



**PORTLAND
LEATHER
ALLIANCE**

POLICIES & PROCEDURES

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***Procedure** section is brand new and being built section by section. It will eventually mirror the numbering found in **Policies**.*

ARTICLES OF INCORPORATION

ARTICLE 1. Name of corporation

Portland Leather Alliance (restated April 29, 1999)

ARTICLE 2. Type of corporation

Public benefit

ARTICLE 3. Name of initial registered Agent

Name on file with Oregon Secretary of State, Corporation Division

ARTICLE 4. Principal office address

4110 S.E. Hawthorne #611
Portland, OR 97214-5246

ARTICLE 5. Indicate if corporation will have members

Yes

ARTICLE 6. Distribution of assets on dissolution or final liquidation

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. (Restated 10/1/2002)

ARTICLE 7. Name and address of each director is optional

ARTICLE 8. Each director named has consented to this appointment.

ARTICLE 9. Optional provisions (added April 29, 1999)

- A) The personal liability of each member of the Board of Directors and each uncompensated officer of the corporation or its members, for monetary or other damages, for conduct as a director or officer of member shall be eliminated to the full extent permitted by law.

- B) No member or their agent or attorney shall have the right to inspect or copy the membership

list of the Portland Leather Alliance. The corporation shall provide a reasonable means to mail communications to its members through the corporation at the expense of the member making a lawful request.

- C) This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to such organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- D) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(3) (c) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, Contributions to which are deductible under 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

BYLAWS

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ARTICLE I: NAME

The name of this organization shall be Portland Leather Alliance, a nonprofit corporation, incorporated in the State of Oregon, hereafter referred to as the Portland Leather Alliance (PLA).

ARTICLE II: PURPOSE

This corporation shall be organized and operated exclusively for charitable, scientific, literary and educational purposes. Subject to the limitations stated in the Articles of Incorporation, the purposes of this corporation shall be to engage in any lawful activities, none of which are for profit, for which corporations may be organized under Chapter 65 of the Oregon Revised Statutes (or its corresponding future provisions.) The corporation's primary purpose shall be to provide educational outreach with information about the BDSM community and its practices.

ARTICLE III: MEMBERSHIP AND DUES

A. Membership

A person shall become a member of the Portland Leather Alliance by providing the organization with his/her full legal name and mailing address, by paying annual dues, and by agreeing to abide by the policies and purposes of the corporation as set by the Board of Directors.

B. Termination of Membership

Membership may be terminated by the Board of Directors after giving the member at least 15 days written notice by first class or certified mail of the termination and the reasons for the termination, and an opportunity for the member to be heard by the Board, orally or in writing, not less than five days before the effective date of the termination. The decision of the Board shall be final and shall not be revisable by any court.

C. Annual Meeting.

The annual meeting of the members shall be held in November.

D. Special Meetings.

Special meetings of the members shall be held by the call of the Board of Directors or by the call of the holders of at least five percent of the voting power of the corporation by a demand signed, dated, and delivered to the corporation's Secretary. Such demand by the members shall describe the purpose of the meeting.

E. Notice of Meeting.

Notice of all meetings of the members shall be given to each member at the last email address, or by regular mail if no email address is provided, at least 30 days, but not more than 60 days, before the meeting. The notice shall include the date, time, place, and purposes of the meeting.

F. Quorum and Voting.

10% of the membership shall constitute a quorum. A majority vote of the members voting is the act of the members, unless these Bylaws or the law provide differently. Each member shall be entitled to one vote on all matters for which a membership vote is permitted by law, or the Bylaws of this corporation, except that members shall not vote on the restatements of the Articles of Incorporation.

ARTICLE IV: BOARD OF DIRECTORS

A. The affairs of the Portland Leather Alliance shall be managed by the Board of Directors. The Directors shall not receive salaries for the Board services, but may be reimbursed for expenses related to Board service.

B. The number of Directors may vary between a minimum of four and a maximum of eleven. The Board shall be elected by the membership at the November General Membership Meeting.

C. To be eligible to serve on the Board of Directors, an individual must:

1. Be a member in good standing of the Portland Leather Alliance, being current in their PLA membership and not currently banned, excluded, or otherwise prevented from participating in PLA activities;
2. Not have a report of sanctions or bans by other groups with similar consent cultures as the PLA within 5 years.
3. Not have a history of financial crimes (including but not limited to embezzlement, felony theft, burglary, robbery) ever.
4. Not have a history of serious crimes (as defined by the National Coalition of Sexual Freedom as of May 16, 2024) including: physical assault, sexual assault, blackmail, revenge porn, stalking, and harassment within the past 10 years.
5. Not have any kind of no contact or protective order against them within the past 12 months or engaged in outing or threats of outing;
6. Not have resigned from the Board in the past 5 years;
7. Not have engaged in harassment, spotting, or doxxing of Board members within the past 5 years;
8. Not be a family member or current member of a house, sexual, romantic, power exchange relationship, or other long-term committed relationship (excluding casual play) with another Board member at the time of their nomination or Board service.
9. Be willing to communicate frequently via the current used messaging platform for Board communications.
10. Have attended a minimum of two Board meetings prior to the nomination or demonstrated significant support or volunteer efforts on behalf of the organization, unless this requirement is waived by a majority of the Board.

Appeals to any of these sections are available on a case-by-case basis as outlined in Policy 2.35 Board Eligibility Appeals.

D. The Board shall be elected by the members at the annual meeting by a plurality of the members voting. Nominations for the Board of Directors are to be presented at the October board meeting. Ballots for the Board of Directors, and any other issues to be voted on by the membership, will be provided to the membership at least two weeks prior to the November general membership meeting. Write in votes will be permitted, as long as that candidate is qualified under Article IV, Paragraph C. No completed ballots will be accepted after the general meeting has been called to order. No votes by proxy will be accepted at any time.

E. The term of office of each member of the Board of Directors shall be no more than two years, with re-election permitted. Terms longer than one year shall be staggered.

F. Vacancies in any position in the Board of Directors and newly created board

positions shall be filled as soon as practicable, but within two monthly Board meetings. Vacancies shall be filled by a majority vote of the remaining Directors. Such directors shall hold office until the next general election. When filling an officer position, preference will be given to current Board Members.

G. Any Director may be removed with or without cause, at a meeting called for that purpose, by a vote of a majority of the members entitled to vote at an election of Directors.

H. A quorum at a board meeting shall be a majority of the number of Directors prescribed by the Board or, if no number is prescribed, by a majority of all the Directors in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of directors present. Where the law requires a majority vote of directors in office to establish committees that exercise Board functions, to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, to dissolve, or for other matters, such action is taken by that majority as required by law.

I. The Board of Directors may establish an Executive Committee. The Executive Committee shall have the authority to make on-going decisions between Board meetings and shall have the authority to make financial and budgetary decisions. It shall be composed of the President, Treasurer, and one additional Board Member who will be elected by the Board of Directors by a majority vote of the Directors prescribed by the Board or, if no number is prescribed, of all directors in office at that time. All decisions made by the executive committee should be reported to the Board at the next board meeting.

ARTICLE V: BOARD MEETINGS

A. The Board of Directors shall meet regularly on a monthly basis as determined by the Board of Directors. No other notice of the date, time, place, or purpose of these meetings is required.

B. Special meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. Notice of such meetings, describing the date, time, place, and purpose of the meeting, shall be delivered to each director by mail, email or by telephone not less than two days prior to the special meeting. The President or a majority of the Board of Directors shall call special meetings.

C. Any action required or permitted by law to be taken at a meeting of the Board may be taken without a meeting if consent, in writing, setting forth the action to be taken or so taken, shall be signed by all the Directors.

ARTICLE VI: OFFICERS

A. The officers of the Portland Leather Alliance shall be President, Vice President, Secretary, and Treasurer; and must be members on the Board of Directors. No person may hold more than one office or position of the Board of Directors simultaneously. All officers must be members in good standing of the Portland Leather Alliance.

