



MOSA Bylaws

Introduction: These bylaws govern the operations of the Midwest Organic Services Association (MOSA) and its Clients. The name of this association shall be "Midwest Organic Services Association, Inc." referred to in these bylaws as "MOSA". MOSA shall be incorporated in the state of Wisconsin as a non-stock, not-for-profit corporation and shall have the powers granted under the State of Wisconsin corporation laws, subject to (i) limitations set forth in the Articles of Incorporation, (ii) these bylaws, (iii) restrictions set forth in Section 501(c)5 of the Internal Revenue Code, and (iv) conditions and requirements set forth in the Final Rule of the National Organic Program (NOP) and the Organic Foods Production Act (OFPA), Title XXI of the 1990 Farm Bill (both the Final Rule and the OFPA shall be referred to as the NOP in these bylaws).

Article 1: Purposes

- 1.1 To establish and maintain a certification organization providing impartial third party inspection and verification services for all stages of production, processing and distribution, as a prerequisite for labeling and licensing of organic products.
- 1.2 To guarantee the integrity of a MOSA Certified Organic mark and of a USDA Organic mark.
- 1.3 To establish and uphold standards which govern production, processing, manufacturing and practices for trade which define the identity and quality of organic foods and which comply with the NOP.
- 1.4 To clarify the meaning of the MOSA Certified Organic mark and the USDA Organic mark through their linkage with clearly articulated certification and production processes.
- 1.5 To develop such programs and projects, provide such benefits to Clients, and provide for Client needs.
- 1.6 To do such lawful acts and things necessary and proper to promote the general welfare of organic farmers, organic agriculture, and the organic foods industry.

Article 2: Powers

- 2.1 To enforce procedural and organizational norms: To review, oversee and harmonize the activities of all Clients.
- 2.2 To do such lawful acts and things necessary to accomplish the purposes of MOSA.
- 2.3 To exercise the powers normally granted to corporations under the corporation laws of Wisconsin.

Article 3: Location and Fiscal Year

- 3.1 Location: MOSA may have offices at such places and as the Board may from time to time authorize.
- 3.2 Fiscal Year: The fiscal year shall be the calendar year.

Article 4: Certification & Client Privileges and Responsibilities

- 4.1 Definitions
 - 4.1.1 Client: A producer or processor/handler who is currently certified through the MOSA Certification Program.
 - 4.1.2 Producer: A person who engages in the business of growing or producing food, fiber, feed and other agricultural-based consumer products.
 - 4.1.3 Processor/handler: A person who adds value by milling, packaging, blending, relabeling, conditioning, manufacturing, drying or otherwise handling foodstuffs in a manner that the products or their packages are changed and/or the identity of the original producer is lost in the marketplace.

- 4.2 Certification through MOSA is open to all organic producers and processor/handlers of organic agricultural products. MOSA makes its certification services accessible to all applicants who are in compliance with the National Organic Standards.
- 4.3 Application for certification shall be made to the MOSA office, which shall have the power to review such applications.
- 4.4 Code of Ethics:
 - 4.4.1 All Clients shall comply with the National Organic Standards and MOSA's certification requirements in the production, post-harvest handling, storage, transportation, processing, manufacturing or promotion of products bearing the certification claim.
 - 4.4.2 No certification documentation shall be used in the sale, marketing, or promotion of any product or service unless the terms and conditions of the applicable, current MOSA Terms and Conditions Agreement are met.
 - 4.4.3 No Client shall knowingly deal in products that are falsely labeled organic, or represented as such, nor engage in any advertising that is false or misleading.
 - 4.4.4 All Clients shall cooperate in the development of the market for certified products, and compete with each other in an honest and friendly fashion, at all times respecting the brand-neutral nature of the certification mark.
 - 4.4.5 All Clients shall cooperate in the development of an organic food system which enhances life and health, is ecologically sustainable and economically viable, and gives a fair return and dignity to its merchants, to its laborers, and to the stewards of its living soil.
 - 4.4.6 A Client in his/her personal conduct and in his/her contacts with customers and the public in general should not behave in a manner which brings discredit on MOSA or himself/herself.
- 4.5 Suspension or Revocation: Any Client's certification may be suspended or revoked for a cause such as a violation of the standards, refusal to comply with a decision of the MOSA Certification Program, or failure to fulfill its obligations to MOSA as described in the MOSA Terms and Conditions Agreement. A statement of the charges shall be sent by registered mail to the last recorded address of the Client. The Client in question shall be given the opportunity to present a defense in accordance with §205.662 of the NOP and in accordance with the MOSA Program Manual. MOSA may make public such suspension or revocation and the reasons therefore.
- 4.6 Surrender: Any Client may surrender their certification after fulfilling all their obligations to MOSA in accordance with the MOSA Program Manual.

