

Oklahoma Romance Writers Guild By-Laws



Amended September 2025

· The name of the organization is Oklahoma Romance Writers Guild, Inc. and will be herein referred to as “OKRWG” or “The Organization”. The organization is organized in accordance with the Oklahoma Statutes, Title 18, Corporations, as amended. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support (or oppose) a candidate for public office. The purpose of the organization is the following:

· **MISSION:** Oklahoma Romance Writers Guild is a not for profit organization of writers dedicated to promoting higher standards for the written word. We seek to coordinate and encourage professional writing, specifically pertaining to writing the romance genre, romance sub-genres, and romantic subplots.

The organization is organized exclusively for purposes pursuant to section 501(c)(3) of the Internal Revenue Code.

Oklahoma Romance Writers Guild, Inc. is a 501(c)(3) charitable organization.

USA EIN: 85-3382166

Donors can deduct contributions under IRC 170.

· **OBJECTIVE:** Oklahoma Romance Writers Guild operates under the concept that serious writers, especially those seeking publication, need the association of other writers with similar goals in order to improve their creative skills. With this foremost in mind, it is our objective to provide advice, support and technical assistance in all genres of prose and in poetry for writers of romance, romance sub-genres, and romantic subplots. We do this through informal group reading

and critiquing. We also strive to maintain an optimum level of industry awareness through the sharing of information on agents, publishers, workshops, seminars, changes and trends in the field of creative writing.

ARTICLE I: MEETINGS

Section 1. **Annual Meeting.** An annual meeting shall be held once each calendar year for the purpose of electing directors whose term has come up for election or for electing new board members to fill vacancies on the board.

Section 2. **Monthly Meeting.** A monthly meeting shall be held once each month for the purpose of updating the membership on the decisions and activities of the board and to hold the monthly workshop or write-in.

Section 3. **Special Meetings.** Special meetings may be requested by the President or the Board of Directors. A special meeting of members is not required to be held at a geographic location if the meeting is held by means of internet or other electronic communications technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

Section 4. **Notice.** Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be emailed to all directors of record at the email address shown in the membership database, at least 10 days prior to the meeting, or 20 days if a merger vote is to be taken. Such notice shall be deemed effective when emailed with a time/date stamp.

Section 5. **Place of Meeting.** Meetings shall be held virtually and/or in person at a physical location designated by the board of directors and president. A director participating in a meeting by either of these means shall be deemed to be present in person at the meeting.

Section 6. **Quorum.** A majority of the directors shall constitute a quorum at a meeting. In the absence of a quorum, a majority of the directors may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation of less than a quorum.

Section 7. **Informal Action.** Any action required to be taken, or which may be taken, at a meeting, may be taken without a meeting and without prior notice if a consent in writing(including email), setting forth the action so taken, is signed by the directors with respect to the subject matter of the vote.

ARTICLE II: MEMBERSHIP

Individual membership in OKRWG shall consist of those individuals who completed and submitted the membership form, have been accepted as members, and are in good standing with the group. While the public is welcome to attend meetings, only members are able to join in for member only programs. Visitors will be asked to make a commitment and officially become members when they express interest in additional programs outside our monthly meetings.

ARTICLE III: DIRECTORS

Section 1. **Number of Directors.** OKRWG shall be managed by a Board of Directors consisting of 5 to 9 directors.

Section 2. **Election and Term of Office.** The directors shall be elected at the annual meeting. Each director shall serve a term of 5 years, or until a successor has been elected and qualified. Members considered for the OKRWG board shall have no less than 1 year of membership with the organization, must meet the specifications set forth by the board, and must be able to commit to the 5 year term. Board members are interchangeable with Officers until such time as the Board determines that a separate slate of officers is needed to handle the day-to-day business of OKRWG at which time the Board of Directors and Officers shall make up the Executive Committee.

Section 3. **Quorum.** A majority of directors shall constitute a quorum.