B. The duties of the officers shall be as follows:

1. The President shall:

a. Preside over all meetings of the membership and the Board of Directors;

b. Act as the spokesperson of the Portland Leather Alliance, subject to guidelines established by the Board of Directors;

c. Appoint advisory Committee Chairpersons and Directorships from among the elected Officers and Members-at-Large, unless that requirement is waived by a majority vote of the Board. Advisory Committee Chairpersons and Directorships are subject to the approval of the Board of Directors;

d. Appoint members to advisory committees subject to the approval of the Board of Directors;

e. Assume all other duties normally associated with this office not inconsistent with these Bylaws.

2. The Vice President shall:

a. Act as the President in the President's absence at any membership or Board of Directors meeting;

b. Serve as the liaison to all standing and special advisory committees, under the direction of the President;

c. Assume such other duties as determined by the Board of Directors;

d. Assume all duties normally associated with this office not inconsistent with these Bylaws.

3. The Secretary shall:

a. Keep minutes of all membership and Board of Directors meetings;

b. Provide all notices required by the Portland Leather Alliance for all meetings;

c. Mail to all members the minutes of all board meetings and membership meetings in a timely manner after said meeting;

d. Obtain, read, and deliver in a timely and responsible manner all correspondence mailed to the Board of Directors;

e. Perform all other duties normally associated with this office not inconsistent with these Bylaws.

4. The Treasurer shall:

a. Keep all financial records and accounts of the Portland Leather Alliance pertaining to income and expenditures;

b. Present to the Board of Directors and membership at all regular meetings a written financial report of the affairs of the Portland Leather Alliance;

c. Be an authorized signature on the checking account of the Portland Leather Alliance;

d. Perform all other duties normally associated with this office not inconsistent with these Bylaws.

ARTICLE VII: BOARD MEMBERS-AT-LARGE

A. The duties of Members-at-Large shall be:

1. Represent the PLA in the Leather/SM/Fetish community at large;
2. Serve as outreach and liaison between PLA members and the rest of the Board;
3. Volunteer for advisory committees and contribute ideas for all and any aspects of the PLA;
4. Attend Board Meetings;
5. Assume all other duties normally associated with this office not inconsistent with these Bylaws.

ARTICLE VIII: ADVISORY COMMITTEES

A. Standing Advisory Committees and Special Advisory Committees shall be established as needed by the Board of Directors.

B. Committee Chairpersons and Directorships shall be drawn from among the elected Officers and Members-at-Large, unless that requirement is waived by a majority vote of the Board. Committee Chairpersons and Directorships are subject to the approval of the Board of Directors.

1. The duties of advisory Committee Chairpersons and Directorships shall be:

- a. Responsibly fulfill the intended function of their Committee and/or Directorship, as designated at the time of appointment;
- b. Maintain and make available to the Board upon request all and any Committee and/or Directorship documents, files and correspondence;
- c. Attend Board Meetings;
- d. Attend Meetings of the Committee to which the individual was appointed;
- e. Assume all other duties normally associated with this office not inconsistent with these Bylaws.

C. Members of advisory committees shall be drawn from the membership of the Portland Leather Alliance and approved by the Board of Directors.

ARTICLE IX: CORPORATE INDEMNITY

This corporation will indemnify to the fullest extent not prohibited by law any person who is made or threatened to be made a party to an action, suit, or other proceeding, by reason of the fact that the person is or was a director or officer of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act (or its corresponding future provisions) with respect to any employee benefit plan of the

corporation. No amendment to this Article that limits the corporation's obligation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. The corporation shall interpret this indemnification provision to extend to all persons covered by its provisions the most liberal possible indemnification – substantively, procedurally, and otherwise.

ARTICLE X: AMENDMENTS

Both the Board of Directors and the members must vote to amend or repeal these Bylaws or to adopt new ones. The Board of Directors must vote to amend or repeal these Bylaws or to adopt new ones by a majority vote of directors present, if a quorum is present. Prior to the adoption of the amendment, each Director shall be given at least two weeks notice of the date, time, and place of the meeting at which the proposed amendment is to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment. The members must vote to amend or repeal these Bylaws or to adopt new ones by a majority vote of the members represented and voting. Prior to the adoption of the amendment, each member shall be given the notice of meeting required by these Bylaws and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment. When possible, changes to the Bylaws will be voted on during a Special Meeting in May.

ARTICLE XI: DISSOLUTION PROCEDURES

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501C (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose that are in accordance with the purposes of the Portland Leather Alliance as designated by the Board of Directors. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Effective Date: November 7th, 2006

Amended: June 17, 2012

Purpose/Mission Statement

1. Participate in Local and National BDSM Communities with information and support
2. We support the right to adult consensual sexual expression
3. Create opportunities for understanding through communication, education and social camaraderie for the BDSM Community
4. Support the activism and visibility of the BDSM community
5. Be mindful of the diversity of our community and to work towards inclusiveness
6. To raise funds for charities of interest to the BDSM Community
7. To preserve a record of our history, traditions and culture

POLICIES

2 - GENERAL POLICIES

2.1 Membership

Membership expires one calendar year from the date of sign-up. All PLA Members can sign up online or with a paper form and will be a member for one calendar year from that date. Any PLA Member can renew at any time throughout that year and will have an additional calendar year added to the duration of membership.

2.15 Board Job Descriptions

A) President

The President is both an Officer of the Board of Directors and chairs the Executive Committee. The President is responsible to make sure the Executive Committee meets its obligation to prepare an annual budget, the handling and distribution of funds, and the preparation and presentation of regular financial statements to the Board of Directors.

The President is responsible for sitting on the KinkFest Committee.

- Attend a minimum of 75% of monthly board meetings.
- Attend a minimum of 80% of Executive Committee meetings.
- Oversee agenda for monthly Board meetings, sending out agenda to the Board 2 weeks before meeting for editing and discussing. Agenda to be completed and to membership 1 week before Board meeting.
- Preside over all meetings of the membership and Board of Directors.
- Traditionally the President votes last to not influence board decisions.
- Monitor and assist Board Members with tracking the completion of assigned tasks and responsibilities in a timely manner.
- Act as the spokesperson of the Portland Leather Alliance, subject to guidelines established by the Board of Directors.
- Appoint Committee Chairpersons and Directorships from among the elected Officers and Members-at-Large, pending approval by a majority vote of the Board.
- Sign all contracts on behalf of the PLA.
- Review and track other Board Members' completion of assigned tasks.
- All Board Members uphold their position as priority over all other responsibilities for advisory committees or KinkFest Committee which are not to impede the responsibilities of the Board Member
- Create and maintain succession document for the position, including workflow, contacts, etc. for incoming and future Presidents.

B) Vice President

The Vice President is an officer on the Board of Directors.

The Vice President is responsible for acting in the President's place during any absences and as a liaison to all committees within the PLA.

- Attend a minimum of 75% of monthly board meetings.
- Act as the President in the President's absence at any membership or Board of Directors meeting.
- Serve as the liaison to all standing and special advisory committees. This includes:
 - make sure Committee meeting minutes are collected and shared with the Board promptly.
 - ensure Committee Chair maintains Succession packets in designated document storage.
 - Facilitating communication between Committees as needed.
- Vice President shall be a member of at least one Standing Committee.
- Track who has copies of keys to the PLA storage facility and mailbox
- Organize general membership meeting and encourage members to participate in elections.
- All Board Members uphold their position as priority over all other responsibilities for advisory committees or KinkFest Committee which are not to impede the responsibilities of the Board Member
- Assume such other duties as determined by the Board of Directors.
- Create and maintain succession document for the position, including workflow, contacts, etc. for incoming and future Vice-Presidents.

C) Treasurer

The Treasurer is both an officer on the Board of Directors and sits on the Executive Committee. Act as the liaison between the Board and bookkeeping and tax professionals.