Article 5: Annual Budget, Annual Fees and User Fees

- 5.1 The Management Team shall propose and the Board of Directors shall approve the annual budget and fee schedule. The Board of Directors may implement such annual fees, user fees, and other fees as are deemed appropriate. Such revenue shall support the administration of MOSA, promotion of the certification mark, the work of the Certification Review Team, and any other program which the Board of Directors may approve.
- 5.2 Annual fees shall be payable to MOSA upon submission of the annual application for applicants and updates per the Program Manual. User fees shall be payable as billed according to the Program Manual.
- 5.3 An Client in default of any fees may have their certification suspended or revoked in accordance with Program Manual policy and procedure.

Article 6: General Association Meeting

- 6.1 Annual Meeting
 - 6.1.1 Annual Meetings of MOSA shall be held during the first quarter of each fiscal year at such place or places as may from time to time be fixed by the Board of Directors. Such meetings shall be for the selection of the Board of Directors, the receiving of annual reports, amendments to the bylaws and for the transaction of other business. Notice of annual meetings, signed by the Secretary, President or designee, shall be communicated to each voting member (as defined

below) of MOSA, at least twenty, and not more than forty days before the appointed time for the meeting.

- 6.1.2 The voting members of MOSA, during annual and/or other meetings, consist of all members of the Board of Directors, all staff of MOSA and Client members of the MOSA Advisory Committee.
- 6.2 Special Meetings: Special Meetings may be called by voting members of MOSA at their discretion or upon the request of a minimum of 25% of the vote as defined in this article. The Secretary of the Board shall call a Special Meeting to consider a specific subject. No business other than that specified in the notice shall be transacted at any Special Meeting of MOSA.
- 6.3 Waiver: Notwithstanding the provisions of Sections 6.1 and 6.2, a meeting of voting members of MOSA may be held at any time and at any place, and any action may be taken thereat if the twenty to forty day notice is waived in writing by a majority of the voting members of MOSA. The meeting shall be conducted according to Section 6.4.
- 6.4 Meeting Procedures
 - 6.4.1 Voting meetings will be conducted according to commonly accepted parliamentary procedure. It is desirable that a consensus be reached before calling for a vote. Voting rights are assigned as one vote per voting member of MOSA.
 - 6.4.2 It is desirable that the Secretary be notified of any business to be conducted at a meeting prior to the meeting.
 - 6.4.3 Vote by postal ballot: Voting by postal ballot shall be handled according to the procedure outlined in the MOSA Program Manual. Voting members of MOSA shall be given the opportunity to vote by postal ballot on:
 - 6.4.3.1 Election of board members
 - 6.4.3.2 All matters which could be voted upon at a duly organized meeting of the voting members of MOSA, except those matters put before the voting members of MOSA at the Annual Meeting by motion from the floor.
- 6.5 Proxies: Voting by proxy is not allowed.
- 6.6 Quorum
 - 6.6.1 The presence in person or by postal ballot of 50% of staff, 50% of the Advisory Committee and 50% of the Board of Directors shall constitute a quorum for the transaction of business. The voting members of MOSA present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough voting members of MOSA to leave less than a quorum.
 - 6.6.2 In the case of lacking a quorum and all efforts as heretofore have been made to solicit and encourage the voting members of MOSA to attend and that they are informed there is important business which must be concluded, those members of the voting members of MOSA present may determine that business may be conducted as necessary by those voting members of MOSA attending the meeting.

