

# BYLAWS

## Portland Artisans Co-Op Team, dba Artistic Portland

Last revised 11/30/2016

### Article 1. General

- A. The name of this organization shall be "Portland Artisans Co-Op Team, Inc." as registered with the Corporation Commissioner of the State of Oregon and shall hereinafter be referred to as "PACT." Members of this organization shall hereinafter be referred to as "PACT members" or "members".
- B. Mission Statement: PACT is a for-profit organization dedicated to creating a venue for local PACT Members to sell their products. As a secondary mission of PACT, we support each other as artists, encouraging each other to be better artists and helping each other learn and grow. PACT Members are participating in Artistic Portland.
- C. PACT shall be organized for doing business as Artistic Portland, an artisan co-operative store. In the future other stores may be added by a majority vote of members.
- D. PACT will not tolerate acts of oppression. Any instance of discrimination or harassment shall not be tolerated and shall be grounds for membership review. Be a decent human being.
- E. PACT shall be managed by a Board of Directors (Board).

### Article 2. Board of Directors

- A. The Board shall consist of the following members: President, Vice President, Secretary, Treasurer, and Communication Facilitator. The Officers may not serve more than one Board position simultaneously.
- B. The term of office of President, Treasurer, and Communications Facilitator shall commence on February 1, 2013 and run through January 31, 2015. The term of office of Vice President and Secretary shall commence on February 1, 2013 and run through January 31, 2014. Thereafter the term of all officers shall run for two years. A person may not serve in any single Board position longer than four (4) consecutive terms.
- C. Any Board Member may be removed from office by a two-thirds vote of the entire PACT Membership. Notice of the proposed removal of a Board member must be given to such Board member not less than seventy-two (72) hours prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Board member must state the cause for the proposed removal.
- D. The Board shall meet periodically to conduct the business of PACT. Notice of meetings will be sent at least one week before the meeting date, except when the Board needs to meet for emergencies. Unexcused absence from three (3) consecutive meetings of the Board shall be due cause for removal of a Board member.
- E. Any vacancy occurring on the Board by reason of death, resignation or removal shall be filled by the remaining members of the Board, who shall select a PACT member to fill the vacancy. Such appointee shall serve during the unexpired term of the removed Board Member, and may run for the position at the next scheduled election, unless the elected member has completed less than one half of their term. In that case, there will be an election held to fill the vacancy. Vacating Board members shall serve as mentor to replacing Board members for three (3) months or earlier at the discretion of the majority of the Board and shall attend board meetings as a non-voting member.

### Article 3. Duties of Board Members

- A. The President shall supervise all activities of PACT; call and preside over all meetings of the Board, and shall perform all duties inherent to the office.

- B. The Vice President shall act for the President in his/her absence and perform such other duties as the President may direct.
- C. The Secretary shall keep all records of the Board. The Secretary shall produce and publish minutes of all Board and Membership meetings with one copy retained in the store and one copy online.
- D. The Treasurer shall receive and account for all funds belonging to PACT, maintain bank accounts in depositories designated by the Board, and render periodic financial reports. Disbursement of funds shall require two (2) signatures. Those authorized to sign shall be the President, Vice-President, Treasurer and Store Manager. There shall be an annual audit. The Treasurer will work with the Bookkeeper to produce the records.
- E. Communications Facilitator shall act as a meeting facilitator and communication liaison among members.
- F. Members at Large perform the duties assigned by the Board.

#### **Article 4. Election of Officers**

- A. Officers shall be elected by a majority of the PACT members at the January meeting, with installation of officers to take place at the February meeting. Exception is the initial election of Board Members.
- B. The Board shall appoint a nominating committee of three (3) persons in October before the election. This committee shall collect candidate names and prepare a ballot for inclusion in the agenda of the December meeting. Members to be nominated for Board positions must be current active members in good standing. Members shall have at least 15 days to consider nominees. Nominations for officers from the floor at the meeting shall be included in the vote.
- C. PACT members in good standing who do not attend the meeting can have their vote counted if they submit a signed proxy to two board members by the date of the election.

#### **Article 5. Membership**

- A. PACT shall be composed of Artistic Portland members.
  - 1. Artistic Portland members are juried into PACT and must be in good standing. Artistic Portland Members are eligible to serve on the Board and display their artwork in Artistic Portland. Artistic Portland Member categories shall be established by the Board.
  - 2. Membership shall be of four levels: Level 1, Level 2, Level 3 and Level 4 (see membership agreement for number of shifts and membership fees. Membership shall commence from the first day of the month following jury acceptance.
- B. All members juried shall have an initial six-month probationary membership contract, converting to a month-to-month contract thereafter, pending the approval of permanent membership status. Members may terminate their contract with thirty days' notice, effective at the beginning of the month following the termination notice. After 3 months, members shall be contacted by the Board to review membership sales and participation in committees. A final review of membership shall be made at the end of the initial 6-month contract to invite members into full membership. No contact, unfulfilled shifts, no committee participation and unpaid dues extending beyond 45 days may result in automatic membership termination.

