/mission of the DFWMM.~~

On behalf of the Organization

~~Represent DFWMM at authorized and/or affiliated events with prior permission of EC and/or BOT.~~

~~If the BOT or any BOT member or EC or any EC member contemplates any litigation or legal proceedings of any kind that will shall bind DFWMM or its resources, the BOT and or EC must obtain the approval of two third majority of the members of DFWMM or seek such approval at the GBM called for this purpose, before initiation of litigation or legal proceedings.~~

~~Creating and following a Code of Ethics and Code of Conduct for the OrganizationOrganization.~~

~~Creating and following Election Guidelines for the conduct of elections to organizationOrganization positions consistent with ByLaws and the Articles of Incorporation.~~

~~Monitoring the operations of the organizationOrganization to verify that they are consistent with the long term objectives of the organizationOrganization and in accordance with the purpose stated in getting qualified as a nonprofit organizationOrganization.~~

~~Publicly disclose any conflicts of interests and not use position on the Executive CommitteeEC as EC as a means for personal or commercial gain.~~

## ARTICLE VI: Joint Responsibility of EC and BOT

### T

- (a) ~~Make sure~~Ensure that the Organization, its members, office bearers, board and committee members as well as volunteers are abiding by all applicable laws and regulations as well as the constitution of the Mandal.
- (b) ~~Be actively~~Actively working with other members of Organization, other office bearers and committee members, boards etc. to advance the Organization's mission and goals.
- (c) Assist in monitoring the activities of the various ad hoc committees, commissions or advisory bodies set up by the EC or BOT to undertake various tasks related to the operation of the Organization.
- (d) Identifying any deviations from the provisions of the Constitution to the EC and or BOT and making recommendations to rectify, if necessary.

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- (e) Assisting the Organization in fund-raising and public relations activities in coordination with the EC.
- (f) Review and make suggestions if necessary, on contracts, memorandums of understanding and agreements executed by the Organization to ensure they are within the Organizations' policy and protect the assets of the Organization.
- (g) Not engage in any activity that adversely impacts the Organization and/or its membership, the schedule of events, the funds of the DFWMM, and the goals/mission of the DFWMM.
- ~~On behalf of the Organization BOT or EC can recommend the General Body for distributions of funds to the Organizations that qualify as exempt Organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of future tax code. On approval of such proposal, such distribution shall be limited to no more than \$2,000 per Organization in a fiscal year and total distribution in the fiscal year shall be limited to no more than \$10,000.~~
- (h) Represent DFWMM at authorized and/or affiliated events with prior permission of the EC and/or the BOT.
- (i) If the BOT or any BOT member or EC or any EC member contemplates any litigation or legal proceedings of any kind that shall bind DFWMM or its resources, the BOT and/or EC shall obtain the approved by special GBM, ~~at of two third majority of the members of DFWMM or seek such approval at the GBM called for this purpose,~~ before initiation of litigation or legal proceedings.
- ~~Creating and following a Code of Ethics and Code of Conduct for the Organization.~~
- ~~Creating and following Election Guidelines for the conduct of elections to Organization positions consistent with ByLaws and the Articles of Incorporation.~~
- ~~Monitoring the operations of the Organization to verify that they are consistent with the long term objectives of the Organization and in accordance with the purpose stated in getting qualified as a nonprofit Organization.~~
- ~~Publicly disclose any conflicts of interests and not use position on the EC as a means for personal or commercial gain.~~

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## ARTICLE VII: CONTRACTS, LOANS, CHECKS AND DEPOSITS

### SECTION 1. PUBLISHING OF ACCOUNTS

#### PUBLISHING OF ACCOUNTS:

After filling of the Tax Returns, the annual financial statements shall be circulated to the General Body and/or published on the website or other communication media selected by the ~~Executive Committee EC-EC.~~

### SECTION 2. BANKING PROCEDURE

#### BANKING PROCEDURE:

The ~~Executive Committee EC-~~ shall maintain all accounts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the ~~organization~~Organization shall be signed by such officer or officers, agent or agents of the ~~organization~~Organization and in such manner as shall from time to time be determined by resolution of the ~~Executive Committee EC-~~. In the absence of such determination by the ~~Executive Committee EC-, EC,~~ such instruments shall be signed by the Treasurer and/or the President of the ~~Organization~~Organization. The ~~Executive Committee EC may~~EC may authorize by a majority decision any other person(s) to operate any bank accounts for special purposes or for the functioning of any of the committees, either alone or along with one of the officers of the ~~Executive Committee EC-~~.

### SECTION 3. INVESTMENT OF FUNDS

#### OF FUNDS:

All funds of the ~~organization~~Organization not otherwise invested into securities or into tangible or real assets of the ~~organization~~Organization shall be deposited from time to time to the credit of the ~~organization~~Organization in such banks, trust companies or other ~~depositories~~depositories as the ~~Executive Committee EC~~ may select and may not be held in the name of any individual officer, ~~or~~ trustee or member of the ~~Organization~~Organization.

### SECTION 4. BUDGETS AND EXPENSE LIMITS

#### BUDGETS AND EXPENSE LIMITS:

The Treasurer of the Organization shall prepare the annual operating budget and present it to the EC for approval. This approved budget shall then be presented to BOT for their approval. The approved budget shall guide the spend throughout the year. The EC shall strive to execute within the approved budget. However, in case of and unforeseen events and expenditures and, in such cases, following process shall be followed by the EC and the BOT.

AMENDED AND RESTATED BYLAWS - Draft

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- (a) The EC shall promptly notify the BOT of the anticipated additional items not covered in the budget (such as an addition of an unanticipated or unplanned program or any other expense) and provide the revenue projection and expense forecast for it.
- (b) The EC shall seek BOT approval under the following scenarios:
  - a Forecasted expenses are above the budget line item by 105% of the original budget or \$1,000 USD whichever is higher.
  - ~~— Total annual forecasted expenses are above the original budget by 10% of the original budget or \$20,000, whichever is lower.~~
  - ~~— The EC and the BOT shall seek inform General Body at the next GBM if the projected loss is more than 25% of the original approved budget or \$40,000 USD for the year. approval under the following scenario:~~
    - ~~— Forecasted expenses are above the budget by 25% of the original budget for major events. Major events are defined as the events that have an overall budget of \$40,000 or more.~~
- (c) The Organization shall not be held responsible monetarily or otherwise, for any agreements reached between parties without the required approval of the designated Organization officers, the EC or the BOT as set forth herein.