Article 7: Board of Directors

- 7.1 Qualifications: Qualified individuals from the organic community are eligible to become members of the Board of Directors by election, according to Article 7.2. Other than the Staff Representative, who is selected by the staff on an annual basis, MOSA employees are not eligible to serve on the Board of Directors.
- 7.2 Number of Board Members: The board shall consist of five to seven individuals (not certified by MOSA) from the organic community who are to be elected by the voting members of MOSA during the Annual Meeting.
- 7.3 Powers and Duties
 - 7.3.1 The Board of Directors shall assure and maintain the governance of MOSA by:
 - 7.3.1.1 Establishing basic objectives and broad policies.
 - 7.3.1.2 Maintaining and enforcing corporate papers.
 - 7.3.1.3 Electing from their number the President of MOSA, and the remaining officers.

- 7.3.1.4 Hiring and firing of the Executive Director.
- 7.3.1.5 Approving important financial matters such as the certification fee structure, making amendments to the budget, auditing the accounting, and dispersal of funds.
- 7.3.1.6 Safeguarding and approving changes in assets.
- 7.3.1.7 Harmonizing diverse interests of Clients
- 7.3.1.8 Perpetuating a sound board.
- 7.3.1.9 Providing for sound planning.
- 7.3.1.10 Coordinating short term decisions with long range objectives.
- 7.3.1.11 Communicating with the Clients, governments and the organic community in general.
- 7.3.1.12 Providing an annual report about MOSA's activities at the annual meeting.
- 7.3.1.13 Providing the minutes of each meeting of the Board of Directors to the primary office of MOSA within 30 days of the meeting.

7.4 Term of Office

- 7.4.1 Members of the Board of Directors elected by the voting members of MOSA shall be elected in a manner such that only half the Board positions come up for election at every annual meeting and hold office for a term of two (2) years.
- 7.4.2 Limitation of Service: In no event shall a Director serve more than eight years consecutively.

7.5 Nominations: Any qualified individual (according to Article 7.2) from the organic community may be nominated as a candidate for Director, in accordance with Article 7.5.1.

- 7.5.1 A qualified candidate (according to Article 7.2) for the Board of Directors may be nominated by:
 - 7.5.1.1 The Nominating Committee
 - 7.5.1.2 Any MOSA Client may nominate any qualified (according to Article 7.2) organic community individual.
 - 7.5.1.3 Any MOSA Board member, Advisory Committee member or staff person may nominate any qualified (according to Article 7.2) organic community individual.
- 7.5.2 All qualified candidates (according to Article 7.2) for the Board of Directors must submit to the Nominating Committee a written petition signed by at least 1 MOSA Client or voting member of MOSA prior to the closing of the nominating period. The nominating period ends 20 days before the mailing of the notification of the annual meeting.

7.6 Nominating Committee

- 7.6.1 Composition: The Nominating Committee is a duly authorized committee appointed by the President of the Board of Directors according to Article 9.1.1 and 9.1.1.2.
- 7.6.2 Responsibility: The Nominating Committee is responsible for soliciting, choosing and recommending for election to the Board of Directors a qualified (according to Article 7.2) slate of individuals to the voting members of MOSA. This slate of qualified (according to Article 7.2) individuals, along with blank ballots, must be presented to the voting members of MOSA at least 20 days prior to the annual meeting.
- 7.6.3 The voting period ends the day of the annual meeting.

7.7 Elections

- 7.7.1 The Secretary or designee shall conduct elections.
- 7.7.2 Counting of the written ballots is to be conducted during the portion of the Annual Meeting designated for "Election of Directors." The Secretary shall announce the voting results at the annual meeting, and notification of the election results shall appear in the next publication of the MOSA newsletter.
- 7.7.3 Used written ballots shall be kept in sealed envelopes (immediately after the counting of ballots) at the MOSA office and shall be destroyed 30 days after the elections, unless the election is contested.

7.8 Absence, Incapacity, Vacancy, Reinstatement, Appointments

- 7.8.1 A Director shall not accept office unless that person intends to attend all Board meetings except for illness or serious personal and/or professional difficulties. In the event of anticipated absences, the Director shall request to be officially excused by the President of the Board at any

time prior to the Call to Order of a meeting requiring the Director's attendance. Within reason, such request shall be in writing. A Director's failure to be excused by the President twice during the Director's term shall result in the Director vacating that Board seat. The position shall be declared vacant by the President at the next Board of Directors meeting. Prior to filling the vacant Board seat, a Director who contests the vacancy of their seat must petition the remaining members of the Board of Directors for reinstatement.