Section 4. **Adverse Interest.** In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. **Regular Meeting.** The Board of Directors shall meet immediately after the election for the purpose of instating its new officers, appointing new committee chairpersons, and for transacting such other business as may be deemed appropriate. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. **Special Meeting.** Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing 5 days written notice by email, effective when sent. Minutes of the meeting shall be emailed to the Board of Directors within 2 weeks after the meeting. A special meeting can be held virtually and/or in person in a manner in which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

Section 7. **Procedures.** The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 8. **Informal Action.** Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent via electronic communications setting forth the action so taken, is approved by all of the directors or all of the members of the committee of directors, as the case may be.

Section 9. **Removal/Vacancies.** A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the Board of Directors, which by death, resignation, removal, or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 10. **Committees.** To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers, and authorities of such committees. Committee Chairs are appointed positions that can be released from duty and replaced by the board at any time without cause.

ARTICLE IV: OFFICERS

Section 1. **Number of Officers.** The officers of OKRWG shall consist of the President, one or more Vice-Presidents (as determined by the Board of Directors), Public Relations(PR), Secretary, Treasurer, Webmaster, Editor, Grants Director, Reporter/Delegate to OWFI, and Satellite Chapter Liaison. If needed, the offices of President, either Vice Presidents and Secretary, and/or the

offices of Secretary and Treasurer may be combined into responsibility for one person and the PR/Editor/Fundraising Director/Reporter/OWFI Delegate and Webmaster can be filled by any other officer. The Satellite Chapter Liaison cannot be combined with any other office, and the office only exists so long as satellite chapters exist. Officers will be elected from the general membership and by a vote of the Board of Directors. Nominations shall be from among members who've held membership status for one full year, and voting shall be by two-thirds majority of the Board of Directors. The President may not serve concurrently as a Vice President or Secretary or Satellite Chapter Liaison.

- The **President/Chairman** shall be the chief executive officer and shall preside at all meetings of the organization and shall have general supervision of the officers, the conference, & the contest. The President shall prepare a meeting agenda based on notes from previous meetings and submission of topics from the membership. The President will be a signer on bank accounts. The President shall negotiate the conference Keynote speaker contract.
- The **Vice President** shall preside at meetings of the organization when the President is unable to attend. The Vice-President shall act under the president's authority when the president is unable to attend meetings or OKRWG programming. The Vice-President will oversee the Annual Romance Conference. The VP shall negotiate all conference speaker contracts outside the keynote.
- The **Treasurer/CFO** shall receive, disburse and account for all funds of the organization. They will oversee the annual budget for OKRWG. They will provide a Report at each regularly scheduled monthly meeting. Receipts for expenditures approved by the organization shall be submitted in writing to the Treasurer for reimbursement.
- The **Secretary** shall record the minutes of all meetings and handle correspondence pertaining to the organization. They will keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. They will annually verify the existence of and number of qualifying members and convey that information to OWFI and/or to the Delegate to OWFI. They will maintain the records of the organization and be responsible for giving a Report at each regularly scheduled monthly meeting. If needed, this position can be combined with another officer position except the President.
- The **Contest Director** will oversee any contests hosted by OKRWG. They will work with OKRWG webmaster to ensure contest entry forms are ready for contest opening date and that the contest webpages are up-to-date. They will manage category coordinators, put out a call for judges, assign judges to categories, make sure all judge results are in by deadlines, and find replacement judges when needed. The Contest Director will notify finalists, create a winner slideshow, create finalists certificates, order winner trophies and lapel pins.