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Unless approved by the GBM of the Organization at the time of approval of the Organization’s annual or event budget, no loans or obligations shall be contracted on behalf of the Organization, no evidence of indebtedness shall be issued in the name of the Organization, no debits from the Organization’s bank accounts shall be made and no expenditures shall be made by the Organization.

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~~The Treasurer of the organization~~Organization shall prepare the annual budgets of the organization~~Organization~~ and present it to the Executive Committee~~EC~~ for EC for approval. This approved budget should then be presented to BOT for their approval. ~~The approved budget by BOT will~~shall be the operating fund for the year and should be spend in accordance with the guidelines set.  
~~The Executive Committee~~EC and~~EC~~ and the BOT should adhere to the spend limits set below:

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- (a) ~~The Executive Committee~~EC can~~EC~~ can collectively spend, or incur expenditures on behalf of the organization~~Organization~~ in an amount not exceeding \$10,000 per event outside the approved budget, after seeking concurrence within the Executive Committee~~EC~~. ~~The total annual excess spend outside of approved budget is capped at \$25,000.~~
- (b) ~~The Executive Committee~~EC is~~EC~~ is required to seek approval of BOT for spend, expenditures on behalf of the organization~~Organization~~ in amount over \$10,000 outside the approved budget per event but not exceeding \$3025,000 per event~~for the entire fiscal year.~~ This approval should be requested with appropriate budget proposal sent by the Treasurer to the BOT in early stages of the event planning.
- (c) ~~For amounts expenses, or expenditures in the aggregate in excess of \$3010,000 per event outside the approved budget, approval of the General Body shall be needed.~~
- (d) ~~The organization~~Organization shall not be held responsible monetarily or otherwise, for any agreements reached between parties without the required written approval of the designated organization~~Organization~~ officers, Executive Committee~~EC~~ or~~EC~~ or Board of Trustees~~BOT~~ as set forth herein. In such circumstances ~~Executive Committee~~EC Members~~EC~~ Members will~~shall~~ be jointly held responsible.

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~~Unless approved by the Board of Trustees~~BOT of the organization~~Organization~~ at the time of approval of the Organization~~Organization~~'s annual or event budget, no loans or obligations shall be contracted on behalf of the Organization~~Organization~~, no evidences of indebtedness shall be issued in the name of the

~~Organization~~Organization, no debits from the ~~Organization~~Organization's bank accounts shall be made and no expenditures shall be made by the ~~organization~~Organization.

SECTION 5. EXPENSE REIMBURSEMENT

EXPENSE REIMBURSEMENT.

Any individual who may have incurred an expense on behalf of the ~~Organization~~Organization, for carrying out activities authorized by ~~the Executive Committee~~EC or EC or ~~the Board of Trustees~~BOT shall be reimbursed for such expense, upon submission of the proof.

SECTION 6. GIFTS

GIFTS.

The ~~Executive Committee~~EC may EC may accept on behalf of the ~~organization~~Organization any contribution, gift, donation/sponsorship, bequest or devise for the general purposes or for any special purpose of the ~~Organization~~Organization. However, no individual member of the EC or of the BOT shall accept any gift of significant value as an individual gift.

SECTION 7. RESTRICTED FUNDS.

RESTRICTED FUNDS.

Any funds that are not specifically designated as restricted funds in writing by the donor at the time of the donation shall be deemed to be intended to be unrestricted funds of the ~~organization~~Organization. All funds collected as restricted fund for a specific purpose shall be used only for that purpose. Language consistent with this policy shall be included on donation receipts to the donors.

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## ARTICLE VIII: COMMITTEES, COMMISSIONS AND ADVISORY BOARDS, MARATHI SHALA

### COMMITTEES, AFFILIATED ORGANIZATIONORGANIZATIONS, SOCIAL INTEREST CLUBS, COMMISSIONS AND ADVISORY BOARDS

#### SECTION 1. COMMITTEE-AT-LARGE:

##### COMMITTEE AT LARGE:

The ~~Executive Committee~~EC-EC, by resolution adopted by a majority of its voting members in office, may form a committee-at-large to assist in day-to-day functioning of the ~~Organization~~Organization. Size of Such Committee-at-large shall not be greater than 5% of the total membership in the prior fiscal year or 30 members whichever is higher. All of the members of such a committee must be members in good standing of the ~~Organization~~Organization. The committee at-large, without intruding on the responsibilities of the EC or the BOT ~~will~~shall assist and provide support to the ~~organization~~Organization, or EC, or ~~BOT~~ in BOT in the management of day-to-day operations of the ~~Organization~~Organization. The designation of such committees and the delegation thereto of authority shall not operate to relieve the ~~Executive Committee~~EC or EC or BOT, or any individual member of the ~~Executive Committee~~EC-EC, of any responsibility imposed upon it, him or her by law. Pursuant to Article VIII section 3 term of such committee will not extend beyond the term of the EC appointing this Committee-at-large.

#### SECTION 2. MARATHI Language School aka Marathi Shala SHALA

##### AFFILIATED ORGANIZATIONORGANIZATIONS

~~Currently there are two autonomously operated Marathi Shalas affiliated to DFWMM, namely Plano Marathi Shala and Irving Marathi Shala (Miboli Marathi Shala). The main objective of Marathi shala is to teach students about conversing, reading, and writing Marathi, thereby preparing them to appreciate the Marathi language's elegant beauty through teaching and various cultural activities by participating in cultural programs and events.~~

~~While shalas operate autonomously, any conflict related to shala can be brought to BOT for mediation and conflict resolution. Details of operating guidelines between Shala coordinators, Shala operations and DFWMM EC or BOT is documented in "Operating Guideline Document between DFWMM and Marathi Shalas" and published on DFWMM website. This document will be reviewed and agreed by the Shala coordinators, the BOT and the EC. Among other things, this document includes sections for communications between shala coordinators, the BOT, and the EC conflict resolution for any issues related to shalas.~~

~~Currently there are two autonomously operated Marathi Shalas affiliated to DFWMM, namely Plano Marathi Shala and Irving Marathi Shala (Miboli Marathi Shala). In future, if any new shala shall want to be affiliated with DFWMM and be part of DFWMM, shala coordinate shall work with BOTs to align on operating guideline document. The decision to add a new shala under DFWMM umbrella shall rest with BOTs.~~

