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BYLAWS

BYLAWS OF MAFLA (HEREINAFTER “ASSOCIATION”)

(As amended November 2022)

Article I: Name, Purposes, Location, Corporate Seal and Fiscal Year

1.1 Name and Purposes

The name and purposes of the Association shall be as set forth in the articles of organization.

1.2 Location

The principal office of the Association in the Commonwealth of Massachusetts shall initially be located at the place set forth in the articles of organization of the Association. The Board may change the location of the principal office in the Commonwealth of Massachusetts effective upon filing a certificate with the Secretary of the Commonwealth.

1.3 Corporate Seal

The Board may adopt and alter the seal of the Association.

1.4 The Fiscal Year

The fiscal year of the Association shall begin on January 1 and end on December 31 in each year.
Article II: Voting Members

For purposes of the Article, the term “member”, unless otherwise specified, shall mean voting member.

2.1 Number, Election and Qualifications

There shall be four classes of members: regular; student (full-time college students); emeritus (retired); and honorary (Distinguished Service Award recipients and former Presidents). Any person interested in the teaching of world languages, literatures and civilizations may become a member upon payment of annual dues.

2.2 Membership Tenure and Dues

Membership shall begin upon payment of appropriate annual dues to the Association. No dues shall be refunded to any member under any circumstances. Dues shall be set by the Board. Distinguished Service Award recipients and former Presidents are exempt from payment of dues.

2.3 Powers and Rights

In addition to such powers and rights as are vested in them by law, the articles of organization or these bylaws, the members shall have such other powers and rights as the Board may designate.

2.4 Suspension or Removal

A member may be suspended or removed by a vote of the majority of the Board for the following reasons: (1) misconduct, (2) failure to pay dues, (3) loss of licensure. A member may be removed only after reasonable notice and opportunity to be heard. A member may also be suspended or removed from the directorship of the Association by the Board; suspension or removal from the membership of the Association will also result in automatic suspension or removal from the Board.

2.5 Resignation

A member may resign by delivering their written resignation to the President, Treasurer or Clerk of the Association, to a meeting of the members or a meeting of the Board or to the Association. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states. Resignation from the membership of the Association will automatically result in resignation from the Board.

2.6 Annual Meetings

The Annual Meeting shall normally be held on the Saturday of the annual conference. The Annual Meeting may be held at such places (virtually or in person) as the Board shall determine. Notice of any change of the date fixed in these bylaws for the Annual
Meeting shall be given to all members at least twenty days before the new date fixed for such meeting.

If an annual meeting is not held as herein provided, a special meeting of the members may be held in place thereof with the same force and effect as the Annual Meeting, and in such case all references in these bylaws, except in this Section 2.6, to the Annual Meeting of the members, shall be deemed to refer to such special meeting. Any such special meeting shall be called and notice shall be given as provided in Sections 2.7 and 2.8.

2.7 Special Meetings

Special meetings of the members may be held at any time and at any place (virtually or in person). Special meetings of the members may be called by the President or by the Board, and shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other Officer, upon written application of ten percent or more of the membership.

2.8 Call and Notice

a. Annual Meetings: No notice shall be required for annual meetings of members unless (i) contracts or transactions of the Association with interested persons are to be considered or (ii) proposing amendments to these bylaws (as adopted by the Board or otherwise) and complying with the articles of organization or these bylaws, (including 2.6) or as otherwise required by law.

b. Special Meetings: Reasonable notice of the time and place (virtual or in person) of special meetings shall be given to each member. Such notice need not specify the purposes of a meeting, unless otherwise required by law, the articles of organization or these bylaws or unless there is to be considered at the meeting (i) contracts or transactions of the Association with interested persons, (ii) amendments to these bylaws (as adopted by the Board or otherwise), or (iii) an increase or decrease in the number of members and Board members.

c. Reasonable and Sufficient Notice: Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a member to send notice by mail at least five (5) days before the meeting, addressed to such member at their usual or last known business or residence address or to give notice to such member in person or by telephone or other electronic means at least three (3) days before the meeting.

d. Waiver of Notice: Whenever notice of a meeting is required, such notice need not be given to any member if a written waiver of notice, executed by the member (or their attorney thereunto authorized) before or after the meeting, is filed with the records of the meetings. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.
2.9 Quorum

At any meeting of the members a majority of the members then present in person or duly represented shall constitute a quorum. Any meeting may be adjourned to such a date or dates not more than 90 days after the first session of the meeting by majority of the votes cast upon the question and the meeting may be held as adjourned without further notice.

