

Article 1 Name, Fiscal Year, Address, Term, Definition

Section 1. Name

The name of the corporation shall be Pittsburgh Poetry Collective. Pittsburgh Poetry Collective is organized as a PA non-profit non-stock non-member corporation. Pittsburgh Poetry Collective is the idea and intellectual property of itself, in its first iteration as early as 2011. In 2014, the Pittsburgh Poetry Collective was originally incorporated under the Steel City Slam leadership committee of Adriana Ramírez, William James, Tera McIntosh, and Lori Beth Jones to continue and expand the work of the Steel City Slam that was originally founded in 1995 under the Sun crumbs 501(c)3.

Section 2. Fiscal Year

The fiscal year for the Pittsburgh Poetry Collective runs from September to August.

Section 3. Address

The registered office address for the Pittsburgh Poetry Collective shall be 1301 Berry Street, Pittsburgh, PA 15204

Section 4. Term

The term of Pittsburgh Poetry Collective shall be perpetual.

Section 5. Definition of Bylaws

These bylaws constitute the code of rules adopted by Pittsburgh Poetry Collective for the regulation and management of its affairs. If a court of competent jurisdiction judges any section, clause, provision, or portion of these bylaws void or invalid, the remainder of these bylaws will not be affected. The articles of incorporation are hereby made a part of these bylaws. In case of any inconsistency between the articles of incorporation and these bylaws, the provision of the articles of incorporation are controlling.

- (1.) *Amendments:* These bylaws may be amended when necessary by a two-thirds majority vote of the Board of Directors. Proposed amendments must be submitted to the secretary to be sent out with regular Board announcements.
- (2.) *Evaluation:* These bylaws shall be evaluated at least every two (2) years to ensure fidelity with the organization's vision, mission, and strategic plan.
- (3.) *Distribution:* Bylaws shall be available upon request.

Article 2 Mission, Values & Purpose

The Pittsburgh Poetry Collective makes and holds space for self-expression, identity exploration, & social justice via spoken word communities, poetry slam, writing & performance workshops, and poet showcases. We welcome any opportunity for lyrical mayhem and believe that poetry heals, speaks, connects, and shares our experiences and differences.

Our Values Statement, Equal Opportunity Statement, and Free Speech and Brave Space Policy are publicly accessible and make up the basis of our organizational code of conduct. Each participant shares the responsibility of preserving the rights of performers, volunteers, and attendees at our events. We charge our community members to live up to these expectations and to exemplify the ideals of leadership, friendship, and justice when engaging with others in our community, and to hold one another accountable to these expectations. We challenge our poetry family to speak their truth to inspire courage, hope, creativity and self-empowerment while embracing positive consent and eradicate gendered and binary language. We emphasize accessibility in arts spaces.

Our purpose is to build a healthy community that welcomes and embraces the voices of people regardless of race, color, class, gender, sexual orientation, national origin, religion, ethnicity, lifestyle, age, or disability. While so doing, we will foster and promote the growth of poetry and spoken word in Pittsburgh by maintaining and growing our flagship program, the Steel City Slam, along with other series including writing & performance workshops and poet showcases.

Article 3 Board of Directors

Section 1. Management

The governance and control of the Pittsburgh Poetry Collective shall be vested in a Board of Directors, which shall consist of an odd number of individuals no fewer than three (3) and no more than nine (9). The Board of Directors shall be elected at the annual meeting by a weighted vote of all in attendance. Directors must be 18 years of age or older.

#### Section 2. Terms

Each Director shall be elected to serve for a term of two (2) years and may be re-elected.

#### Section 3. Compensation

The Board of Directors shall serve without compensation.

#### Section 4. Directors' Fiduciary Duties

Directors shall stand in a fiduciary relation to the Pittsburgh Poetry Collective and shall perform their duties (including as a member of any committee of the Board) in accordance with the standards set forth in Section 511(a) of the Association code, 15 Pa. C.S.A. s511(a), as the same may be amended from time to time. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interest of the organization.