AMENDED AND RESTATED BYLAWS - Draft

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~~Currently there are two independently autonomously operated Marathi Shalas, namely Plano Marathi Shala and Irving Marathi Shala (Miboli Marathi Shala). The main objective of shala is to teach students about conversing, reading, and writing Marathi, thereby preparing them to appreciate the Marathi language's elegant beauty through teaching and various cultural activities by participating in cultural programs and events hosted by Marathi Shala and DFWMM.~~

~~autonomous organization Organizations affiliated to DFWMM namely Plano Marathi Shala and Irving Marathi Shala (Collectively Called Marathi Shalas here after). Any future affiliations or social clubs should be discussed with the membership and clear document conveying the nature of these relationships should be approved in the GBM before such affiliations are awarded. Such Affiliations should only be granted to 100% volunteer run organization Organizations that are non profit and aligned to the mission of DFWMM. BOT or DFWMM EC does not have rights to unilaterally approve such affiliations without GBM's approval. Similarly DFWMM reserves the right to revoke such affiliations with a majority vote in any GBM that meets quorum. Notice of motion to invoke or revoke any affiliations should be given to membership at least 30 days in advance of such GBM. To continue the affiliations with DFWMM, it is the expectation that the affiliated organization Organizations should continue and maintain the purpose for which it was formed.~~

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~~Below willshall define the relation between currently affiliated organization Organizations (Marathi Shalas) and DFWMM.~~

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~~Each Marathi Shala is autonomously operated and assumes following responsibilities must meet the following requirements:~~

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~~They must file with the Texas Secretary of State as a Texas Non Profit and maintain the status of "Good Standing" with both the Texas Secretary of State's Office and the Texas Comptroller's Office.~~

~~(a) They must at all times have a Creating governance document clearly defining the operational aspect of operating their Organization Organization Marathi Shala including but not limited to appointment of coordinators, teachers, Code of Conduct document for coordinators, teachers conflict resolution process etc..~~

~~(b) Responsibility and liability of actions of the coordinators, teachers etc.~~

~~(c) It is desirable that [these organization Organizations must obtain a general liability insurance for a minimum coverage amount of atleast 100,000 and if possible shall add DFWMM as a loss payee]~~

Commented [VA(B54): Why are we asking SHALA to get a separate insurance?

~~(d) These organization Organizations shall also make good faith attempts to get liability waivers from volunteers and program participants.~~

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~~(e) Curriculum and class planning~~

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~~(f) Volunteer teacher enrollment and assignments~~

~~(g) Handling Shala finances and tracking expenses~~

~~(h) Hosting events for Students as mandated by BMM Marathi Shala~~

~~(i) Participating in cultural events hosted by DFWMM~~

~~(j) Conducting BMM Marathi Language Exams~~

~~(k) Coordinating with BMM Marathi Shala for curriculum and exams~~

~~Dallas Fort Worth Maharashtra Mandal (DFWMM) willshall may provide following nonbinding support services to the Marathi Shalas provided they have met the basic requirements for affiliated organization Organizations listed above to best of its abilities:~~

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~~Organization Organization Structure of a non profit organization Organization for~~

~~(a) Facility rental agreements to conduct in person classes~~

~~(b) Liability Insurance certificate only for the facilities where in person classes are conducted~~

Commented [VA(B55): How about coverage at the SHALA events?

~~(c) Enrolling the Marathi Language as an official course in Public School Districts~~

(d) Access to Bruhn Maharashtra Mandal (BMM) Marathi Shala curriculum and Shala Exam Credits.

Financial support for

(a) Collection of annual registration fees from students

(b) Reimbursements of actual Shala related expenses within a reasonable time after receiving receipts

(c) Technology support for

Annual student registration on DFWMM Website

Shala information on DFWMM Website

Microsoft Office 365 accounts providing email, drive, word processor, spreadsheet, and numerous office productivity tools

Membership support for

(a) DFWMM programs and events, including free events and discounted tickets as deemed necessary by the EC.

(b) Marathi Shala students' special recognition and participation at cultural programs hosted and promoted by DFWMM

Details of operating guideline between Shala coordinators, Shala operations and DFWMM is documented in "Operating Guideline Document between DFWMM and Marathi Shalas" and published on DFWMM website. This document will be reviewed and agreed by the Shala coordinators, BOT and EC. Among other things, this document includes sections for communications between shala and DFWMM, conflict resolution for any issues related to shalas.

~~Any conflict between the DFWMM Executive Committee EC / DFWMM and affiliated organization Organizations will shall be handled by BOT on behalf of the organization Organization. It is expected that all parties collaborate in good faith to seek high quality solution that meets mutual needs while preserving the relationship. If such solution is not agreed on all disputes should be referred to GBM.~~

### SECTION 3. COMMISSIONS OR ADVISORY BODIES

#### COMMISSIONS OR ADVISORY BODIES.

- (a) Commissions or advisory bodies not having and not exercising the authority of the ~~Executive Committee EC~~ or EC or BOT of the ~~organization Organization~~ may ~~Organization may~~ be designated or created by the BOT or EC; -and shall consist of such person/s as the ~~Executive Committee EC~~ -or BOT designates.
- (b) The BOT or EC in creating a commission or advisory body and appointing its members shall clearly explain its nature and duration and scope of duties and the expectations by the ~~Organization Organization~~.
- (c) The BOT in its power if required, shall ~~ould~~ form such commissions for strategic, long-term and non-operational initiatives; ~~whereas, whereas~~ EC shall ~~ould~~ limit appointing such commissions to address operational and ~~short term short-term~~ concerns.
- (d) The Commission or Advisory Board ~~will shall~~ cease to exist past the stated duration unless an extension is offered by the BOT with majority vote.
- (e) The advisory board or commission appointed by BOT or EC shall be terminated sooner by ~~the~~ BOT or EC respectively, if it has achieved its said purpose or said purpose is no longer in ~~any the~~ interest of the ~~Organization Organization~~.
- (f) Any advisory board or the commission appointed by EC ~~will shall~~ automatically terminate with the term of current EC.