- 7.8.2 The unexpired term of a vacant position on the Board of Directors elected by the voting members of MOSA shall be filled by a qualified individual (according to Article 7.2) from the organic community until the next annual meeting. The qualified individual (according to Article 7.2) from the organic community who receives the majority vote of the Board of Directors shall be elected to fill the unexpired term for the vacated seat. The election process under Article 7.8.4 shall be followed to fill the vacancy.
- 7.8.3 In the event that a Director is incapable of serving and will remain incapable of serving for a substantial period of their term, the Board seat of that Director shall be deemed vacant. The determination of such vacancy shall be made by the majority of the voting members of the Board of Directors present at a scheduled meeting. Such vacancy shall be filled subject to the provisions of this article.
- 7.8.4 Appointments: Directors can nominate any qualified individual (according to Article 7.2) from the organic community. Should there be more than one candidate per vacant seat, a majority vote from the Board of Directors will confirm the appointment.
- 7.9 Contested vacancy procedure: In the event a seat on the Board of Directors has been declared vacant, the following procedures shall govern if the affected Board Member contests their vacancy:
 - 7.9.1 The Secretary shall notify the Director by certified mail that they have been removed from the Board of Directors. The letter must contain notification that if the Director would like to contest removal from the Board, they must submit a written petition for reinstatement to the MOSA office within 30 days from the date the notice was mailed in order to request a personal appearance at a Board of Directors' meeting to discuss the removal.
 - 7.9.2 Copies of the written petition shall be transmitted to the entire Board of Directors. The petitioner will have the burden of proof to show either: 1) good cause why the petitioner is entitled to reinstatement; or, 2) good excuse(s) for the petitioner's absences and failure to obtain President's excuses.
 - 7.9.3 The Board of Directors shall vote to reinstate a Director's membership on the Board of Directors or to uphold their decision to create the vacancy. The majority vote of the Board of Directors shall be final.
- 7.10 Removal: A Director may be removed for cause by a vote calling for such removal by two-thirds vote of the members of the Board of Directors. A vacancy created by removal can be appealed according to Article 7.9.
- 7.11 Resignation: A Director may resign at any time by providing written notice to the Secretary. If a resignation of a Director is made effective at a later date, the Board may fill the pending vacancy in accordance with the procedures set forth in 7.8.4 before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the resignation.
- 7.12 Meetings: Meetings of the Board of Directors shall be held at such times and at such places and/or by such means as the Board of Directors shall determine.
 - 7.12.1 Notice of such meetings shall be given to Directors at least two (2) days before the time appointed for the meeting.
 - 7.12.2 The presence of a majority of the Board of Directors shall constitute a quorum for the transaction of business.
 - 7.12.3 A meeting of the Board of Directors can be called by the President of the Board of Directors or by three members of the Board of Directors.
- 7.13 Covenant of Confidentiality: Members of the Board of Directors shall be covered by a covenant of confidentiality for a period of two years following termination of their mandate.

- 7.14 Board of Directors Liability: No member of the Board of Directors shall be personally liable for monetary damages for any action related to the Board's official activities taken by said member, or any failure on the part of said member to take any action, unless:
- 7.14.1 Said member has breached or failed to perform the duties of this office; and,
- 7.14.2 The breach or failure to perform constitutes a self-dealing, willful misconduct or recklessness, except as otherwise provided by Wisconsin law. If Wisconsin law is hereafter amended to authorize the further elimination or limitation of the liability of a member, then the liability of a member shall hereby be eliminated or limited to the fullest extent permitted by the amended Wisconsin law.

Article 8: Officers and their duties.

- 8.1 The President shall preside at meetings of the Board of Directors and voting members of MOSA. The President shall communicate to the voting members of MOSA on such matters as are believed to promote the prosperity and welfare of the Clients and to perform other such duties as are necessarily incident to the office.
- 8.2 The Vice-President shall substitute for the President when necessary due to absence or incapacity.
- 8.3 The Secretary shall keep or cause to be kept all records of all meetings and carry into execution or cause to be carried into execution all orders and resolutions not otherwise committed. The Secretary shall give or cause to be given all notices, and shall conduct or cause to be conducted, all correspondence.
- 8.4 The Treasurer shall keep or cause to be kept an account of all monies received and expended, ensure deposit of all monies in an institution approved by the Board and make a report to the annual meeting.
- 8.5 The offices and duties of the Secretary and Treasurer may be shared with each other.