#### Section 5. Conflict of Interest

Conflict of Interest Policy as by resolution at the discretion of the Board.

#### Section 6. Prohibitions

No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (B) by an organization, contributions to which are deductible under section 170 C(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

### Article 4 Board Officers

#### Section 1. Management

The Board of Directors shall elect the Officers/Executive Committee at the first Board meeting following the annual election meeting. All Officers must be Directors. All interested Directors can self nominate or be nominated by another Director.

The duties of the officers are as follows:

**President-** The President shall preside at all meetings of the Board of Directors and the annual election meeting. The President shall be responsible for having all orders and resolutions of the Board of Directors put into effect. As authorized by the Board of Directors, the President shall execute on behalf of the Pittsburgh Poetry Collective and may affix, or cause to be affixed, the corporate seal to all instruments requiring such execution, except to the extent that signing and execution thereof are expressly delegated to some other person. The President shall perform such other duties as are prescribed by the Board of Directors. Unless otherwise provided for in these bylaws, the President shall be an ex officio voting member of each committee.

**Vice President-** The Vice President shall respectively have such powers and perform such duties as may be assigned to them by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall perform the duties and exercise the power of the President.

**Secretary-** The Secretary shall attend all meetings of the Board of Directors and the annual election meeting and record the proceedings of such meetings in the minutes. The secretary shall give, or cause to be given, notice of annual and regular meetings of the Board of Directors. The Secretary shall keep in safe custody the corporate seal of the Pittsburgh Poetry Collective and when authorized by the President or the Board of Directors, cause it to be affixed to any instruments requiring it. The Secretary shall perform such other duties as are prescribed by the Board of Directors or the President.

**Treasurer-** The Treasurer shall be the custodian of the organization's funds and bank account, sign checks authorizing expenditures of the organization, and prepare the Annual Budget.

#### Section 2. Term

Unless otherwise stipulated by these bylaws, each officer shall be elected to a one-year (1) term and shall hold office until the end of that term and until the election of a successor, or such officer's earlier death, resignation or removal.

#### Section 3. Vacancy

Vacancies, however arising, shall be filled by appointment of the President with the approval of a majority of the Board of Directors. Such appointment shall be for the unexpired term of office of the vacancy being filled. Potential appointments shall be from the list of candidates of the prior year's election if not already on the Board. All appointment recommendations must be active in the organization's programs.

#### Section 4. Resignations

Any member of the Board of Directors may resign by giving written notice of their resignation to the President or Secretary of the Board of Directors. Such resignation shall be effective at the time specified in such notice, and acceptance shall not be necessary to make it effective.

#### Section 5. Absences and Attendance Policy

Directors failing to attend two consecutive meetings of the Board are subject to review.

#### Section 6. Termination

Any member of the Board of Directors may be removed in the interests of the Pittsburgh Poetry Collective by a two-thirds vote of all members of the Board of Directors. A Director may be terminated from the Board for excessive unexcused absences, violation of our adopted policies, or other reasons by a two-thirds vote of the remaining Directors.

### Article 4 Meetings

#### Section 1. Board Meetings

The Board of Directors of the Pittsburgh Poetry Collective will meet regularly at a location deemed convenient and accessible, usually in conjunction with an already scheduled event. A written notice stating the purpose, place, date, and time of all regularly scheduled meetings shall be given at least five (5) days prior. Attendance via accessible electronic meeting technology is sufficient when arrangements are made in advance regarding accessible devices and connectivity. In such times that decisions are required and a vote is not possible, all Directors are empowered to make temporary decisions on behalf of the Board. The highest ranking present Officer [who is not in competition, if applicable] shall have final say in such scenarios. All such ad hoc decisions shall be voted on by the Board at the next possible opportunity.