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- (g) A commission or advisory body ~~will~~shall consist of at least one current member of the ~~Executive Committee~~EC and EC and the ~~Board of Trustees~~BOT who ~~will~~shall jointly act as liaison, as the EC and BOT respectively determines. If the term of a current member of the EC or the BOT is ended, the respective body can select a new member from its current body as a representative on the commission or advisory board.
- (h) The commission or advisory body may not act on behalf of the ~~organization~~Organization or bind it to any actions but may make recommendations to the BOT.

### SECTION 3. TERM OF OFFICE

#### TERM OF OFFICE.

The term of committee-at-large ~~will~~shall coincide ~~that~~with the term of the EC that appoints it. The ~~committee~~committee-at-large ~~will~~shall automatically dissolve with the end of term of current EC. Each member of Commissions or Advisory Board ~~will~~shall have specific duration as clearly stated in the resolution of its formation, or unless such member be removed from such committee, advisory board or commission by the ~~Executive Committee~~EC, or unless such member shall cease to qualify as a member thereof.

### SECTION 4. CHAIRMAN

#### CHAIRMAN.

One member of each advisory board or commission shall be appointed chairman.

### SECTION 5. VACANCIES

#### VACANCIES.

Vacancies in the membership of any committee, advisory board or commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

### SECTION 6. QUORUM

#### QUORUM.

Unless otherwise provided in the resolution of the ~~Executive Committee~~EC designating EC designating a committee, advisory board or commission, a majority of the whole committee, advisory board or commission shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee, advisory board or commission.

### SECTION 7. RULES

#### RULES.

Each committee, advisory board or commission may adopt rules for its own governance consistent with these By-Laws or with rules adopted by the ~~Executive Committee~~EC-EC.

### SECTION 8. INFORMAL ACTION

#### INFORMAL ACTION.

The authority of a committee may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all the members of the committee entitled to vote.

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## ARTICLE ~~VIII~~IX: WAIVER OF NOTICE for BOT Meetings

Whenever any notice is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of The General Not-for-Profit Business ~~organization~~Organization Act of the State of Texas, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such ~~notice, notice.~~ Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

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## ARTICLE IX: INDEMNIFICATION

OF OFFICERS, ~~EXECUTIVE COMMITTEE~~ EC, ~~EC~~, ~~BOARD OF TRUSTEES~~ BOT, Members of ~~Committee at Large~~,  
Authorized  
EMPLOYEES ~~Volunteers~~ AND AGENTS

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Commented [GD56]: You should obtain D & O insurance (Sometimes also E & O insurance)

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Unless otherwise prohibited by law, DFWMM shall indemnify any Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent who may have served at its request currently or in past as a Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent of the corporation, whether for-profit or not-for-profit work, and may, by resolution of the Executive Committee, and Board of Trustees, indemnify any of above, against any and all expenses and liabilities actually and necessarily incurred by him/her or imposed on him/her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which s/he may be or is made a party by reason of being or having been such a Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent; contingent upon the following limitations:

The party seeking indemnification must have acted and continue to act in good faith to cooperate and resolve any claims, actions, suites, proceedings etc. involving DFWMM.

The party seeking indemnification must have taken reasonable steps to mitigate expenses, costs, and liabilities of DFWMM

The party seeking indemnification must provide a full accounting including invoices, receipts, bills, proof of payment, etc. for all expenses they are seeking indemnification for.

The party shall notified DFWMM as soon as practicable (but no later than 30 days) after they first received knowledge of involvement in a formal dispute arising out of duties performed to the organization. Organization. Failure to notify the organization. Organization, in a reasonable timeframe shall be grounds for the organization. Organization, to not indemnify the party seeking indemnification.

The Organization. Organization, shall only reimburse expenses that are found to be reasonable, fair, actual and necessary subject to fair market rates and a third-party audit of such expenses.

However, that there shall be no indemnification in relation to matters as to which s/he shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Non-Profit for damages arising out of his/her own negligence or misconduct in the performance of a duty to the Non-Profit.

(a) Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, reasonable market rates for counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or volunteer. The Non-Profit may advance expenses to to, or where appropriate may itself, at its expense, undertake the Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent; provided, however, that such Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent shall undertake to repay or to reimburse such expense if it shall ultimately be determined that s/he is not entitled to indemnification under this Article.

(b) The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

(c) The indemnification provided by this Article shall not be deemed exclusive to any other rights to which such director, officer, or volunteer may be entitled under any statute, Bylaw, agreement, vote of the Board of Directors, or otherwise and shall not restrict the power of the Non-Profit to make any indemnification permitted by law.

(d) The Executive shall authorize the purchase of insurance on behalf of any director, officer, authorized volunteer, or other agent against any liability asserted against or incurred by him/her which arises out of such

person's status as a director, officer, authorized volunteer, or agent or out of acts taken in such capacity, whether or not the Non-Profit would have the power to indemnify the person against that liability under law in accordance to rules set forth by the Bylaws below.

(e) In no case, however, shall the Non-Profit indemnify, reimburse, or insure any person for any taxes imposed on such individual under Chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Non-Profit is deemed to be a private foundation under the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined by the code.

(f) If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

**SECTION 1.**

The organization~~Organization~~ shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Organization~~Organization~~) by reason of the fact that such person is or was a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, committee at large, advisory board, commission, officer, employee or agent of the Organization~~Organization~~, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Organization~~Organization~~, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Organization~~Organization~~, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**SECTION 2.**

The organization~~Organization~~ shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the organization~~Organization~~ to procure a judgment in its favor by reason of the fact that such person is or was a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, committee at large, advisory board, commission, officer, employee or agent of the Organization~~Organization~~, or is or was serving at the request of the organization~~Organization~~ as a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, officer, employee or agent of another Organization~~Organization~~, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the organization~~Organization~~ and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the organization~~Organization~~ unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

**SECTION 3.**

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**Commented [GD57]:** These two paragraphs are very similar and might be better if combined. Consider adding language that requires Officers, Trustees, GBM members, employees and agents to notify the Organization within 3 days of receiving any notice of or as soon as practicable thereafter of receiving notice of being named in a lawsuit resulting from their association with DFWM in order to be eligible for indemnification. Also consider adding a provision requiring pre-approval of counsel by EC and BOT or the Organization may opt not to indemnify full legal expenses if the Organization does not approve of counsel AND the rate at which legal expenses are charged are deemed to far exceed the norm.