- Attend a minimum of 75% of monthly board meetings.
- Attend a minimum of 80% of Executive Committee meetings.
- Create annual budget and present it to Board and Membership at July's meeting.
- Make sure all invoices and bills are paid in a timely manner, including reimbursements for authorized expenses.
- Bring budgets to all board meetings to update with any approved changes.
- Present and distribute full profit and loss (by class) once each quarter.
- Present bank balances at board meetings.
- Create a system for Cash Box use at events where cash is exchanged, this includes:
 - designate a responsible party for safeguarding.
 - transaction balance sheet (Cash Daily Sheet).
 - reconciliation of cash receipts.
 - deposit cashbox contents to the bank within 2 weeks following an event where cash is collected.
 - ensure sufficient change available in the cashbox.
- Be an authorized signature on any checking/savings account of the Portland Leather Alliance.
- Maintain a log of all cardholders and bank account signers approved to utilize PLA credit/debit cards for purchases related to organizational needs.
- Audit cardholder and bank account signers' logs every quarter and/or when there is a change to the Executive Committee membership.

- Documentation of any income that might be considered Unrelated Business Income, per IRS regulations.
- Ensure all required insurance policies remain in effect.
- Ensure that tax and bookkeeping professionals meet all deadlines and requirements. Coordinate communication flow between them as needed.
- Ensure PLA activities do not risk our tax-exempt status.
- Maintain all financial records and accounts of the Portland Leather Alliance.
- Track outstanding checks.
- Present at all regular Board meetings a financial report of the affairs of the Portland Leather Alliance, including any relevant documentation.
- Treasurer may choose to, but is not required, to be on a standing committee or the KinkFest committee.
- All Board Members uphold their position as priority over all other responsibilities for advisory committees or KinkFest Committee which are not to impede the responsibilities of the Board Member
- Assume such other duties as determined by the Board of Directors.
- Create and maintain succession document for the position, including workflow, contacts, etc for incoming and future Treasurers.

D) Secretary

The Secretary is both an officer on the Board of Directors and sits on the Executive Committee. They are responsible for overseeing the administrative functions of the organization.

- Attend a minimum of 75% of monthly board meetings.
- Attend a minimum of 80% of Executive Committee meetings.
- Provide all notices required by the Portland Leather Alliance for all meetings.
- Keep minutes of all membership and Board of Directors' meetings and send minutes out to the board in 7 days. The Board has 7 days to respond. Subsequent edits are done in 24 hours, with 24 hours for the Board to respond.
- Maintain attendance records for meetings, individually for Board members and totals for membership and community members.
- Email to the membership the draft minutes of all board meetings and membership meetings no later than 21 days after the meeting.
- Responsible for storing and maintaining documentation of all meetings (written, audio, video, or other) in designated document storage in a structured and organized manner. Work with IT support and Archivist as needed.
- Collect, read, and deliver in a timely and responsible manner all physical correspondence mailed to the Board of Directors within 2 weeks after the Board meeting. If physically unable to collect mail, designate an authorized alternate.
- Monitor and respond to emails sent to official PLA email addresses assigned to the Secretary promptly. At a minimum, respond within 48 hours.
- Log and document any reciprocal agreements with other organizations.
- Log and document any special offers for PLA membership agreements with businesses.
- Secretary may choose to, but is not required, to be on a standing committee or the KinkFest committee.

- All Board Members uphold their position as priority over all other responsibilities for advisory committees or KinkFest Committee which are not to impede the responsibilities of the Board Member
- Assume such other duties as determined by the Board of Directors.
- Create and maintain succession document for the position, including workflow, contacts, etc. for incoming and future Secretaries.

E) At-Large

- Attend a minimum of 75% of monthly board meetings.
- Regularly attend a minimum of 4 community events annually to represent the PLA in the Leather/SM/Fetish community at large. "Community events" may include munches, community groups, or special interest groups not hosted by the PLA.
- Attend PLA hosted events whenever possible.
- Serve as outreach and liaison between PLA members and the rest of the Board.
- Volunteer for standing committees.
- At-Large Members may choose to but are not required to be on the KinkFest committee
- All Board Members uphold their position as priority over all other responsibilities for advisory committees or KinkFest Committee which are not to impede the responsibilities of the Board Member
- Assume such other duties as determined by the Board of Directors.

2.11 Membership Termination

Membership in the PLA is not a guaranteed right but a privilege, and it can be revoked through a vote by the Board in accordance with the Bylaws (Article III B). Individuals who are affected by the termination will be notified via first-class mail at the address on record.

The termination encompasses all aspects of PLA involvement, including PLA membership, access to PLA social media groups and pages, participation in classes/workshops, attendance at events, or any other PLA activity.

The duration of the membership termination can be determined by the Board and may last for a period of one year, three years, five years, ten years, or even a lifetime, depending on their discretion. If a member is found to be in violation of this policy, any fees, payments, or other financial obligations will not be refunded.

We strictly prohibit any behavior that significantly or repeatedly disrupts the experience of other members.

We do not tolerate harassment, bullying, or abuse of any kind, whether directly or by encouraging others to take part in prohibited conduct.

This includes, but is not limited to:

- Acts or Threats of Violence
- Targeted personal attacks
- Piling on to or orchestrating disruptive activity in a way that amounts to abuse
- Anything that violates our non-discrimination policies
- Disingenuously participating in conversation in a way that instigates conflict or undermines sincere discussion
 - Using harmful stereotypes, slurs, or dehumanizing speech
 - Dog whistling; or using coded or suggestive language and/or symbols to promote abuse or hate

Please take note that criticism of public figures, organizations, or topics of public interest may not always be subject to this policy.

It is important to understand that not all unwelcome conduct is automatically classified as harassment. For instance, simply disagreeing with another user may not be deemed as harassment, as it may not reach that level.

2.12 Participation in PLA activities

The terms and conditions outlined in section 2.11 are equally applicable to both members and non-members, regarding their participation in any PLA activity.

If we do not have addresses on record for non-members, we will make a reasonable attempt to reach out to them through their provided email or known social media accounts, if applicable.

2.13 Membership Sanction Informational Reporting

A report of the current number of individuals who have been sanctioned, and the policy(s) involved. Names of specific individuals will not be released. This information will be made available to both the membership and general public.

2.2 Elections

The Board of Directors may vary between a minimum of four and a maximum of eleven members. The officers of the Portland Leather Alliance are members of the Board of Directors. The officers are President, Vice President, Secretary and Treasurer.

All members of the Board of Directors shall be elected by the members of the organization at the general membership meeting in November.

Nominations for the Board of Directors will be made at the October board meeting. Nominations may be made by the individual seeking election, or by someone else. To be eligible to serve on

the Board of Directors an individual must meet criteria as set forth in the Bylaws.

At least two weeks prior to the election, ballots will be provided to all members. Any member who has provided the organization with an email address will receive a ballot via email. On the ballot any nominated candidate may include information about themselves in support of their candidacy if the information is relevant to their qualifications to serve on the Board and if it is provided in writing to the secretary no later than one week following the date of their nomination. The ballot may also include any proposed bylaws changes. Immediately prior to the

membership meeting the Portland Leather Alliance will provide an opportunity for all interested candidates and all interested members to meet personally.

Once the meeting is called to order no ballots will be accepted.

In order to be counted all ballots MUST BE SIGNED BY A CURRENT PORTLAND LEATHER ALLIANCE MEMBER. Ballots may be mailed to the current PLA postal address which will be included on the ballot. The envelopes will remain sealed until the membership meeting commences. Alternatively, ballots may be hand-delivered *personally by the member* prior to the call to order of the November board meeting in which the Board of Directors is elected.

Ballots will be tallied during the membership meeting by the following group: The membership director who will validate that every ballot has been signed by a current PLA member and that only one ballot per member is included; two people appointed by the Board of Directors at the October board meeting to serve as ballot counters.

Once the membership director has validated a ballot, the member's name shall be removed prior to the ballot being counted. Any information received during ballot validation and counting will be confidential.

The results of the election will be announced prior to the adjournment of the membership meeting. **The new Board of Directors will begin its term at the December board meeting.**

2.25 Two Year Term Policy

There are 4 member at large positions, the president and secretary for 2 year terms and they shall be elected in even numbered years.

There are 3 member at large positions, the treasurer and vice president for 2 year terms and they shall be elected in odd number years.

The terms of all board members shall be two years.

Any Board member appointed to fill a vacant seat does so only for the remainder of that term.

2.3 Election of a Director by the Board of Directors

The Board of Directors shall elect a new Board member whenever the number of Directors falls below the number elected at the Annual Meeting. Vacancies shall be filled as soon as practicable, but within two monthly Board meetings. If possible, vacancies in officer positions shall be filled by a sitting Board member prior to electing the new Director.