#### Section 2. Body Meetings

The President or the Board will designate a time and place for one (1) election meeting annually. Notice of the meeting will be given thirty days prior. Individuals interested in seeking a position on the Board will submit a statement of interest to [info@pghpoetry.org](mailto:info@pghpoetry.org) seven (7) days prior. Community involvement and volunteer history shall be considered for Board candidates. Community membership tenure, extended volunteer service, or prior Board membership in other slam communities shall be considered in cases where candidates have relocated to the area. Individuals must be present to vote. Election voting will be weighted.

Section 3. Special meetings can be called by the President or the Board or a petition signed by at least 20 individuals active in the organization's programs.

### Article 5 Programs

#### Section 1. Steel City Slam and Open Mic

In existence since 1995, the Steel City Slam is the Pittsburgh Poetry Collective's flagship program. The Steel City Slam will take place regularly at a venue determined by the Board to be accessible, supportive, and safe. The Steel City Slam will consist of a poetry slam competition, an open mic, a feature poet slot, and local and community announcements.

#### Section 2. Liner Notes

Liner Notes is inspired by Mashed Poetics from Vancouver, BC. Poets sign up in advance to be randomly assigned a song from a preselected album, and they then compose a new piece inspired by their assigned track. Liner Notes will consist of snippets of the songs assigned, a showcase of poets' new work, a feature poet slot, and local and community announcements.

#### Section 3. Participation Points

The Pittsburgh Poetry Collective is committed to attending regional and national team and individual competitions as we are financially able and on a regular basis. Poets are selected for and win these opportunities through regular participation and open competition. Current information on active seasons and standings will be maintained at [pghpoetry.org](http://pghpoetry.org).

All poets who participate in the Steel City Slam receive 1 participation point towards selection for future marquee shows.

Poets who make it to round 3 receive higher total points based on place: 3rd Place - 3 points; 2nd Place - 4 points; 1st Place - 5 points. Poets participating in Liner Notes will earn 2 participation points towards marquee shows. New sh!t is priceless.

#### Section 4. Marquee Shows

At this time, the Pittsburgh Poetry Collective has an active agreement with City of Asylum to host regular marquee shows at their Alphabet City Center. These will most often be scheduled in conjunction with team or individual tournament selection needs. Marquee will consist of a competition or showcase, sponsor recognition, and local and community announcements.

#### Section 5. Writing & Performance Workshops

The Pittsburgh Poetry Collective is committed to providing regular writing & performance workshops. The last regularly scheduled slam slot before a marquee show will be a free workshop supporting that show. We will also facilitate connections for poets to perform at other upcoming events. These services are offered to individuals and organizations for fees to be determined on a case-by-case basis.

#### Article 6 Committees

The Board of Directors may create temporary or standing committees as needed and will appoint committee chairs. Responsibilities are defined by the Board and will be reviewed periodically.

#### Article 7 Equal Opportunity Organization and Antidiscrimination Policy

The Pittsburgh Poetry Collective does not discriminate against anyone based on race, color, class, gender, sexual orientation, national origin, religion, ethnicity, lifestyle, age, or disability.

The Pittsburgh Poetry Collective is committed to providing an environment free from discrimination and prohibits harassment of its performers, volunteers, and attendees, including sexual harassment.

The Pittsburgh Poetry Collective will implement an anti-discrimination policy to fully comply with applicable federal, Commonwealth of Pennsylvania and local laws, rules and regulations in nondiscrimination and harassment.

#### Article 8 Financial

The Pittsburgh Poetry Collective will own and maintain the resources of pghpoetry.org, pghpoetry.com, steelcityslam.org, steelcityslam.com, and info@pghpoetry.org. All development of these resources including but not limited to associated logos, images, and documents will be contracted and invoiced to the organization and named with the organization as owner.

The Board of Directors will set "suggested donation" prices for program attendance. These should be considered sliding scale contributions, and no one will be turned away for inability to contribute. In the case of a cash prize, failure to contribute may equal partial forfeiture.