To the extent that a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, officer, employee or agent of a organization~~Organization~~ has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in sections 1 and 2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith.

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**SECTION 4.**

~~A Individual or Business may be ny indemnification indemnified under sections 1 and 2 shall be made by the organization~~Organization~~ only as authorized in the specific case upon subject to a determination that such indemnification of the member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, committee at large, advisory board, commission, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in sections 1 and 2. Such determination shall be made (a) by the by a majority vote of a quorum of the Executive Committee~~EC~~ consisting of members of the Executive Committee~~EC~~ who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested members of the Executive Committee~~EC~~ so directs, by independent legal counsel in a written opinion, or (c) by the majority vote of the votes cast by the Mandal Representatives having the right to vote at a meeting of the General Body.~~

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**SECTION 5.**

~~Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the organization~~Organization~~ in advance of the final disposition of such action, suit or proceeding, as authorized by the Executive Committee~~EC~~ in the specific case, upon receipt of an undertaking by or on behalf of the member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the organization~~Organization~~ as authorized in this article.~~

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**SECTION 6.**

~~The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By Law, agreement vote of members or disinterested members of the Executive Committee~~EC~~ or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.~~

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**SECTION 7.**

~~The organization~~Organization~~ shall have power to purchase and maintain insurance on behalf of any person who is or was a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, committee at large, advisory board, commission, officer, employee or agent of the Organization~~Organization~~, or is or was serving at the request of the organization~~Organization~~ as a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, officer, employee or agent of another Organization~~Organization~~, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in such capacity, or arising out of his or her status as such, whether or not the organization~~Organization~~ would have the power to indemnify such person against such liability under the provisions of these sections.~~

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**SECTION 8.**

~~If the organization~~Organization~~ has paid indemnity or had advanced expenses to a member of the Board of Trustees~~BOT~~ or the Executive Committee~~EC~~, committee at large, advisory board, commission, officer, employee or agent, the organization~~Organization~~ shall report the indemnification or advance in writing to the General Body with or before the notice of the next meeting of the General Body.~~

SECTION 9.

References to "the ~~Organization~~Organization" shall include, in addition to the surviving ~~Organization~~Organization, any merging ~~Organization~~Organization, including any ~~organization~~Organization having merged with a merging ~~Organization~~Organization, absorbed in a merger which otherwise would have lawfully been entitled to indemnify its ~~Board of Trustees~~ Board of Trustee, or Member of EC, or member of Committee at Large, or any authorized volunteer, or any authorized person/agent, ~~Executive Committee, officers, and employees or agents.~~

Authorized Volunteer or Agent for the purposes of Article X is deemed to be someone who is authorized by majority of EC or Majority of BOT to work or help in conduct of lawful business of the organization.

## ARTICLE XI: DISPUTE RESOLUTION

In the event of a serious disagreement between the ~~Executive Committee~~EC- and/or the members of the ~~organization~~Organization and/or the ~~Board of Trustees~~BOT regarding the interpretation of the By-Laws or Articles of Incorporation of the ~~Organization~~Organization, the parties shall be entitled to declare a dispute. Disputes between the ~~Board of Trustees~~BOT and the ~~Executive Committee~~EC- that EC that the actions of the other violate the Articles of Incorporation or these By-Laws or may cause material harm to the ~~organization~~Organization shall be referred to the General Body as provided in [Article III Section 3](#) of these ~~By-Laws~~Laws. Declarations of other disputes shall be in writing, stating the issue in dispute, and shall be addressed to the ~~Executive Committee~~EC- & EC & ~~Board of Trustees~~BOT. ~~The Executive Committee~~EC- & EC & ~~the Board of Trustees~~BOT shall consider such a declaration within four (4) weeks of receiving it.

Internal Dispute Resolution Process: Unless doing so would cause irreparable harm to the complainant or the Organization, any member, officer, trustee, or agent of the Organization shall notify the Organization of their grievance with the Organization or its officers, trustees or agents, and allow both EC and BOT 30 days to attempt to resolve the dispute or address the complaint amicably prior to formal mediation.

~~Unless doing so would cause irreparable harm to the complainant or the Organization~~Organization, any member, officer, trustee, or agent of the ~~Organization~~Organization shall notify the ~~Organization~~Organization of their grievance with the ~~Organization~~Organization or its officers, trustees or agents, and allow both EC and BOT 30 days to attempt to resolve the dispute or address the complaint amicably prior to formal mediation.

Mandatory Mediation: Unless there is compelling reason why the parties shall be harmed any member, officer, trustee, or agent with disputes related to the Organization that are not resolved by out of court good faith settlement efforts in accordance with Internal Dispute Resolution process above shall seek supervised mediation. Mediation shall be conducted by a court approved mediator should all the parties not agree to a mediator.

~~If the EC and / or the BOT~~ Unless there is compelling reason why the parties will shall be harmed any member, officer, trustee, or agent with disputes related to the ~~Organization~~Organization that are not resolved by out of court good faith settlement efforts in accordance with Internal Dispute Resolution process above shall seek supervised mediation. Mediation shall be conducted by a court approved mediator should the parties not agree to a mediator.

~~The Executive Committee~~EC- & ~~Board of Trustees~~BOT shall consider such declaration within two (2) weeks of receiving it. ~~Should~~are the ~~Executive Committee~~EC- not be able to resolve the dispute to the satisfaction of the parties to the dispute, the dispute shall be referred to an independent arbitrator mutually acceptable to the parties to the dispute and the ~~Executive Committee~~EC-. The parties shall designate such arbitrator within ~~2-4~~ weeks after the failure of the ~~Executive Committee~~EC- & EC & ~~Board of Trustees~~BOT to resolve such dispute. If the parties and the ~~Executive Committee~~EC- & ~~Board of Trustees~~BOT cannot agree on a mutually agreeable arbitrator, they shall each appoint an arbitrator and the ~~Executive Committee~~EC- & ~~Board of Trustees~~BOT shall appoint a third arbitrator. If the ~~Executive Committee~~EC- & EC & ~~Board of Trustees~~BOT is one of two parties to a dispute, the arbitrators selected by the parties to the dispute shall mutually select a third arbitrator.

In the event three arbitrators are selected, the decision of the arbitrators shall be made by an affirmative vote of two out of the three arbitrators.