2.10 Action by Vote

Each member shall have one vote. A majority of the votes properly cast by members present in person or duly represented shall decide any question, including election to any office unless otherwise provided by law, the articles of organization or these bylaws.

2.11 Proxies

Members may vote either in person or by written proxy dated not more than six months before the meeting named therein, which proxies shall be filed before being voted with the Clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at these meetings but the proxy shall terminate after the final adjournment of such meetings.

2.12 Virtual and Telephonic Meetings

In addition to in person meetings, any meetings may take place by telephonic or other electronic means that permit contemporaneous communication among attendees.
Article III: Board

3.1 Powers

The affairs of the Association shall be managed by the Board who shall have and may exercise all the powers of the Association to promote its interest, except those powers reserved to the members by law, the articles of organization or these bylaws.

3.2 Board Composition

The Board shall consist of the Officers listed in Article IV, Coordinators listed in Section 3, and up to sixteen Directors. The board may, by a vote of majority of the board, elect additional year-long appointees to the board for a specific purpose.

3.3 Director Election and Tenure

A slate of first-year directors to serve for 4 years is elected by majority vote of those general members present at an annual meeting. The Board Members at any meeting may alter the number of Board Members or elect new members to eliminate vacancies existing by reason of the death, resignation, removal or disqualification of one or more Directors. Each Director shall hold office until their term as a member of the Board expires or until they sooner dies, resigns, is removed or becomes disqualified. A Director may not be re-elected for a second term until an interval of one year has elapsed before they stand for re-election, unless that Director served an abbreviated term.

3.4 Coordinators Election and Tenure

The primary Coordinators are elected by the board as follows:

(i) The Technology Management Coordinator
(ii) The Conference Coordinator
(iii) The Exhibits and Sponsorships Coordinator
(iv) The Membership and SIG Coordinator
(v) The Programming Coordinator

The Board reserves the right to appoint additional coordinator positions or amend titles and duties of existing coordinator positions as deemed necessary by a simple majority vote of the Board, without amendment to the bylaws. The Coordinators shall have a tenure of three years with the option for renewal once at the discretion of the Board. Coordinators shall hold office until their term as a member of the Board expires or until they sooner dies, resigns, is removed or becomes disqualified.
3.5 Executive Committees

The three executive committees will consist of the President, Past President, President Elect, Clerk and Treasurer, as well as each having a coordinator and two directors. The three Executive Committees will be the Governance, Finance, and Conference.

3.6 Committees

The Board may elect or appoint one or more committees and may delegate to any such committee any or all of its powers. However, the committees shall only act as an advisory capacity to the Board. The Chair of each committee shall be appointed by the Executive Governance Committee from the Board. In addition to the Chair, each committee shall consist of at least one other Board member. Committee members who are not Board members shall be appointed by the President from Association members in good standing for a one-year term. Such committee members shall serve on only one committee in a given year.

3.7 Publications

The Board may provide for the publication and dissemination of articles, reports, and studies concerned with teaching and world languages.

3.8 Suspension or Removal

Any member of the board may be suspended or removed by vote of a majority of the members then in office or by vote of a majority of the Board members then in office. Reasons for removal shall include repeated failure to attend Board meetings or fulfill duties assigned to the board member. A board member may be removed only after reasonable notice and opportunity to be heard. A person may also be suspended or removed from the Board if they are suspended or removed from the membership of the Association.

3.9 Resignation

A Director or Coordinator may resign by delivering their written resignation to the President, Treasurer or Clerk of the Association, to a meeting of the members or a meeting of the Board or to the Association at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

3.10 Vacancies

Any vacancy on the Board may be filled by members in accordance with section 4.12. Each successor shall hold office for the unexpired term or until they sooner dies, resigns, is removed or becomes disqualified. The Board shall have and may exercise all its powers notwithstanding the existence of one or more vacancies in its number.
3.11 Regular Meeting

Regular meetings of the Board shall be held by notice of the President. Meetings shall generally be held at such places (virtual or in person) and at such other times as the Board may determine.