- The **Public Relations Director** shall maintain OKRWG social media pages and promote membership, attendance and interest in OKRWG by publicizing its activities. They shall perform other duties assigned to them by the president. If needed, this position can be combined with another officer position.
- The **Webmaster** shall oversee the upkeep and development of the official OKRWG website. If needed, this position can be combined with another officer position.
- The **Reporter/Delegate to OWFI** will collect member news from members and announce at meetings and on group social pages for congrats and acknowledgements. They will update group info on the OWFI site with member news. They will make a faithful effort to attend all regularly scheduled meetings of the OWFI Board of Directors.¹ Understanding that OKRWG may be disqualified from being a member of OWFI if the Delegate does not attend at least one Board meeting each year, the Delegate will make every effort to do so. The Delegate to OWFI will make quarterly Reports to OWFI in a timely manner to coincide with the reporting deadlines of the OWFI "Report" magazine.² These reports will consist of news given to him/her by each active member of OKRWG, concerning the member's writing activities, according to the guidelines in the OWFI Report magazine. The Delegate is responsible to be aware of those deadlines and convey them to the OKRWG membership. If needed, this position can be combined with another officer position.
- The **Editor** shall create and send out the monthly newsletter to the OKRWG directors, officers, and members. They shall create and organize the conference program and all OKRWG promotional literature.
- The **Grants/Fundraising Director** shall search for and apply for grants to support OKRWG programs. They shall contact potential sponsors with sponsorship requests and organize other fundraising opportunities.
- The **Satellite Chapter Liaison** shall be the representative for all OKRWG satellite chapters. They shall contact chapter organizers each month, act as the point of contact between the board and the satellite chapter organizers, and give the monthly report for all OKRWG satellite chapters. The Chapter Liaison shall travel to each chapter at least twice a year.

Section 2. Election and Term of Office. The officers(when separate from the board) shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting. Each officer shall serve a one year term or until a successor has been elected and qualified. Together, the Board of Directors and Officers shall be known as the Executive Committee.

Section 3. **Removal or Vacancy.** The Board of Directors shall have power to remove an officer or agent of the organization. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE V: AMENDMENTS

Bylaws: These bylaws may be amended or repealed by a two thirds majority of a quorum vote of Board of Directors at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

Standing Rules: Standing rules may be amended by a two-thirds majority of a quorum vote by the Board of Directors at any scheduled or called meeting.

ARTICLE VI: CODE OF CONDUCT POLICY INCLUDING PLAGIARISM, HARASSMENT, CODE OF CONDUCT COMMITTEE, & EXPULSION

Section 1. **Plagiarism.** Any member of the organization discovered submitting work other than their own (plagiarism) shall be subject to expulsion from the organization by a two thirds vote of the members present at a scheduled or called meeting. Voting shall be by secret ballot.

Section 2. **Sexual AND Non-Sexual Harassment.** OKRWG is committed to sponsoring events that are free from any harassment. OKRWG also values a collegial and fun writing environment and recognizes that some related social interactions will inevitably happen or originate from organization activities. The intent of this policy is to ensure that all members understand OKRWG code of conduct policy relating to member relations and to set up a procedure to ensure that complaints about behavior that violates this policy are promptly and adequately addressed.

Policy A. Sexual Harassment Prohibited. OKRWG prohibits and will not tolerate acts of sexual harassment. Sexual Harassment is defined by law and generally includes any unwanted or unsolicited sexual gesture or physical contact, unwelcome visual conduct in a sexually suggestive manner (staring or leering) or any statement of a sexual nature that, when viewed from the perspective of a reasonable person similarly situated, is offensive, threatening, humiliating, or interferes with a person's ability to enjoy membership or perform a member duty. Some examples of unwelcome actions that, depending on the circumstances, may in and of themselves meet the definition of sexual harassment, include but are not limited to the following:

- i. Sexual pranks, or repeated sexual teasing, jokes, or innuendo;
- ii. Verbal abuse of a sexual nature;
- iii. Touching or grabbing of a sexual nature;
- iv. Repeatedly standing too close to or brushing up against a person;
- v. Repeatedly asking a person to socialize when the person has said no or has indicated that he or she is not interested;
- vi. Giving gifts or leaving objects that are

sexually suggestive; or vii. Making or posting sexually demeaning or offensive pictures, cartoons, or other materials on OKRWG social media platforms.