When the Board plans to elect a new Director, it shall send an email announcement to the membership announcing their plan to elect a new Director at the following Board of Directors meeting. Nominations may be made by the individual seeking election, or by another member. To be eligible to serve on the Board of Directors an individual must meet criteria as set forth in the Bylaws.

All candidates will be given an opportunity to address the Board at the Board meeting or to submit a written summary of their qualifications for the Board of Directors.

The Board of Directors shall consider the candidates' prior involvement with the Portland Leather Alliance, whether the candidates have previously sought a position on the Board, and what qualifications they bring to the organization.

Voting for a Director by the Board of Directors shall be by written ballot. One sitting Board Member, and one PLA member who is neither a current member of the Board nor is running for a Board position shall be chosen by random drawing to count the ballots. The candidate with a majority vote of the Board of Directors shall become the new Board Member.

If no candidate receives a majority vote of the Board of Directors, the top two candidates will be considered with a second secret ballot. If a tie occurs among the top candidates, then all of those candidates will be considered.

If a third ballot is required, the Board may meet in private to discuss the merits of the candidates.

If no candidate receives a majority vote of the Board of Directors at the end of the third ballot, then no new Director will be elected at that meeting.

All ballots shall be retained under the PLA's Document Retention policy.

All vote tallying will remain confidential

2.35 Board Eligibility Appeals

1. All contact for the appeal will be sent to
 - appeals@portandleather.org
 - A third party, appointed by but not on the Board, will collect information from the appellant in order to keep their identity anonymous and remove potential bias.
2. The Board will vote to approve or deny any appeal.
3. Votes will be anonymous.

2.4 Additions and Changes to Policies and Procedures

Any additions or changes to the Policies or Procedures shall not be voted upon at the same Board meeting at which they are first introduced unless the proposal is submitted digitally to the Board and the Community a minimum of 14 days in advance for their consideration.

1. This requirement may be waived if an emergency is declared and is adopted by a two-thirds vote of the Board of Directors attending the initial meeting. Any action adopted under an emergency declaration must either be confirmed or rescinded by a second vote at the next monthly Board meeting.

2. All additions or changes to Policies or Procedures shall go through the Policies & Procedures Committee (PPC) for review and approval before heading to the Board for a vote.
3. Unless needing updates for minor changes such as punctuation and grammar, a policy or procedure change cannot take place within 6 months of a prior addition, update, or change without a majority vote of the Board.
4. All additions or changes to Policies or Procedures must be created in a document showing the current versus proposed policy for clarity.
5. Policies and Procedures must be reviewed no later than 4 years after the date of being added, changed, or reviewed.

2.5 Conflict Of Interest

A. Full Disclosure

Board members and committee members in decision-making roles should make known their connections with groups doing business with the organization as discussion topics come up that could create a conflict of interest.

B. Board Member Abstention From Voting

Board members who have an actual or potential conflict of interest should not vote on matters affecting transactions between the organization and the other group.

C. Elections

Board Nominee's bios should disclose if they have any significant relationships with other nominee's at time of election.

2.6 Membership Information Use Policy

A. Our Commitment to Confidentiality

The confidentiality of PLA Members is important to the Portland Leather Alliance. To help our Members make informed choices in maintaining their confidentiality, we provide this notice explaining our Membership information practices. To make this notice easy to find, we make it accessible as a link on our website and we reference this link wherever personally identifiable information may be requested to conduct official PLA business.

B. Why and What Membership Information is Required

The Portland Leather Alliance is incorporated as an Oregon Nonprofit Corporation. According to the Oregon Revised Statutes, PLA is legally required to maintain a record of its members that includes "the name and address of all members" (ORS 65.771 Section 3)

We also ask for Member information in order to conduct official PLA business (see section 3 below).

C. How We Use Membership Information

All PLA membership information exists solely for the purpose of conducting official PLA business. The PLA asks for Member information to conduct official PLA business, including but not limited to:

- to notify Members of membership expiration dates and renewal information
- to deliver monthly Board Meeting Minutes to our Membership
- to deliver updates on PLA activities and events to our Membership
- to ensure that only current Members may cast votes in PLA elections
- to ensure that only current Members obtain Member discounts when available at official PLA events
- to correctly identify membership renewals submitted by existing Members
- to verify legal age of Members

D Who Uses Membership Information

Membership information is managed by the Membership Director appointed by the PLA Board of Directors from among the current Board Members (PLA Bylaws, Article VIII - B). PLA does not disclose, sell or rent Member information to anyone. Membership information is confidential and will be handled in a manner that is consistent with our Privacy Policy. Software and information access is restricted to PLA Board Members who require the information to fulfill their job function(s) and access to personally identifiable information is limited to only the information required to complete a necessary task for PLA business.

E. Membership Information Options

Because many of our Members prefer the convenience of receiving Board Minutes and PLA event information via electronic means members may opt to provide PLA with their email address in addition to the postal address that is required by Oregon Statutes.

When providing us with contact information, Members should keep in mind the nature of the Portland Leather Alliance and its events and activities. We are a non-profit, 501(c) 3 group dedicated to fostering a safe, sane & consensual environment for alternative adult sexuality with a focus on BDSM, Leather & Fetish lifestyles. The content of our correspondence often reflects this focus. If you do not wish to be contacted because of this content, please let us know via the contact information in section 7 below.

F. Our Commitment to Information Security

While we cannot guarantee that loss, misuse or alteration to information will never occur; we do take precautions to prevent such unfortunate occurrences. All PLA Board Members associated with the processing of personally identifiable information are required to respect the confidentiality of Member information. Software and information access is restricted to PLA Board Members who require the information to fulfill their job function(s) and access to personally identifiable information is limited to only the information required to complete a

necessary task.

G. How to Contact Us

The PLA Membership Director can be reached by email at: membership@portlandleather.org.

The PLA Webperson can be reached by email at: webperson@portlandleather.org

The PLA Board of Directors can be reached by our postal address:

Portland Leather Alliance
4110 SE Hawthorne #611
Portland, OR, 97214

2.8 Political Activity Section

The PLA will not urge their members to support or oppose any legislation.

The PLA will not financially support or endorse or oppose any political candidates verbally or in writing. This applies to all candidates at every level — local, state and federal.

All section 501(c)(3) organizations are prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate running for public office. The prohibition applies to all campaigns (federal, state and local level). Political campaign intervention includes any and all activities that favor or oppose one or more candidates for public office.

Contributions to political campaign funds or public statements of position (verbal or written) made by or on behalf of an organization in favor of, or in opposition to, any candidate for public office clearly violates the prohibition on political campaign intervention.

Section 501(c)(3) organizations may engage in some activities to promote voter registration, encourage voter participation, and provide voter education, but they can't engage in activities that favor or oppose any candidate for public office.

The political campaign intervention prohibition is not intended to restrict free expression on political matters by leaders of organizations speaking for themselves as individuals, leaders cannot make partisan comments in official organization publications or at official functions of the organization.

For specific information - <https://www.irs.gov/charities-non-profits/charitable-organizations/political-and-lobbying-activities-organizations/political-and-lobbying-activities>

2.9 Document Retention and Destruction

I. PURPOSE

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by Portland Leather Alliance in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The

policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the operations of Portland Leather Alliance by promoting efficiency and freeing up valuable storage space.

II. DOCUMENT RETENTION

A. Prohibited Behavior. No officer, director, or volunteer of Portland Leather Alliance shall knowingly destroy a document with the intent to obstruct or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any state or its subdivisions.

B. Discipline. Any person described in Paragraph A of this policy found to have knowingly violated Paragraph A shall be subject to appropriate disciplinary action up to and including discharge according to the findings of the complaint investigation.