3.12 Special Meetings

Special meetings of the Board may be held at any time and at any place (virtual or in person) when called by the President or by three or more Board members.

Call and Notice:

   a. **Regular Meetings**: No call or notice shall be required for a regular meeting of the Board, provided that reasonable notice (i) of the first regular meeting following the determination by the Board of the times and places for regular meetings shall be given to absent members; (ii) specifying the purposes of a regular meeting shall be given to each Board member if either contracts or transactions of the Association with interested persons or amendments to these bylaws are to be considered at the meetings and (iii) shall be given as otherwise required by law, the articles of organization or these bylaws.

   b. **Reasonable and Sufficient Notice**: Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a Board member to send notice at least forty-eight hours before the meeting addressed to the Board member at their usual or last known business or residence address, or to give notice to the Board member in person, by telephone or other electronic means at least twenty-four hours before the meeting. Reasonable notice of a meeting for the purpose of considering an amendment to these bylaws shall be such notice as is set forth in Section 2.8C of these bylaws.

   c. **Waiver of Notice**: Whenever notice of a meeting is required, such notice need not be given to any Board member if a written waiver of notice executed by the Board member (or their attorney thereunto authorized) before or after the meeting is filed with the records of the meeting or to any Board member who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

3.13 Quorum

At any meeting of the Board, the presence of a majority of the total number of directors then in office and entitled to vote on any action proposed at the meeting shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question whether or not a quorum is present, and the meeting may be held as adjourned without further notice.
3.14 Action by Vote

When a quorum is present at any meeting, a majority of the Board present and voting shall decide any question, including the nomination of Officers, unless otherwise provided by law, the articles of organization or these bylaws.

3.15 Vote of Interested Directors or Officers

Any board member who is also a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Association contemplates contracting or transacting business shall disclose their relationship or interest to the other board members acting upon or in reference to such contract or transaction. No board member so interested shall vote on such a contract or transaction, but they may be counted for the purpose of determining a quorum. The affirmative vote of a majority of the disinterested board members shall be required before the corporation may enter into such contract or transaction.

In case the Association enters into a contract or transacts business with any firm, corporation or association of which one or more of its board members is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such board member(s) have or may have interests therein that are or might be adverse to the interests of the Association. No board member(s) having disclosed such adverse interest shall be liable to the Association or to any creditor of the Association or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such director or directors be accountable for any gains or profits to be realized there on.
Article IV: Officers and Agents

4.1 Number and Qualifications

The Officers of the Association shall be the President, President Elect, Past President Treasurer, Clerk, and such other Officers, if any, as the Board may determine. With the approval of the Board the President Elect will succeed to the President, then Past President. The Association may also have such agents, if any, as the Board may appoint. An Officer must be a member of the Association. The Clerk shall be a resident of Massachusetts unless the Association has a resident agent duly appointed for the purpose of service of process. No person may hold more than one office at the same time. If required by the Board, any Officer shall give the Association a bond for the faithful performance of their duties in such amount and with such surety or sureties as shall be satisfactory to the Board.

4.2 Election

The Incoming President Elect and new Treasurer and Clerk shall be elected by the majority of members present at the Annual Meeting. The Nominating Committee shall first present a slate of candidates for election as Officers, Coordinators and Directors to be approved by a majority of the board. It shall be the aim of the Nominating Committee to achieve a wide and balanced representation among the different regions and cultural backgrounds within Massachusetts and among the languages and levels of instruction represented by the Association membership.