Policy B. Non-Sexual Harassment Prohibited. OKRWG prohibits and will not tolerate acts of non-sexual harassment. Non-sexual harassment includes offensive comments related to gender, gender identity and expression, age, sexual orientation, race, religion, disability, body size, color, physical appearance, veterans, immigrant status or country of origin, hateful speech/jokes (including in presentations), deliberate intimidation, stalking, or following, harassing photography or recording, sustained disruption of talks or events, abusive, discriminatory, or derogatory conduct.

Policy C. Scope of Policy. This policy applies to every person in or associated with OKRWG regardless of gender, sexual orientation, function, seniority, status, or other protected characteristics. It is incumbent upon those with authority not to abuse or appear to abuse the power with which they have been entrusted. Should an allegation of sexual or non-sexual harassment be brought by a person in a subordinate position, “consent to the relationship” shall not be deemed a sufficient defense or justification for conduct that otherwise would be deemed sexual harassment under this policy. This policy seeks to protect members from harassment not only by other members but also by non-members and guests doing business with or providing services for OKRWG.

Section 3. Complaint and Problem Solving Procedure

A. Code of Conduct Committee. When an incident arises, the Code of Conduct Representative will appoint 2 Executive Committee members and form a Code of Conduct committee (CoC Committee) to investigate claims. The purpose of the CoC Committee shall be to receive, review, and investigate claims of any type of harassment.

B. Complaint Process. A written/emailed complaint shall not be required to initiate the complaint process. Any person having a complaint based on the above policy shall contact the CoC Committee Representative, who will refer the complaint to the other members of the CoC Committee. If the complaining party does not wish to prepare a signed, written complaint, written documentation shall be prepared by the CoC Committee. Such written documentation shall include the nature of the complaint and the date(s) on which the alleged incident(s) occurred. Investigations of complaints will be formally administered by the CoC Committee. In the event of a report of such harassment, the CoC Committee shall convene with a quorum of two members present. Members of the CoC Committee will meet with the complaining party to understand the nature of the harassment, plus any witnesses to the harassment, and meet with the accused to understand his/her account of what took place. Each meeting will take place separately. If a member of the CoC Committee is either the complaining party, a witness, or the accused of such activity, the person(s) will be automatically recused from the CoC Committee during the investigation phase, and the Representative will appoint another member from the Board. The CoC Committee will present a recommendation based on the investigation of facts to

the President, who will inform the Board of Directors. The Board of Directors will work with the President to decide how to proceed.

C. Additional Forums. In addition to OKRWG's internal procedures, a complainant may use any available state, local, or federal legal remedies.

D. Confidentiality. OKRWG understands that some individuals may be reluctant to tell anyone about harassment or to have their names disclosed. Every reasonable effort will be made to maintain confidentiality of all parties, and to all conversations and all documents concerning a harassment complaint. The Executive Committee will be kept informed on a "need to know" basis such as in the case of a recommendation of expulsion. (See Article VI Section 5 Expulsion). All persons involved should maintain confidentiality to the greatest extent possible, except to the extent needed for processing complaints under this policy.

F. Disciplinary Actions. Disciplinary Actions for violation of this policy may include oral and/or written reprimand, reassignment, expulsion, or any combination thereof.

Section 4. **Malicious Allegations and Protection against Reprisals.** Allegations of any harassment that are malicious or without foundation are very serious with potential for great harm to all persons involved and are also prohibited by this policy. Intentionally providing false information also constitutes grounds for disciplinary actions, up to and including expulsion. Reprisals or retaliatory action against a person who, in good faith, reports or provides information in an investigation about behavior that may violate this policy may be unlawful and will not be tolerated. Such action may be regarded as a separate and distinct cause for disciplinary action.

Section 5. **Expulsion.** Any member of the organization may, by a two thirds vote of the Board of Directors present at a scheduled or called meeting, be expelled and divested of honors without refund of any programs they've paid, for conduct deemed by the Executive Committee to be unprofessional conduct harmful to the Organization. Any person considered for expulsion will be invited to meet with the Executive Committee. Voting shall be by secret ballot.