C. Retention of Documents. Portland Leather Alliance follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

III. DOCUMENTS

TYPE OF DOCUMENT	MINIMUM	REQUIREMENT
Accounts payable ledgers and schedules		7 years
Applications		3 years
Audit Reports		Permanently
Bank Reconciliations		3 years
Bank Statements		3 years
Checks (for important payments and purchases)		Permanently
Contracts, mortgages, notes and leases (expired)		7 years
Contracts (still in effect)		Permanently
Correspondence (general)		2 years
Correspondence (legal and important matters)		Permanently
Correspondence (with customers and vendors)		2 years
Deeds, mortgages, and bills of sale		Permanently
Depreciate Schedules		Permanently
Duplicate deposit slips		2 years
Election Ballots		3 years
Event-specific liability waivers		3 years
Year-End Financial Statements		Permanently
Insurance Policies (expired)		3 years
Insurance records, current accident reports, claims, policies, etc		Permanently
Internal audit reports		3 years
IRS application materials and exemption letter		Permanently
Minute books, bylaws, Articles of Incorporation, and Amendments		Permanently

Patents and related Papers		Permanently
Restricted donations and endowments		Permanently
Tax returns and worksheets		Permanently
Trademark registrations and copyrights		Permanently

IV. ELECTRONIC DOCUMENTS AND RECORDS

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time.

V. DOCUMENT DESTRUCTION

The Secretary of Portland Leather Alliance is responsible for overseeing the ongoing process of identifying its records which have met the required retention period and overseeing their destruction. Documents containing confidential information should be destroyed by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

3 - FINANCIAL POLICIES

3.1 Financial Control Policies

I. Approval of plans and commitments before they are implemented

The Board of Directors will adopt an annual budget for each fiscal year to direct how funds are spent. Board approval is necessary in order to spend any funds or make any financial commitments that have not already been approved within the adopted budget. Committee chairs for events expected to earn revenue over \$5000 or incur expenses over \$5000 will provide the Board of Directors with a detailed budget within the income and expenses approved for that event in the annual budget.

II. Executive Committee

The Board of Directors will annually appoint an Executive Committee to ensure the preparation of an annual budget, the handling and distribution of funds, and the preparation and presentation of regular financial statements to the Board of Directors, in addition to all other duties provided for in the bylaws. The Executive Committee will consist of the President, the Treasurer, and one additional Board member who will be elected by the Board of Directors, as provided for in Article IV, Section I. A proposed budget will be presented to the Board at the January board meeting.

All three members of the committee will be authorized signers of checks for the organization's bank accounts and will have access to all online banking.

III. Financial reports

The Executive Committee is responsible for overseeing accurate and timely financial reports, and the filing of all statutory and regulatory reports. The Executive Committee is responsible for reviewing the financial statements, including the balance sheet and a comparison of actual financial activity to the adopted budget.

IV. Bank accounts

The Executive Committee will review all of the PLA's banking relationships and investments on an annual basis and make a recommendation to the Board of Directors.

V. Deposits

All income to the PLA will be properly received, deposited, recorded, and reconciled in a timely fashion.

VI. Purchasing

Purchases made on behalf of the organization are to be made with due care. The individual making the purchasing decision must be independent from the vendor. Independence is defined as not being an immediate relative, having a primary relationship or sharing a residence. In the case where the individual is not independent from the vendor another board member who is independent must approve the purchase or reimbursement.

Three competitive bids/pricing must be obtained for expenditures exceeding \$500. Waivers of the bid policy, such as in the case of sole sourcing, must be approved by the executive committee.

VII. Disbursements

Disbursements shall be made only for authorized expenditures pursuant to Paragraph 1. All expenditures must be approved by the President or designated representative. No checks will be made out to Cash. Any check that is written to a Board member requires two Board member approvals, excluding the Board member receiving the check.

VIII. Reconciliation of banking statements

A designated individual who is not part of the Executive Committee will be responsible for reviewing and reconciling the bank statement each month. This person will be approved by the Board of Directors.

IX. Cash Box

The Treasurer will maintain a cash box for use at events where cash is exchanged. The Treasurer or a Board member will be responsible for safeguarding the cash box.

Immediately following the use of the cash box, there will be a reconciliation of the cash and the Cash Daily Sheet and the cash will be deposited in a timely manner, within 2 weeks of the event at which cash was collected. If there is any conflict with any previously written PLA policies, then this Policy controls.

3.2 Credit Card/Purchase Card Policies and Procedures

Purpose: To allow board members access to efficient and expedited means of payment for approved expenses.

Policies:

1. Credit cards will be issued to up to 2 Board members with approval of the Board of Directors.
2. Credit cards will be controlled and issued only to directors having a compelling need or, following a Board vote, to volunteers as needed for completion of their job duties.
3. Credit cards will only be used for official purposes directly related to the needs of the Portland Leather Alliance (hereafter PLA).
4. The following purchases are not allowed:
 - a. Personal purchases;
 - b. Cash advances or loans;
 - c. Purchases for organizations/individuals who are not directly affiliated with the PLA;
 - d. Alcoholic beverages;
 - e. Personal entertainment expenses;
 - f. Motor vehicle fuel for personal automobiles;
 - g. Purchases of any items from a business owned or operated by the cardholder or any other person affiliated with the PLA unless formally pre-approved by the board of directors in a manner consistent with Oregon law and Internal Revenue Code rules related to private benefit transactions;
 - h. Any items inconsistent with the mission or values of the PLA;
 - i. Aggregate monthly purchases shall not exceed \$1000 without direct permission from the Executive Committee.
5. Cardholders are required to sign an agreement indicating they accept these terms. Individuals who violate these policies and procedures risk revocation of their credit card privileges, legal and/or disciplinary action.

Procedures:

1. Credit cards may be requested formally to the Board of Directors for approval.
2. The Treasurer will maintain a log of all cardholders.
3. The cardholder will keep original receipts for all purchases and one copy of all purchase requests.

4. Within five days after the end of the billing cycle, the cardholder will prepare an expense detail form and attach original receipts and all purchase request forms. The expense detail form will summarize all purchases by describing the items, purpose, date, and event, and will be signed by the cardholder. The expense detail form and supporting documentation will be submitted to the Board President or his/her designee for review and approval. The President will carefully review each purchase to ensure it is necessary, reasonable and the best value for the organization. The President will forward the reimbursement request and supporting documentation to the Treasurer within five days of receipt of statement in order that bank fees and late payment charges are not assessed. The Treasurer will reconcile the expense detail form to the credit card billing statement and follow-up on any inconsistencies. The Treasurer will make final approval for payment and ensure that the bill is timely paid in order to avoid bank charges or late fees. An annual internal audit will be conducted on all credit card accounts by an independent representative of the board of directors. The findings of the audit will be reported to the board of directors.

5. The director should notify the issuing bank and the President and the Treasurer in the event a card is lost or stolen

3.3 Restricted Funds

A restricted fund is a donation which can be used only for specific purposes, by donor request. Each donation must include a written donor statement as to how these funds are to be used.

Restricted funds provide reassurance to donors that their contributions are used in a manner that they have chosen. Accounting must be listed separately and per IRS guidelines.

3.4 Insurance

The PLA is required to keep in place the minimum recommended coverage for non-profits. This includes Directors & Officers (D&O) liability and crime coverage at a minimum.

This is in addition to any event specific insurance, rental insurance, and any other insurance required for operation.

The Treasurer is responsible for obtaining and maintaining all insurance policies, as outlined in the Treasurer's job description.

Coverage and limits will be reviewed biannually.

4 - PERSONNEL POLICIES

4.1 Nondiscrimination

The PLA has a policy and commitment to not discriminate against individuals based on their race, national origin, color, sex, gender identity, sexual orientation, age, religion, physical or mental disability, military status, marital status, family status, or mode of sexual expression (between consenting adults).

Additionally, the PLA believes in equal employment opportunity and does not discriminate in any aspect of employment based on the aforementioned characteristics or any other prohibited by law.

If an employee, board member, volunteer, organization member, or event attendee believes they have been discriminated against, they should report it to the Board President promptly.

The PLA also prohibits harassment or intimidation towards individuals based on the aforementioned characteristics. This includes abusive, foul, or threatening language or behavior. The organization is committed to maintaining a workplace free of such harassment and will take prompt action if such issues arise. If discriminatory treatment, harassment, or intimidation occurs, it should be reported immediately to the PLA Board President or immediate supervisor.