4.3 Tenure

a) The Presidential Track shall be a three year tenure of one calendar year per consecutive title of President Elect, President, and Past President, unless a shorter period shall have been specified by the terms of their election or appointment or in each case until they sooner dies, resigns, is removed or becomes disqualified. Each shall retain their authority at the pleasure of the Board.

b) The Coordinator, Clerk, and Treasurer shall have a tenure of three years with the option for renewal once at the discretion of the Board. Each Coordinator, Clerk, and Treasurer shall hold office until their term as a member of the Board expires or until they sooner dies, resigns, is removed or becomes disqualified.

c) The Coordinators, Treasurers and Clerk may not be re-elected to a term as a Director until an interval of one year has elapsed before they stand for re-election. Each shall retain their authority at the pleasure of the Board.
4.4 Past President

The Past President works cooperatively with the President in all matters pertaining to the running of the Board, supports and guides the President, and presides over Board meetings in their absence. As the official mentor to the President, the Past President serves on the Executive Committees, as well as chairing any Councils. If the President should become incapacitated, resign, die, or be removed, then the Past President shall succeed to the duties of the President for the remainder of the President’s term of office.

4.5 President

The President is the chief executive officer of the Association and, subject to the supervision of the Board, has general charge and supervision of the affairs of the Association. The President is the official representative of the Association. The President is responsible for running of meetings, chairing the conference, and serving on the Executive Committees.

4.6 President Elect

The President Elect assists the President and assumes additional responsibilities as designated by the President. Generally, the President Elect is nominated from amongst fourth-year Board members. The President Elect will serve on the Executive Committees to prepare to fulfill their presidential duties the following year.

4.7 Treasurer

The Treasurer is the chief financial officer and the chief accounting officer of the Association, responsible for reporting on the finances of the organization. The treasurer chairs the Executive Finance Committee. The Treasurer shall also have such powers and duties as customarily belonging to the office or as may be designated from time to time by the President or the Board.

4.8 Clerk

The Clerk records and maintains records of all proceedings of the members and the Board in an appropriate technological format, which must be kept within the Commonwealth at the principal office of the Association or at the office of its Clerk and shall be open at all reasonable times to the inspection of any member. The Clerk shall be in charge of Association correspondence and chairs the Executive Governance Committee and shall also have such powers and duties as customarily belonging to the office or as may be designated from time to time by the President or the Board.

4.9 Delegate to ACTFL & NECTFL

The official delegate to ACTFL & NECTFL shall be the President. If the president is unable to attend, the Officers shall select a representative amongst them.

Updated November 2022
4.10 Suspension or Removal

An Officer may be suspended or removed with just cause by vote of a majority of Board members then in office at any special meeting called for such purpose or any regular meeting. An Officer may be removed only after reasonable notice and opportunity to be heard.

4.11 Resignation

An officer may resign by delivering a written resignation to the President, Treasurer or Clerk of the Association, to a meeting of the members or a meeting of the Board, or to the Association at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

4.12 Vacancies

If any office except that of the President becomes vacant, the Board shall elect a successor from nominees submitted by the Executive Governance Board.

4.13 Clerical Assistance: Administrative Assistant

With final board approval of any recommended applicant, the President shall be authorized to recommend the hiring of any clerical assistance.
Article V: Execution of Papers

5.1 Overview

Except as the Board may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Association shall be signed by the President, by the Treasurer, or an authorized board member as described in article 5.2.

5.2 Authorized Board Members

The Board authorizes the President and Treasurer to sign documents or other financial documentation on behalf of the organization and those documents that incur a financial obligation of up to $1000. The Board shall approve all financial obligations in excess of $1000 prior to the president or treasurer's execution of such documentation. The Board may appoint other officers or committee members as authorized signatories for the organization when the Board deems necessary and based on the circumstances.

5.3 Process

The president and treasurer will be made aware of all potential contracts prior to signing by either party and will be provided a copy of the signed contract to maintain in the archives of the organization.
Article VI: Liability & Indemnification

6.1 Liability

Except as otherwise provided by law, no incorporator, director, officer, employee or member of the Association shall be personally liable for any debt, liability or obligation of the Association. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the Association may look only to the funds and property of the Association for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Association.