Section 6. **Events Policy.** OKRWG Events have zero tolerance for bullying, violence, or harassment. Before touching, approaching outside of signing hours, taking photographs, or engaging in other physical contact with an Author, Vendor, VIP Talent/Influencers, or fellow attendees, ask for consent. NO is a complete sentence. Attendees will respect other people's boundaries at all times. **Any event attendee who engages in bullying, violence, or harassment, including sexual harassment, at any OKRWG event will be removed from the event and banned from all OKRWG workshops, programs, events, and/or membership.**

ARTICLE VII: STANDING RULES

The membership of the organization shall establish various standing rules regarding operational details of OKRWG, including, but not limited to: the date of the regularly scheduled meetings and amount and payment dates of dues.

1. **Membership Dues:** Dues for Members are \$0.00 annually, due September 1st. Members are also encouraged to submit their dues at this time. Dues may be prorated at \$0.00 per month for those who join later in the year.
2. **Meeting Details.** Meetings shall be held on the first Saturday of each month, at 2:00 pm, at a place organized by the Board of Directors.
3. **Discretionary Expenditures.** The president may at his/her own discretion authorize an expenditure of \$100, one time per month, to be paid by the treasurer out of the organization's funds. The intent of this discretionary expenditure clause is to enable purchases that need to be made in a timely manner and could not effectively wait for the next scheduled meeting.
4. **Election Dates.** Election of new officers will take place in December, with nomination discussion starting in October. Duties for officers will be assumed in January.
5. **Audit:** None required until financial requirement is met.

ARTICLE VIII: SATELLITE CHAPTER STANDING RULES

The board of directors shall establish various standing rules regarding operational details of OKRWG Satellite Chapters, including, but not limited to: their virtual attendance at the regularly scheduled meetings and their non-independent status.

1. **Non-Independent Status:** Satellite Chapters are groups of OKRWG members outside of the Oklahoma City area who gather together to view virtual broadcasts of OKRWG meetings together. As such, they are not independent entities and do not have their own officer group, do not have the power to hold their own business meetings, and do not have the power to collect any monies for any reason that is not sanctioned directly by the OKRWG Executive committee.
2. **Organizers:** OKRWG Satellite Chapters are led by organizers and answer directly to the OKRWG Executive Committee. As with a committee chair, they can be released from duty and replaced by the board at any time without cause. These are appointed positions. Organizers may not host events outside established OKRWG events without OKRWG Executive Committee approval. They may not organize a separate satellite newsletter. All news correspondence should be sent to the OKRWG Secretary and Editor to be shared with the group via the official OKRWG Newsletter. Organizers may not hold “exclusive to a single satellite” events. All events must be open to all OKRWG members.
3. **Governance:** OKRWG Satellite Chapters must abide by all OKRWG bylaws and the OKRWG mission.

4. **Non-Compete Clause:** OKRWG Satellite organizers cannot form a competing romance writer organization while members of OKRWG or within a year after the end of their OKRWG membership.

ARTICLE IX: INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of OKRWG shall be indemnified and held harmless by the organization to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits OKRWG to provide broader indemnification rights).

ARTICLE X: DISSOLUTION


OKRWG may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with subsequent approval by no less than two-thirds($\frac{2}{3}$) vote of the members. In the event of the dissolution of the organization, the assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied and discharged, or adequate provision shall be made therefore. Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organization, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Board of Directors.

CERTIFICATION

Sabrina A. Fish, President of Oklahoma Romance Writers Guild, Inc., and Cecely Jones, Secretary of Oklahoma Romance Writers Guild, Inc. certify that the foregoing is a true and correct copy of the bylaws of the above-named organization, duly adopted by the Board of Directors on January 04, 2025.

I certify that the foregoing is a true and correct copy of the bylaws of the above-named organization, duly adopted by the initial Board of Directors on 4 January 2025.

By: 
Sabrina A. Fish, President

Date: 9-13-2025

By: *Cecily Quinn*
Cecily Quinn, Secretary

Date: 9-13-2025