4.2 Sexual Harassment

We are an organization that believes in Ongoing and Enthusiastic Consent. Actions with such consent are specifically excluded from this policy.

One type of prohibited harassment is sexual harassment. It can consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's membership or volunteer status,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual, or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Such prohibited conduct includes conditioning any term of membership or volunteerism on the provision of sexual favors.

Sexual harassment may be difficult to recognize in certain circumstances. Although the following examples of specific behaviors may not necessarily constitute sexual harassment.

- Continuing to ask a person on a date when that person has indicated that he or she is not interested;
- Touching a sexual part of any person's body;
- Touching any part of a person's body after he or she has indicated or let it be known that contact is unwelcome;

- Writing, displaying or transmitting sexually suggestive written materials, pictures, or objects;
- Referring to or calling a person a sexually suggestive name; and
- Telling sexual jokes or using sexually vulgar or explicit language.

This is not an exclusive list of prohibited behaviors, but is intended as examples of conduct that violate this policy.

Procedures for Reporting Harassment

If you believe that any PLA Board Member has subjected you, another member, or party attendee to harassment, you should promptly report the situation to the President (president@portandleather.org) or Secretary (secretary@portandleather.org) of the Board. If your complaint is about one of these members, please proceed to approach the Vice President (vicepresident@portandleather.org) to voice your complaint.

4.3 Whistleblower & Non-Retaliation

I. GENERAL

Portland Leather Alliance requires directors, officers, members, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of Portland Leather Alliance, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

In addition to the requirements of this policy, all representatives are encouraged to call attention to, in a positive and non-confrontational manner, practices or specific actions which do not reflect the high ethical standards of Portland Leather Alliance.

II. REPORTING RESPONSIBILITY

It is the responsibility of all directors, officers, members, and volunteers to comply with and to report violations or suspected violations of any organization, local, state or federal laws or regulations.

III. NO RETALIATION

No director, officer, volunteer, member, or contractor who in good faith reports a violation or suspected violation of any organization, local, state or federal laws or regulations shall suffer harassment, retaliation or other adverse consequence. A member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination. This Whistleblower Policy is intended to encourage and enable members and others to raise serious concerns within Portland Leather Alliance prior to seeking resolution outside of Portland Leather Alliance.

Retaliation includes any harmful action, interference with the lawful employment or livelihood, discharge, demotion, suspension, any manner of discrimination with regard to promotion, compensation or other terms, conditions or privileges.

IV. REPORTING VIOLATIONS

Director, officers, members, and volunteer should share their questions, concern, suggestions or complaints with someone who can address them properly. Therefore, reports of violations or suspected violations of any organization, local, state or federal laws or regulations should be made to the most appropriate person within Portland Leather Alliance's organizational hierarchy including the Board of Directors.

Additional reports to that person or any other person should generally not be made unless the reporter reasonably believes that the process for investigation and response provided in Section V is not being followed.

A sample list of appropriate persons to report to is provided below. When in doubt, reports should be made to the President of the Board of Directors.

- The reporting member or volunteer's Lead, Coordinator, or other supervisor.
- The Director or Coordinator in charge of the area in which the violation has occurred or is suspected.
- The Director or Coordinator of the members or volunteers or the Treasurer (if the matter relates to accounting or finance issues) or other similar Administrator.
- Any Director or Coordinator.
- Any Executive member of the Board of Directors.
- Any member of the Board of Directors.
- An appropriate regulatory body such as the IRS or the Department of Justice.

V. HANDLING OF THE REPORTED VIOLATIONS

All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. The following process will be used:

- The person to whom the report is made will immediately contact the Board President.
- If it is not appropriate to contact the President due to their involvement in the violation and is therefore not likely able to handle the investigation objectively, the remaining impartial Officers of the Board will be notified and will proceed with this process in place of the Board President.
- The Board President will notify the reporter and acknowledge receipt of the report within 5 business days if possible.
- The Board President will convene a meeting of the Board of Directors to determine the proper course of investigation. The Board may delegate the investigation to an appropriate standing or ad hoc committee including an audit or finance committee.
- Within 30 days of the report, the Board or the delegated committee will complete its investigation and decide on appropriate corrective action if warranted by the investigation. Additional time may be needed in some cases.
- The Board will inform the reporter of the results of the investigation and any corrective action that has been or will be taken.

VI. ACTING IN GOOD FAITH

Any good faith report, concern or complaint is fully protected by this policy, even if the report, question or concern is, after investigation, not substantiated. Anyone filing a complaint

concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of organization, local, state or federal law or regulation.

The act of making allegations that prove to be unsubstantiated and that prove to have been made maliciously, recklessly, or with the knowledge that the allegations are false, will be viewed as a serious disciplinary offence and may result in discipline, up to and including dismissal from the volunteer position or termination of Board term. Such conduct may also give rise to other actions, including civil lawsuits.

VII. CONFIDENTIALITY

Upon the request of the complainant, Portland Leather Alliance will use its best effort to protect the confidentiality of the complainant for any good faith report. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

4.4 Board Member Education

It is the policy of the Portland Leather Alliance to encourage and support Board members' efforts to remain knowledgeable about their roles and the issues facing the organization.

6. Each new Board member will complete a Board training through the Nonprofit Association of Oregon (NAO) or similar within 6 months of joining the Board such as the Board Bright: Governance Roles & Responsibilities class through the NAO or equivalent.
7. Each Board member will participate in a full-day class (6-8 hours) or Board Retreat as well as a 2-hour class during every year that the director is serving on the PLA Board.
8. Information, decisions, and recommendations for classes will be obtained by the Board Development Committee and will be shared amongst all Board members.
9. No Board member will be expected to pay for classes or for transportation and all expenses relating to a Director's participation must be pre-approved by the Board.
10. Following attendance at any class paid for by the PLA, it is expected that the Board member share the knowledge he/she gained with the rest of the Board as soon as is practical.
11. Failure to comply with these requirements can and may result in loss of the Board position.

4.5 Board Members Code of Conduct

By accepting a PLA Board Member position, you agree to abide by the following Code of Conduct for the duration of your term of Board Service.

1. As PLA Board Members, you are considered to represent the Portland Leather Alliance in all interactions with the Kink community.
2. Board communication must remain civil, respectful, and tolerant. All differences of opinion must be settled with polite, calm negotiation or agreement to disagree and move on. Personal attacks, insults, threats, derogatory terms, bullying tactics, outing of Board Members (on-line or in person), are all strictly forbidden. Sharing internal board communications is forbidden unless approved by a majority of the Board.
3. In your role as a Board Member, it is essential for you to provide support to your fellow Board Members when engaging with the community or the general public. Being supportive isn't limited to agreement. If any disagreements arise among Board Members, it is encouraged to address them through internal communication channels, whenever feasible.
4. Racial slurs, disparaging language (insulting, disrespectful, or intending to belittle, i.e., nerd, numbskull, bitch, etc.), references to {gender or sexual orientation, race, ethnicity, age, physical appearance, mental health}, aggressive or violent threats, personal attacks, real identity names, sharing of internal Board communications, are all strictly forbidden. *Caveat - actions between consenting adults in a mutually agreed to setting are exempt from the restrictions of this section.*
5. Social Media posts that represent the PLA must follow current policy. An exception is made for generic, publicly posted information.
6. All Board Members are prohibited from creating any online presence that represents the PLA or conducts any business related to the PLA, unless ownership of that presence is granted to the PLA and/or prior approval is obtained from the Board.

Violation of any part of the above Code of Conduct may and can result in termination of Board Member position and PLA membership.

5 - EVENT POLICIES

5.1 Events

The organizes events to offer

- a) educational opportunities,
- b) a secure environment for attendees to practice the skills they have acquired, and
- c) to enhance the relationship with the local community.

To achieve this objective, we will host or co-host or sponsor at least one event of each category (Education, Skills Practice, Community Connection) per quarter.

All PLA hosted events will follow the General Events Rules, as a minimum. Each event may add additional rules specific for that event.

5.2 KinkFest Committee Policies

All decisions made by the KinkFest Core Team must abide by or follow the PLA bylaws or guidelines previously established, and any decision reached by vote of the KinkFest Core Team must be upheld by the KinkFest Director. The KinkFest Director shall have no unilateral power

to overrule decisions made by the Core Team. In case of a difference of opinion between the Core team and the Director - the Board will by a majority vote make the decision.