The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of

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law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice and prior practice of the ~~organization~~Organization with respect to any ambiguous provision of the By-Laws or Articles of Incorporation; provided however the arbitrator shall not (a) have the authority to disregard or refuse to enforce any lawful ~~organization~~Organization policy; (b) require ~~organization~~Organization to adopt a policy not otherwise required by law, which ~~organization~~Organization has not adopted; (c) violate the plain meaning of these By-Laws or the Articles of Incorporation and (d) violate any applicable law.

The person(s) declaring the dispute and the ~~Executive Committee~~EC & EC &/or ~~Board of Trustees~~BOT, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.

The provisions of this [Article XI](#) do not supersede and are subject to powers, right to remove from office or as a member, or other dispute resolution mechanisms explicitly set forth in the Articles of Incorporation or these By-Laws, including without limitation in [Article II Section 4-8](#), or [Article III section 6 and Article IV Section 5](#) of these By-Laws.

In all other situations, arbitration as set forth herein shall be the sole, exclusive and final remedy for any dispute that may arise from the interpretation of these By-Laws or Articles of Incorporation of the ~~Organization~~Organization. The decision of the arbitrator shall be final and binding upon all the parties to the dispute, the ~~Executive Committee~~EC and EC and the ~~Organization~~Organization. Judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction thereof.

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## ARTICLE XII: CONFLICT OF INTEREST OF INTEREST

An elected Member of ~~Executive Committee~~ EC (EC), Member of ~~Board of Trustees~~ BOT (BOT) and and/or any appointed agents by EC and/or BOT would be considered to have a 'Conflict of Interest' with that of DFWMM 'Dallas/Fort Worth Maharashtra Mandal';

- (a) If the concerned member's actions are directly or indirectly detrimental to Dallas/Fort Worth Maharashtra Mandal DFWMM's interest.
- (b) If the concerned member ceases to act impartial and/or loyal to the Dallas/Fort Worth Maharashtra Mandal DFWMM
- (c) If the concerned member tries to influence the decisions to profit from because of his/her personal and/or professional interest.

### SECTION 1.: PURPOSE Purpose:

The purpose of the ~~conflict of interest~~ conflict-of-interest policy is to protect this DFWMM's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the ~~Organization~~ Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable ~~organization~~ Organizations.

### SECTION 2.: Definitions: DEFINITIONS

#### 2.01 Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### 2.02 Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- (a) An ownership or investment interest in any entity with which the ~~Organization~~ Organization has a transaction or arrangement.
- (b) -A compensation arrangement with the ~~Organization~~ Organization, or with any entity or individual with which the ~~Organization~~ Organization has a transaction or arrangement, or
- (c) -A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the ~~Organization~~ Organization 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. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### SECTION 3.: PROCEDURES Procedures

#### 3.01 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 directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

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3.02 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 governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

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3.03 Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the governing board 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.

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(b) The chairperson of the governing board or committee shall, if appropriate, appoint a neutral or unbiased person or committee to investigate alternatives to the proposed transaction or arrangement.

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(c) After exercising due diligence, the governing board or committee shall determine whether the Organization 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.

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(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested/neutral volunteers/committee members whether the transaction or arrangement is in the Organization'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.

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3.04 Violations of the Conflicts of Interest Policy

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(a) If the governing board or 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.

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(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, like but not limited to seeking reimbursement of payments made, declaring the entity to be black listed avoiding future transaction or termination of the membership of the member per Article II section 8.

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SECTION 4.- Records of Proceedings

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The minutes of the governing board and all committees with board delegated powers shall contain:

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(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 governing board's or committee's decision as to whether a conflict of interest in fact existed.

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(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.

(c) Whenever DFWM contracts with another entity, individual, or party, the EC shall ensure that they have researched and evaluated 3 independent bids before entering into said contract.

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SECTION 5.- Compensation

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(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

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(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the ~~Organization~~Organization, for services is precluded from voting on matters pertaining to that member's compensation.

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(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the ~~Organization~~Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

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SECTION 6.- Annual Statements

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Each director, principal ~~officer~~officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

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(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 the ~~Organization~~Organization 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.

SECTION 7.- Periodic Reviews

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To ensure the ~~Organization~~Organization 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 by the BOT or any other authorized agent. The periodic reviews shall, at a minimum, include the following subjects:

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(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 ~~organization~~Organizations conform to the ~~Organization~~Organization'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.

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SECTION 8.- Use of Outside Experts

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When conducting the periodic reviews as provided for in Article Seven, the ~~Organization~~Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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~~In such incident mentioned above, the concerned member shall be expelled from his/her position by a 2/3<sup>rd</sup> majority vote of the Executive Committee~~EC~~ and Board of Trustees~~BOT~~ combined.~~

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## ARTICLE XIII: OTHER PROVISIONS

The controlling object and purposes of the ~~organization~~Organization are to receive by gift/donation, property, real and personal, and to maintain, use and operate the same in such manner as to promote and foster its corporate objects and purposes set forth in the Articles of Incorporation, as well as those of the gifts which it shall receive subject to the terms and conditions on which it may receive the same. No part of the net income of the ~~organization~~Organization shall ever inure to the benefit of its officers, trustees or any private individual provided, however, that reasonable compensation may be paid for services rendered to the ~~Organization~~Organization. No member or trustee of the ~~organization~~Organization shall have any personal liability for corporate obligations and the methods of enforcement and collection thereof.

The ~~organization~~Organization can be dissolved only by a 2/3rds majority vote of the votes cast by the Mandal Representatives having the right to vote at a meeting of the General Body.

Upon dissolution or liquidation of the ~~Organization~~Organization, all of its assets remaining after payment of all of its liabilities and obligations shall be distributed exclusively for the purposes of the ~~organization~~Organization in such manner or to such ~~organization~~Organization or ~~organization~~Organizations as shall at the time qualify as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended.