After signing a membership contract, members shall be required to pay a non-refundable amount equivalent to their first five months of dues and their last month. Amount is determined by their membership level. At the start of their sixth month they will be required to pay the equivalent of one month's dues and thereafter each month they will be required the equivalent of one month's dues. For the initial dues we will accept a check or a credit card payment. After this initial payment we will only accept a check for payment of monthly dues. If co-op folds before all funds are disbursed, any remaining funds will be returned to the member. Membership dues may be

refunded at the discretion of the Board. Application and administrative fees remain non-refundable.

- C. The image of PACT is reflected by the conduct of its individual members. Complaints about the conduct of any members that affect the welfare of PACT will be accepted only in writing to the Communication Facilitator. Personal complaints or criticisms shall not be aired in open meetings. If the Communication Facilitator deems it necessary, the Board will hold separate meetings with each party involved and each party shall be given the opportunity of a full hearing. If the facts support the complaint, a formal letter or reprimand will be issued. Three such letters will call for automatic expulsion from Membership within the current calendar year. The warning process can be accelerated under extenuating circumstances as decided by the Board. The collective members of PACT have the right to vote any member out for just cause. The vote must take place at a General Meeting, passed by a majority vote. Any member who takes an unauthorized image of another member's art with the intention of duplicating it to sell it without permission will automatically be put on probation and, at the discretion of the Board, qualifies for an immediate expulsion from Artistic Portland and any unused prepaid rent will be forfeited.
- D. To be in good standing, members must be up to date on financial obligations, and abide by these Bylaws, the Membership Agreement Contract, and Artisan Guidelines. The Board may, at any time, revoke the good standing status of a member if these obligations are not met. Members are required to fulfill all federal, state and local regulations for doing business.
- E. It is up to each individual Artist to be in compliance with the federal, state and local laws, rules and regulations of the Artist's products and business including but not limited to health and safety, copyright, licensing, trademark and any and all other applicable laws and regulations pertaining thereto. If the Artist is not in compliance with the rules and laws pertaining to his/her products displayed and sold at Artistic Portland and in the event there are legal warnings and/or actions against Artistic Portland and/or its members for the Artist's lack of compliance that Artist holds Artistic Portland and the rest of its members harmless and agrees to pay any and all damages, costs of suit, attorney's fees and any other legal fees and expenses that may be incurred therein against Artistic Portland and/or its members.

#### **Article 6. Standing Committees**

The Board may create committees from time to time to assist in the performance of PACT's Mission. The Committees shall produce, for approval by the Board, procedures that may be necessary for professional operation of the Store.

- A. The Store Manager shall chair the Store Committee. He/she oversees daily operations of the store, ensures the physical store is staffed, and monitors compliance with store procedures and all store activities. Committee may include, but is not limited to: scheduler, display and assistant manager.
- B. The Public Awareness Chair directs the Public Awareness Committee, which works to bring our name to the public, submits advertising and press releases, etc. The Public Awareness Chair shall work closely with the webmaster, who shall manage the website and social media sites. Committee may include, but is not limited to: web master, newspaper contacts, public relations, social media, response to customer inquiries and events coordinator.
- C. The Jury Committee helps to determine entrants into PACT. Duties shall include preparing artists for the jury process, facilitating jury meetings and following up with jurors after jury meetings.
- D. The Training Committee is responsible for training members to work in the store and any other procedures necessary. He/she works closely with other committee chairs on anything needed.
- E. The Membership Committee is responsible for membership recruitment and maintenance of membership records and archival information.

#### **Article 7. Contractual Agreements**

- A. The Board shall oversee all contractual agreements including PACT Membership Agreement Contract and third party contracts such as lease, insurance, etc.
- B. PACT Membership Agreement Contract shall define store and PACT member responsibilities.
- C. PACT Membership Agreement Contract may be amended only by a vote of the members at a PACT membership meeting.
- D. All contracts shall be approved by the Board and shall require two two (2) signatures. Those authorized to sign are any 2 members of the Board.

**Article 8. Board Meetings**

- A. Board meetings shall be conducted bi-monthly or as decided by the President and one additional Board Member. The President shall notify the Board of the meetings. An agenda shall be distributed not less than seventy-two (72) hours in advance of the meeting.
- B. Adoption of any matter voted during a Board meeting requires two-thirds approval of the Board.
- C. All Board meetings are considered open to all PACT Members unless otherwise stated.

**Article 9. PACT Member Meetings**

- A. PACT member meetings shall take place monthly or as decided by the Board. All PACT members are required to make every effort to attend. The President shall notify the PACT members of the meetings. An agenda shall be distributed not less than seventy-two (72) hours in advance of the meeting.
- B. Adoption of any matter voted on requires at least 10 PACT members in good standing. An approval of any matter shall require a majority vote of such members present.

**Article 10. Parliamentary Procedure**

The Board and PACT membership meetings shall be conducted based on consensus and what we have set forth in our bylaws. If a procedure is undefined we shall default to Robert's Rules of Order.

**Article 11. Bylaw Amendments**

These Bylaws may be amended by a vote of the PACT membership at a PACT membership meeting.

**Article 12. Fiscal Year**

The fiscal year for PACT shall begin on January 1 and end on December 31.

**Article 13. Dissolution**

If dissolution of this organization becomes necessary, a majority of the total PACT membership shall decide on dissolution, and the Board shall dispose of all assets in accordance with the requirements of PACT's Oregon State Articles of Incorporation.