Committee Membership Requirements

From this date forward the position of KinkFest Director shall be filled by appointment of the Board and must have a majority vote of the Board. Further, any future KinkFest Core Team must include at least two sitting PLA Board members. The President of the PLA shall also be a member of the KinkFest Core Team.

6 - TECHNOLOGY POLICIES

6.1 Email and Internet Use

Email is to be used for PLA business only. Confidential PLA and member information must not be shared outside of the PLA, without authorization, at any time. You also are not to conduct personal business using a PLA owned devices or email.

All emails are required to use a signature clearly stating your name and position with the PLA. Emails to a specific individual should be responded to by that individual within 48 hours.

Keep in mind that the PLA owns any communication sent via email or that is stored on PLA equipment - as such it is subject to our policies.

Authorized individuals have the right to access any material in your email or PLA owned devices at any time. Please do not consider your electronic communication, storage, or access to be private if it is created or stored on PLA devices.

6.2 Software

Software needed on PLA owned equipment must be authorized by Technology Concierge Committee and installed by the IT contractor. If there is need access to software or websites not currently available on the equipment, consult with the IT contractor to explain what returns are expected to receive from the product.

If there is an immediate and urgent need, one of the PLA Officers may authorize the request.

7 - FACILITIES/EQUIPMENT POLICIES

7.1 Safety

A) Facilities-

- Each event have to have Dungeon protocols.
- Ensure venue has current safety procedures required for that type of location
- Safety Plan of action: emergency equipment, evacuation plans, emergency contacts,

- Attend required site-visit inspections by the landlord or relevant government agencies to ensure the venue meets all safety standards.

B) Equipment -

- Each item will be labeled and inventoried.
- Maintain and update safety documentation for each piece of equipment, including but not limited to: weight ratings, dynamic load, age of item, required movers. This documentation should be reviewed annually.

7.2 Maintenance

The Equipment Manager will hold quarterly maintenance work parties for the care and repair of existing equipment and building of new pieces.

The 8-10 people needed for these work parties will be recruited as volunteers from PLA members, in accordance with any insurance requirements.

Maintenance log will be maintained for each item

7.3 Equipment Lending Policy

1. Requests shall be made to the head of the Equipment Committee with as much advance notice as possible.
2. The head of the Equipment Committee will make decisions on an individual basis.
3. The PLA has the right to refuse the loaning of equipment to any group or individual.
4. Groups will provide their own transportation and people to handle the equipment.
5. The head of the Equipment Committee will assign a PLA member to open the storage unit, check the equipment out, fill out the contract with information necessary, and check condition of equipment when it is returned
6. An agreement will be signed establishing terms, i.e., pick up date, return date, equipment descriptions and etc.
7. The PLA will not be responsible for damage or injury, and a liability waiver will be included in the agreement.
8. A deposit of 25% of the replacement cost, with a minimum of \$ 200 will be received at the signing of the agreement.
9. The Equipment Committee will determine the fee (usually 10% of the cost of the equipment) to be charged for use of the equipment. In addition, if a for-profit organization is renting the equipment, a 10% surcharge may be added to help offset any taxes.

10. If equipment is damaged the Equipment Committee will determine the charge for repairing or replacing the damaged equipment.

11. The needs of the PLA shall take precedence over the needs of those wishing to borrow the equipment.

12. The name of the PLA will not be used in advertising or acknowledged in programs, etc. without permission from the PLA.

13. The Board of Directors may overrule the Head of the Equipment Committee, and they may make decisions in absence of the Head of the Equipment Committee.

14. The treasurer shall keep track of any income that might be considered Unrelated Business Income.

8 - VOLUNTEER POLICIES

8.1 Standing Committees

The Board will have, at a minimum, the following Advisory Committees:

- Board Development & DEI
- Policy & Procedures
- Public Relations & Outreach
- Special Events
- Technology Concierge
- Workshop & Education

Additional Committees may be formed by the Board President. Committee Chairs are appointed by the Board President and may recruit any eligible volunteers. Committees shall refer proposals for action to the Board for approval, in accordance with current policy.

8.2 Waivers

Every volunteer, regardless of their specific role, is required to sign a waiver that is suitable for their position. This encompasses volunteers participating in events, workshops, non-Board member Committee members, work parties, permanent dungeon crew, and other volunteers not explicitly mentioned.

8.3 Volunteer Recruitment and Supervision

Members of the Board and standing committees are encouraged to recruit volunteers from the community to fill open roles, as needed. To prevent conflicts or the appearance of favoritism:

1. If a pre-existing relationship exists (i.e., family, partner, dom/sub, etc.), the recruiting member cannot supervise or work under the volunteer in the same year recruited. If not possible, the volunteer should work on a separate committee or team from the recruiting member.
2. Following the first year, the Volunteer Director will decide based on merit whether the recruiting member and volunteer may work together in another capacity.
3. Returning volunteers may be exempt from policy 8.3(1) at the discretion of the Director, team lead, or Board.

8.4 Communications

1. For the preservation of privacy and the comfort of all participants, the exchange of sensitive photos, including screenshots of private messages, for any PLA or KinkFest activities is strictly prohibited. The PLA emphasizes clear communication through descriptive language to convey intentions and concepts. In cases where visual representation is necessary, a decision to view such materials will be made collectively by the relevant team members, ensuring that our commitment to respect and professionalism is upheld at all times.
2. In addressing any issues, the use of legal rhetoric or discussion of legal matters is prohibited. Engaging in law-related conversations can escalate tensions and hinder effective communication. The PLA encourages open dialogue, understanding, and a cooperative approach to conflict resolution, ensuring that our events remain safe, inclusive, and conducive to learning.

8.5 Incident Resolution

Should an interpersonal situation arise that surpasses our team's skill set or responsibilities, the involved parties must:

1. Fill out an incident report and
2. Take a step back from volunteering until a resolution or agreement is found.
3. The agreement process should include a mutual agreement within the team or committee and obtain the endorsement of at least two other team leads, Directors, or Volunteer Services team members (if relating to an event such as KinkFest).
 - a. After filing a report, the volunteer(s) may select an advocate to represent them.
 - b. The Volunteer Director(s), or Volunteer Services team if related to an event, will respond to all reports. The Volunteer Services team will elevate to the Board or an agreed upon outside agency, such as the NCSF, for any issues they are unable to resolve with the resources available to them.
 - c. All reports will be given to the Consent and Survivorship Resource (CSR) Committee

for review, to be completed no later than 60 days after the end of the event the volunteers were working or recruited to work on if no longer on the event team.

- d. The CSR will provide a report to the Board on the issue resolution following completion of review required in policy 8.4 3(c).

9 - CHARITABLE DONATION POLICIES

9.1 Substantiation

A donor can deduct a charitable contribution of \$250 or more only if the donor has a written acknowledgment from the charitable organization.

The donor is responsible for requesting and obtaining the written acknowledgement.

A donor cannot claim a deduction for any contribution of cash, a check or other monetary gift, unless the donor maintains a written record of the contribution.

Quid Pro Quo Contributions

The PLA must provide a written disclosure statement to any donor of a quid pro quo contribution over \$75 within 90 days.

9.2 Gift Acceptance

The PLA actively solicits gifts and grants to further the mission of the organization, and If there is the potential for controversy if certain gifts are accepted, the organization has adopted the following

Gift Acceptance Policy:

When considering whether to solicit or accept gifts, the organization will consider the following factors:

Values—whether the acceptance of the gift compromises any of the core values of the PLA

Compatibility—Whether there is compatibility between the intent of the donor and the organization's use of the gift.

Public Relationships—whether acceptance of the gift damage the reputation of the PLA

Primary Benefit—whether the primary benefit is to the PLA, versus the donor.

Consistency—is acceptance of the gift consistent with prior practice?

Form of Gift—Is the gift offered in a form that the PLA can use without incurring substantial expense or difficulty?

Effect on Future Giving—Will the gift encourage or discourage future gifts?