No substantial part of the activities of the ~~organization~~Organization shall consist of carrying ~~political agenda or participating in partisan politics on propaganda~~ or otherwise attempting to influence legislation, nor shall the ~~organization~~Organization in any manner or to any extent participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

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**Commented [GD64]:** There is a lot of references to this word "Propaganda." This could mean different things to different people. I think you mean to say political agendas or participating in partisan politics as this is strictly a non-political Organization

## ARTICLE ~~XIII~~XIV: AMENDMENTS

The By-Laws or Articles of Incorporation of the ~~organization~~Organization may be made, altered, amended or repealed according to the following procedure:

- (a) Any member in good standing has a right to suggest alterations, ~~amendments~~amendments, or repeal of the By-Laws. Such a proposal shall ~~ould~~ be ~~send~~sent to the ~~Executive Committee~~EC and EC and/or BOT.
- (b) ~~Executive Committee~~EC ~~should~~EC shall ~~ould~~ first review such proposals and by majority vote shall ~~ould~~ provide their recommendations to the BOT within 30 days of such receipt of proposal. ~~- If the EC fails to act within such 30-day period the submitted Bylaws or Articles of Incorporation shall be referred to the BOT for their review.~~
- (c) In addition, any alterations, amendment or repeal of the By-Laws or Articles of Incorporation can be initiated by a majority vote of the ~~Executive Committee~~EC-EC. The By-Laws may contain any provisions for the regulation and management of the affairs of the ~~organization~~Organization consistent with the law or the Articles of ~~Incorporation~~Incorporation.
- (d) The suggested amendment or repeal of By-Laws or Articles of Incorporation shall ~~then~~ be submitted to the ~~Board of Trustees~~BOT for their review. Within 30 days after such submission, the ~~Board of Trustees~~BOT shall accept the submission, reject it or suggest modifications. If the ~~Board of Trustees~~BOT fails to act within such ~~30 day~~30-day ~~period~~period, the submitted By-Laws or Articles of Incorporation shall be deemed accepted by the ~~Board of Trustees~~BOT.;
- ~~(e) The Executive Committee shall EC shall have the right to override the rejection or the amendment of the submitted By-Laws or Articles of Incorporation by a vote of 2/3rds of its members which must be held within 30 days after the decision of the Board of Trustees; BOT (suggestion from member to remove this).~~
- (e) The amendment accepted by BOT then shall be proposed to the ~~The~~ General Body at the GBM. The ~~General Body~~ shall vote on the altered, amended or repealed By-Laws or Articles of Incorporation at ~~the~~ ~~next~~that meeting of the General Body ~~-to elect the Executive Committee~~EC-~~or~~EC or a special GBM meeting called specifically to review the altered, amended or repealed By-Laws or Articles of Incorporation.
- ~~(f) of the Board of Trustees~~BOT called specifically to review the altered, amended or repealed By-Laws or Articles of Incorporation.
- (f) A majority vote cast at a GBM with full quorum as defined in Article II section ~~6 shall~~6 shall be required to adopt the altered, amended or repealed By-Laws or Articles of Incorporation.

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## ARTICLE XIV: ETHICS & CODE OF CONDUCT

In accordance with our ~~Principles~~ principles, the ~~organization~~ Organization is committed to creating a long-term value for all of ~~the organization~~ Organization members and community at-large. The ~~organization~~ Organization's culture ~~will~~ shall encourage open communication, operating with the highest standard for compliance with applicable laws, regulations, and policies for a not-for-profit ~~Organization~~ Organization. We ~~will~~ shall abide by the ~~organization~~ Organization's By-Laws and principles and we ~~will~~ shall do business only by lawful and ethical means.

1. Dealing with ~~organization~~ Organization's members, ~~customers~~ customers, and suppliers – We shall conduct business only with reputable entities who are involved in legitimate business activities and whose funds are derived from legitimate sources and used for legitimate purposes. We shall ~~act~~ deal with integrity and respect for self and others. We shall not slander, ~~gossip~~ gossip, or make an improper reference to any entity within and outside the ~~organization~~ Organization that ~~will~~ shall cast them in poor taste.
2. Protecting Assets – We ~~will~~ shall have a direct role in protecting the ~~Organization~~ Organization's assets- Tangible and Intangible. Tangible Assets of the ~~organization~~ Organization are property, money, investments & equipment, ~~physical and digital media and files~~. Intangible Assets of the ~~organization~~ Organization are ~~electronic files, trademarks, patents, confidential information customer databases, mailing list, media, printed material,~~ & copyrighted information. These items shall ~~be~~ be protected with ~~utmost~~ confidentiality and respect to individual privacy.
3. Improper Payments- We shall conduct business without offering or giving anyone a bribe, kickback, illegal political contribution or other improper payment of any kind and avoid the appearance of any improper payment. We ~~will~~ shall refuse gifts, loans, favors or kickbacks from third parties, such ~~as~~ vendors, suppliers, members, customers, or agents.
- ~~4. Counter terrorism and preventing money laundering – We shall maintain and follow a “know your customer” approach. We will~~ Shall use due diligence and promote security by conducting our business in such a way to obey the spirit and letter of counter terrorism, money laundering prevention, comply with all applicable laws that prohibit money laundering.
4. ~~Avoiding~~ Conflicts of Interest - We have a fundamental ethical obligation to avoid conflicts of interest and make sound business decisions on behalf of the ~~organization~~ Organization that are undistorted by our individual, family, financial or other interests.
5. ~~Publicly disclose any conflicts of interests and not use position on the EC, - BOT or any volunteer position as a means for personal or commercial gain.~~
6. ~~Listed here is an example: In an event where a member serving in any capacity or not, seeks to do business with the Organization for profit or non-profit purposes shall~~ ~~ould~~ recuse himself/herself from the decision-making process of such matter. In such (or any) instance it is expected that the decision makers solicit bids from multiple vendors (up to 3) and document the reasoning for the decision in favor or against such member or business.
7. ~~No member, office bearer, committee/commission/advisory board member, EC member or BOT shall represent DFWM without prior authorization by Majority of EC or Majority of BOT. Such Authorization shall~~ ~~ould~~ not be awarded/used in conflict with the stated purpose of the organization especially but not limited to organizations belief to be apolitical.
- 5-8. ~~No member or committee member~~ representative serving currently or in past shall use the DFWM membership or its association with DFWM to incur personal favors or benefits or seek to profit for themselves or their family members.