Article 9: Committees

- 9.1 Committees:
- 9.1.1 Standing Committees: The President shall appoint committee members and chairs upon advisement from the Board of Directors for the following standing committee(s) as needed:
- 9.1.1.1 Advisory Committee: This committee shall be comprised of qualified individuals according to the MOSA Administrative Manual.
- 9.1.1.2 Nominating Committee: This committee shall be comprised of qualified individuals as follows: minimum of one Board member; minimum of one MOSA Client.
- 9.1.2 Special Committees: Special Committees may at any time be appointed by the President when deemed appropriate for the efficient conduct of MOSA.
- 9.2 Quorum: A majority of any committee members shall constitute a quorum for the transaction of business.
- 9.3 Terms of Office: Appointments to committee membership, for all committees except the Advisory Committee, will be for a term of two years. Terms will be staggered and committee members will not serve more than two consecutive terms. Any committee member who is unable or chooses not to fulfill duties of their office as defined in MOSA Bylaws and/or policies can be terminated by the Board of Directors before the end of their term. Such termination will be conducted using procedures described in Article 7.10., except that election, terms and removal procedures for Advisory Committee members will be conducted as outlined in the Administrative Manual.

Article 10: Bylaw Amendments

- 10.1 On the basis of written submissions to the MOSA office, these Bylaws may be amended, repealed, or altered in whole or in part by two-thirds vote at any duly organized meeting of MOSA or by postal ballot to all voting members of MOSA at the discretion of the Board of Directors.

- 10.2 Proposed changes, except for minor alterations in grammar or word order for clarity, shall be communicated to each voting member of MOSA at least twenty and not more than forty days before the time of the meeting which will consider such changes.
- 10.3 Notwithstanding section 10.2 of this article, minor amendments which do not fundamentally alter the nature of the bylaws (as determined by MOSA) may be proposed in writing and voted upon at a duly organized meeting of MOSA which was already considering amendments proposed under section 10.2.

Article 11: Disclosure and Confidentiality

- 11.1 A copy of all general business records and correspondence shall be kept at the principal office of the MOSA organization, and be made available to all Clients at all reasonable times, according to the MOSA Program Manual.
- 11.2 MOSA shall, consistent with applicable laws, safeguard the confidentiality of the information obtained in the course of its certification activities at all levels, including committees and external bodies or individuals acting on its behalf, according to the MOSA Program Manual.
- 11.3 Except under the terms of Section 4.5 or as required by law, information gained in the course of certification activities about a particular product(s) or person(s) shall not be disclosed to a third party unless the MOSA office has received written permission from the person(s) involved to release the information. Where the law requires information to be disclosed to a third party, the person(s) involved shall be informed of the information provided as permitted by the law.

Article 12: Varia

- 12.1 Dissolution of Assets: In the event that MOSA should dissolve, its physical assets shall be sold and, along with its liquid assets, shall be determined and handled in a manner consistent with the requirements of the NOP. Said distribution in a manner consistent with the requirements of the NOP shall be determined by a majority vote of the Board of Directors then in office.
- 12.2 Non-Discrimination Policy: Opportunity of employment by MOSA and participation in its Certification Program is open to all qualified individuals without regard to race, color, gender, national origin, religion, age, disability, political beliefs, sexual orientation, or family or marital status.
- 12.3 Certification: Eligibility for certification and the rights conferred thereby is extended to applicants who are in compliance with the standards and requirements of the NOP. All producers or processor/handlers who produce or process MOSA certified products must be MOSA certified Clients.
- 12.4 Procedural Issues: Questions of order or proper procedure not covered herein or otherwise shall be referred to the Robert's Rules of Order.
- 12.5 Nothing in these bylaws shall be construed to conflict with Wisconsin law. Any provision of these bylaws that does conflict with Wisconsin law shall be considered void.
- 12.6 Nothing in these bylaws shall be construed to conflict with the United States Federal Organic Foods Production Act of 1990; U.S. Code, Title 7, Chapter 94, Paragraphs 6501-6522, with the NOP or with the State of Wisconsin administration of that Act, or with any organic food production laws of Wisconsin. Any provisions of these bylaws which so conflict shall be considered void.