All decisions to solicit and/or accept potentially controversial gifts will be made by the Executive Committee of the Board, in consultation with the Board. The primary consideration will be the

impact of the gift on the organization.

PROCEDURES

Policies is What we do - Procedures is How we do things.

3.2 PLA CREDIT CARD TERMS AND USE AGREEMENT

I have received an organizational credit card from the Portland Leather Alliance (hereafter PLA).

I have received a copy of the Agreement and the Policies/Procedures; I have read and I understand the terms and conditions. I understand that by using this card, I will be liable for all unauthorized or improper charges made on this card. I agree to comply with the terms and conditions of this agreement.

I understand that the card is to be used for only necessary and legitimate purposes of the PLA. I understand that the card is not to be used for personal purchases, cash advances, loans, or purchases for any third party not directly affiliated with the PLA. Improper use of this card may result in legal action.

I accept responsibility for the protection and proper use of the card. I will immediately notify the PLA President and Treasurer and the issuing bank in the event the card is lost or stolen. I will return the card to the PLA when requested or upon termination of my affiliation with the PLA.

I understand that if the card is used for personal or improper purchases, the PLA will be entitled to reimbursement from me of such purchases. I also understand that the PLA may pursue legal action, refer to a regulatory or law enforcement agency for investigation or, recover the cost of such purchases, together with costs of collection and attorney fees for personal or improper purchases.

Signature _____ Date _____
(Cardholder)

Signature _____ Date _____
(PLA President)

5.1 - GENERAL EVENT RULES

- You must be 18 or older for entry.
- Be patient and courteous with volunteers and venue staff.
- Enthusiastic Consent is the foundation of BDSM activities.
- You should have informed, continuous, and enthusiastic consent between all players before engaging in play.
- Past consent does not indicate future consent.
- Negotiate in advance of playing and be prepared to not play if you're not compatible.
- You are not obligated to participate in any activity and you may leave a space/workshop at any time for any reason.
- Do not follow or repeatedly ask someone to play. If someone declines to talk or play, do not engage with that person again at the event. Accept no graciously and without resentment.
- Do not touch people, toys, or personal items without explicit permission.
- Respect the privacy of others.
- Do not repeat names, behavior, appearance, or other details that could lead to a person being identified.
- Ask for permission before repeating identifying information.
- Do not share confidential information such as addresses, account information, phone numbers, or email.
- You will see a wide variety of bodies, sexualities, and play. Do not shame others for these reasons. It's your responsibility to remove yourself if you don't enjoy seeing any particular play.
- There are many different types of people at our events.
- Please be thoughtful when interacting with your fellow attendees and do not make assumptions about gender, roles, power dynamics or relationships.
- Treat all attendees equally.
- Do not interact with others from an assumed power dynamic position.
- Anyone exhibiting disruptive behavior may be removed without warning or refund.
- Prostitution, solicitation or negotiation for BDSM/kink/sexual services for consideration is not allowed.
- Legal and publicly appropriate clothing and behavior (vanilla) is required outside of the event areas.

Attendees experiencing a disability may request a Reasonable Accommodation (RA).

By attending the event, you are agreeing to the following:

If you see me doing or saying anything unsafe or hurtful, approaching an unsafe condition, or slipping into automatic behavior or implicit bias, please let me know. I agree to do the same for you. I will accept your intervention as an act of caring about my health, safety, and awareness and agree to intervene for the same reason. I will give and receive feedback with trust and respect, so we can mutually benefit.

We invite everyone to learn and learning means that occasionally overstepping, misspeaking, or falling into old habits can happen. This is why receiving feedback is important. No reason to

dwel or worry. Just acknowledge, correct, and move on. Basically think of it as hearing yellow in a scene. It's a learning experience and how you react is what's important. Getting defensive and/or making excuses is not appropriate in this community.

ACTIONS THAT MAY RESULT IN IMMEDIATE REMOVAL FROM THE EVENT AND/OR ATTENDANCE AT FUTURE EVENTS

- Harassment, bullying, microaggressions, intimidation, and/or insinuations that are hurtful or interfere with any other attendee's experience or participation are unacceptable behaviors.

Examples of unacceptable behavior include but are not limited to the following:

- Racism, sexism, bigotry, and trolling or toxic behavior.
- Promotion, encouragement or facilitation of discrimination, harassment or violence based on ethnicity, race, gender identity, gender expression, sexual orientation, kinks and sexual expression, age, disability, body size, religion or nationality.
- Direct threats of harm (i.e. "I will..." or "I hope you..."), stalking, unwelcome sexual attention, unsolicited sharing of pornographic images, deadnaming or purposeful misgendering.

7.3 - EQUIPMENT LENDING FORM

Portland Leather Alliance Equipment Loan Form					
Borrowers Name			Phone number		
Fet Name			Email:		
Equipment being checked out					
Quantity	Equipment	Serial Number	Borrower's Initials	Condition when checked out <small>(good, fair, poor)</small>	Condition when returned (good, fair, poor)
Pickup Date:			Return Date:		

I understand it is my responsibility to:
(please initial by each item)

Return Equipment on time.	I hereby acknowledge that I am accepting responsibility for the items above including, but not limited to theft, damage, or loss, and agree to replace the items with new ones of equivalent quality and value should any of the foregoing events occur. I certify that the items will not be used for private business purposes or for monetary gain other than for charitable purposes. I hereby acknowledge receipt of the items described above and agree to return the items in the same condition as I received them by the anticipated return date noted above.
Return Equipment clean and in same condition as borrowed.	
Replace lost or damaged equipment.	
Accept the agreed upon rental fee.	

Signature:	Date:
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8.1 Standing Committees

All current Committees and the respective Chair will be listed on both the PLA Website and on Fetlife.

Committee Chair is responsible for

- Coordinating their Committee and meetings - whether in person or remotely
- Set meeting schedule - no less than once monthly
- Recruit Committee members as needed
- Keep minutes of all Committee Meetings, including digital storage as directed by policy
- Attend Board meetings and reporting to the Board on Committee activities
- Submit proposals to the Board for approval

Committee Chair information will be updated in PLA Procedures as needed.

The following are listed in alphabetical order -

8.1a Board Development & DEI Committee

Size: 3-5

Eligible: Board or PLA Members

Chair: Vos

Scope & Duties: Create and maintain a pre-approved list of trainings for Board members, create and maintain a calendar of Development trainings, locate appropriate trainings on request.

Provide resources to address DEI needs of both the Board and the PLA as an organization.

8.1b Policy & Procedures Committee

Size: 5-7

Eligible: Board and/or PLA Members

Chair: Cheeki

Scope & Duties: Review policies and procedures on an ongoing basis. Propose revisions and changes to the Board for approval. Update policy & Procedure documents based on Board decisions.

8.1c Public Relations & Outreach Committee

Size: 5-7

Eligible: Board and/or PLA Members

Chair: Yeti

Scope & Duties: Inform Membership and Public about all PLA Events including Social Media postings, PLA Account (Fetlife, Facebook, etc).

8.1d Special Events Committee

Size: 5-11

Eligible: Board, PLA Members, and/or Community, including at least one Volunteer Coordinator

Chair: Maeve

Volunteer Coordinator(s): Reizan & Isa

Scope & Duties: Plan and schedule various events throughout the year. Maintain list of annual events. Due to the nature of this committee, non-PLA Members are welcome to be involved.

8.1e **Workshop & Education Committee**

Size: 5-7

Eligible: Board and/or PLA Members

Chair: MizTee

Scope & Duties: Plan and schedule classes, trainings, skill shares, etc offered to PLA membership and/or general public.

8.1f **Technology Concierge Committee**

Size: 3-5

Eligible: Restricted to Board only, including at least one Board Officer

Chair: Ward

Officer: Roilie

Scope & Duties: Create and maintain Technology/IT documentation, Tech assistance for Board, Zoom Attendant, Discord Admin/Owner, PLA Calendar.

NOTE: This Committee complements the IT services provided by outside contractors but operates separately.

8.1g **Special Committees**

Upon creation - Board will designate the following information:

Name, Size, Eligible Participants, Chair, and Scope & Duties, Duration (Temporary/Permanent)

Special Committee will be added to Procedures as the next inline designation.