6.2 Indemnification

The Association shall, to the fullest extent legally permissible and only to the extent that the status of the Association as an organization exempt from federal income tax under Section 501(c)(3) of the Code is not adversely affected thereby, indemnify each Indemnified Person against all liabilities and losses, including amounts paid in satisfaction of judgments, in compromise or as fines, penalties, excise taxes, court costs, witness fees, and Costs and Expenses incurred by, or imposed upon, the Indemnified Person in connection with or arising out of the defense or disposition of any Proceeding in which the Indemnified Person is or may become involved or with which the Indemnified Person may be threatened, while in office or thereafter, as a party, witness or otherwise, by reason of their being or having been an Indemnified Person. Notwithstanding the foregoing, as to any matter disposed of by a compromise payment by an Indemnified Person, pursuant to a consent decree or otherwise, no indemnification for said payment shall be provided unless such compromise and indemnification therefor shall be approved:

(A) by a majority vote of a quorum consisting of disinterested directors;
(B) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board consisting of all the disinterested directors then in office;
(C) if there are not two or more disinterested directors in office, then by a majority of the directors then in office, provided they have obtained a written finding by Independent Legal Counsel (as defined below) appointed by a majority of the directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the Indemnified Person appears to have acted in good faith and in the reasonable belief that the indemnified Person’s actions were in the best interests of the Association; and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under Chapter 180 would use under similar circumstances; or
(D) by a court of competent jurisdiction.

If authorized in the manner specified above, Costs and Expenses incurred by an Indemnified Person in connection with the defense or disposition of any Proceeding
shall be paid promptly by the Association in advance of the final disposition thereof upon receipt of an undertaking by such Indemnified Person to repay the amounts so paid by the Association if it is ultimately determined that indemnification for such Costs and Expenses is not authorized by law or under this Article. Such undertaking shall be accepted without reference to the financial ability of such Indemnified Person to make repayment.

If both the Association and the Indemnified Person are parties to a Proceeding (other than a claim, action or suit by or in the right of the Association to procure a judgment in its favor), counsel representing the Association therein also may represent such Indemnified Person (unless such dual representation would involve such counsel in an actual or potential conflict of interest in violation of applicable principles of professional ethics), and the Association shall pay all Costs and Expenses of such counsel incurred during the period of dual representation.

The right of indemnification hereby provided shall not be exclusive. Nothing contained in this Article shall affect any rights to indemnification to which such Indemnified Person or other corporate personnel may be entitled by contract, by vote of the Board or otherwise under law.

Indemnification of the persons specified may include payment by the Association of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding upon receipt of any undertaking by the person indemnified to repay such payment if they he or she shall be adjudicated to be not entitled to indemnification under this by-law or under Section 6 of Chapter 180 of the General Laws of Massachusetts.

6.3 Insurance

The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Coordinator, employee or other agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or other agent of another organization in which it has an interest, against any liability incurred by him or her in any such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify him or her against such liability.
Article VII: Conflicts of Interest

7.1 Policy

The Association shall have a Conflict of Interest policy, which includes provisions that protect the Association’s interests when it is contemplating entering into a transaction or arrangement that might improperly benefit the financial or personal interest of an officer or director or might result in an “excess benefit transaction” as defined in section 4958 of the Code.

7.2 Annual Statements

Each employee, director, officer, member of a committee, or person associated with the Association in a position of significant authority as designated by the Board shall annually sign a statement that discloses such person’s financial interests and personal interests and affirms that such person: (i) has received a copy of the Conflict of Interest policy; (ii) has read and understands the policy; (iii) has agreed to comply with the policy; and (iv) understands that the Association is a charitable organization and that in order to maintain its qualification as an organization exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code, it must engage primarily in activities that accomplish one or more of its tax exempt purposes.

Article XII: Amendments

These bylaws may be altered, amended or repealed in whole or in part by vote of two-thirds of the Board members then in office, except with respect to the provision thereof which by law, the articles of organization, or these bylaws requires action by the members. Not later than the time of giving notice of the meeting of members next following the making, amending, or repealing by the Board of any bylaws, notice thereof stating the substance of such change shall be given to all members. The members present at an annual meeting may by a two-thirds vote alter, amend or repeal any bylaws adopted by the Board otherwise or they may adopt, alter, amend or repeal any provision which bylaw, the articles or organization or these bylaws requires action by the members.

Article IX: Equal Opportunity Statement

The Association believes no person should be excluded from membership or participation in any position on the board or a committee because of age, race, national origin, ethnicity, gender, disability, sexual orientation, political affiliation or religious belief, or for any other status protected by state and federal laws. The Association has a zero tolerance for discrimination or harassment, including sexual harassment. Any member may report such conduct to the president or any member of the board.