The Pittsburgh Poetry Collective will register and maintain organizational membership to the Greater Pittsburgh Arts Council or equivalent future public resource.

The Board of Directors may, by resolution or amendment of these bylaws, enter into binding contracts regarding but not limited to: venues, general sponsorship, promotion, or fiscal sponsorship. The Board may also seek financial services and grants with sound basis.

#### Article 9 Indemnification

##### Section 1. Indemnification by the Corporation:

To the extent not inconsistent with applicable law, every person (and the errors and personal representatives of such person) who is or was a Director, officer, employee, or agent of the Corporation shall be indemnified by the corporation against all liability and reasonable expense that may be incurred by them in connection with or resulting from any claim, action, suit, or proceeding

(1.) if such claim is wholly successful with respect to it or,

(2.) If not wholly successful, then if such a person is determined as provided in these bylaws to have acted in good faith, in what they reasonably believed to be the best interests of the corporation (or, in any case not

involving the person's official capacity with the Corporation, and what they reasonably believed to be not opposed to the best interest of the Corporation) and, in addition, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that the conduct was lawful (or no reasonable cause to believe that such conduct was unlawful) then the Corporation shall indemnify the person. The termination of any claim, action, suit, or proceeding, by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in these bylaws.

## Section 2. Definitions

As used herein, the terms "claim, action, suit, or proceeding shall include any threatened, pending, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the rates of this Corporation, any other corporation, or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, in which a person (or their heirs or personal representatives) may become involved, as a party or otherwise:

- (1.) by reason of their having been a Director, officer, employee, or agent of the Corporation, or of any corporation where they served as such at the request of the Corporation, or
- (2.) by reason of their acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where they served as such at the request of the Corporation, or
- (3.) by reason of any action taken or not taken by them in any such capacity, whether they continue in such capacity at the time such liability or expense shall have been incurred.
- (4.) as used herein, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements, and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of-of, a person.
- (5.) as used herein, the term "wholly successful" shall mean: termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against them; approval by a court, with knowledge of the indemnity, herein provided, of a settlement of any action, suit, or proceeding; or
- (6.) the expiration of a reasonable period after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to include a settlement.

## Section 3. Entitlement to Indemnification

Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if special independent counsel, which may be regular counsel the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested arm exist (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in these bylaws and if the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which they rely for indemnification. The corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's findings that are within the possession or control of the corporation.

## Section 4. Relationship to other rights

The right of indemnification provided in these bylaws shall be in addition to any rights to which any person otherwise may be entitled.

## Section 5. Extent of indemnification

Irrespective of the provisions of these bylaws, the Board of Directors Bay, at any time and from time to time, approve indemnification of Directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

## Section 6. Advancement of expenses

Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of any undertaking by or on behalf of the recipient to repay such amount unless they are entitled to indemnification.

## Section 7. Purchase of Insurance

Board of Directors is empowered to purchase insurance covering the corporation's liabilities and obligations under these bylaws and insurance protecting the corporation's Directors, officers, employees, agents, or other persons.

Article 10          Dissolution

The Dissolution of the Pittsburgh Poetry Collective will require a dissolution motion to the Board. If the motion is passed, the Board will select an individual amongst themselves to carry out the necessary steps to complete the dissolution including filing paperwork with state and federal agencies and tending to the distribution of the remaining assets.

Upon dissolution of the corporation of the organization, the Board of Directors or governing staff shall, after paying or making provision for payment of all the liabilities of the organization, dispose of all the assets of the corporation or organization in such manner or to such organization organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an equally exempt organization as the Board of Directors or governing staff shall determine. Any assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation or organization is then located, exclusively for such purposes as said Court shall determine, which are organized and operated exclusively for such purposes.

CERTIFICATION:

These bylaws were approved at a meeting of the Board of Directors by a two-thirds majority vote on 8 October 2019

Sarah Rose Moore, President

Von Brown, Treasurer

Lori Beth Jones, Secretary