~~Listed below are few examples:~~

~~In an event where a member serving in any capacity or not, seeks to do business with the organization~~ Organization for profit or non-profit purposes should recuse himself/herself from the decision making process of such matter. In

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~~such (or any) instance it is expected that the decision makers solicit bids from multiple vendors (up to 3 ) and document the reasoning for the decision in favor or against such member or business.~~

~~(a) Do not extend favors by doing business with friends or relatives without first advising the Executive CommitteeEC.~~

~~(b) Do not use organizationOrganization resources in another business in which you, a friend or family member are involved~~

~~(c) Do not perform private consultation with third parties concerning any of the organizationOrganization areas of interest.~~

~~(d) Do not divulge confidential information or remove it from OrganizationOrganizations offices for any purpose not in the OrganizationOrganization's interest,~~

~~(e) Do not apply pressure to the OrganizationOrganization's vendors, suppliers, banks, etc., to obtain any concessions or allowances connected with personal interests.~~

~~(f) All the members of the Executive CommitteeEC and the Trustees are expected to behave in a manner that they do not have any conflict of interest with any of the activities of the OrganizationOrganization. If, during the tenure, a member of the Executive CommitteeEC, or a Trustee, gets involved in an activity that adversely impacts the OrganizationOrganizations' schedule, participation level, finances, inventory, short or long term objectives, which can be considered as a direct conflict of interest with the organizationOrganization activities, the individual should exercise his / her discretion and decide to work with either the OrganizationOrganization, or pursue the other activity, but should not work with both the activities.~~

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## Appendix 1: Election Process

### Appendix 1: Election Process 1

#### ELECTION PROCESS:

- (a) The election process ~~will~~shall start with ~~an~~ announcement and solicitation of nominations for the ~~Executive committee EC as EC as~~ as well as ~~for~~ the open position ~~offor~~ the ~~Board of Trustees BOT~~, such announcement shall ~~ould~~ be ~~sendsent~~ by the ~~Executive Committee EC~~ -30 days prior to the EYGBM or the Special GBM by email communication.
- (b) Eligible members ~~will~~shall have 7 days from the date of announcement to submit their nominations for any position on the ~~Executive Committee EC or EC or~~ the open positions on the board of trustee.
- (c) All nominations received for various positions ~~will~~shall be announced to the members via email ~~communications~~.
- (d) Candidates ~~will~~shall have 7 days from the submission deadline to withdraw their nominations.
- (e) Final list of candidates for various positions ~~will~~shall be finalized and announced at the end of the withdrawal period.
- (f) Election ~~will~~shall be held for the positions for which there are 2 or more candidates running for ~~these samethat~~ positions.
- (g) Candidates can apply for more than one position, however ~~will~~shall not be able to contest election for multiple positions at the same time. Candidates ~~will~~shall have to withdraw their nominations for all other positions before the deadline; failing to do so ~~will~~shall result in automatic disqualification of the member from all positions for that election cycle.
- ~~(h) If there is only one nomination for a pPosition, the candidate shall be s for which there is only one nomination will~~shall be declared winner at the EYGBM, ~~or the Special~~
- ~~(h) GBM:~~
- (i) A list of the eligible voting members of the General Body, duly verified by the Secretary of the ~~organization Organization~~ in consultation with the Treasurer, shall be made available to the candidates no later than 2 weeks prior to EYGBM by the President.
- (j) Voting shall be conducted in-person by paper ballot or any reasonable and feasible method that ~~will~~shall preserve the integrity of the process and ~~should~~shall be fair, impartial, free of undue influence, verifiable, auditable and transparent.
- (k) Such election process shall ~~ould~~ be ~~clearly e~~communicated to the members at least 7 days ahead of the ~~actual~~ election.
- (l) Election process ~~will~~shall start after the GBM where ~~Executive Committee EC has EC has~~ performed their duty of presenting the review and finances of the prior year.
- (m) Voting window ~~will~~shall be no less than 2 hours and no more than 4 hours.
- (n) At the end of the voting period ~~Board of Trustees BOT~~ with the help of volunteers ~~will~~shall conduct the counting process.
- (o) There ~~will~~shall be minimum 3 voter counters. The votes between these counters ~~will~~shall be tallied before announcing the results.
- (p) Individuals receiving maximum vote for the position contested ~~will~~shall be declared winner.

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<u>Individual</u>	<u>\$30</u>	<u>60%</u>
<u>Student</u>	<u>\$10</u>	<u>20%</u>
<u>Senior Citizen Family</u>	<u>\$35</u>	<u>70%</u>
<u>Senior Citizen Individual</u>	<u>\$25</u>	<u>50%</u>

## Document Revision History

Version	Date	Authored By
Draft	7/21/2021	Ajit Jagtap
Version 2	<a href="#">8/10/2021</a>	Vinayak Agashe
Version 3	10/23/2021	Ajit Jagtap
Version 4	10/25/2021	Ajit Jagtap
Version 5	10/26/2021	Vinayak Agashe
Version6	10/30/2021	Ajit Jagtap
Version7	11/2/2021	Ajit Jagtap
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<a href="#">Version 9</a>	<a href="#">04/05/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 9.1</a>	<a href="#">04/08/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.2</a>	<a href="#">04/12/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 10.3</a>	<a href="#">04/17/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 10.4</a>	<a href="#">04/18/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.5</a>	<a href="#">04/19/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.6</a>	<a href="#">04/20/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.7</a>	<a href="#">04/20/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 10.8</a>	<a href="#">04/21/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.9</a>	<a href="#">04/22/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 10.10</a>	<a href="#">04/22/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 10.11</a>	<a href="#">04/22/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 11.00</a>	<a href="#">04/23/2022</a>	<a href="#">Vinayak Agashe</a>
<a href="#">Version 12.00</a>	<a href="#">04/28/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 13.00</a>	<a href="#">05/22/2022</a>	<a href="#">Ajit Jagtap</a>
<a href="#">Version 13.1</a>	<a href="#">05/29/2022</a>	<a href="#">Vinayak Agashe</a>

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Credits:

DFWMM.org <https://dfwmm.org/system/files/DFWMM%20Constitution%20051210.pdf>

DFWMM.org <https://dfwmm.org/system/files/DFWMM%20Board%20of%20Advisors%20Constitution.pdf>

BMM of NA <https://bmmonline.org/constitution/> Texas

Secretary of State <https://www.sos.state.tx.us/>

<https://comptroller.texas.gov/>

MMA (Maharashtra Mandal of Atlanta) <https://mmatlanta.org/>

MMC (Maharashtra Mandal of Chicago) <https://www.mahamandalchicago.org/m22./2mc/>

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