

**COMPARISON BETWEEN:
2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE**

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

~~By-laws of The Move Dance Collective~~

ARTICLE I — NAME, PURPOSE

Section 1: The name of the organization shall be The Move Dance Collective. The weekly dance event run by this organization shall be The Move.

Section 2: The Move Dance Collective organizes The Move ~~exclusively~~ for charitable and educational purposes, ~~more specifically~~ to provide community members with ~~the opportunity to partake in moving meditation and ecstatic dance, on a deep and soulful level. Our further aim is to foster the development of a dancefreestyle movement gatherings that honour dance as an essential expression of self, and way of connecting with others. As a member-based non-profit community arts organization, our collaborative governance reflects this purpose, by our practice which will enable members to experience the dance deeply.~~

of consensus-based decision-making, and collective embodiment of cooperation, responsiveness, and adaptability, as we co-create our continued organizational evolution.

Section 3: The Move Dance Collective hereby adopts and is committed to adhering to the City of Toronto's Human Rights and Anti-Harassment Policy, but with the understanding that while people of all abilities are welcome, due to limitations of available spaces, The Move may be held in a building that is not wheelchair accessible; and furthermore that, where health and safety is a concern, The Move Dance Collective may ask individual dancers not to participate in The Move. ~~(Further details~~Details ~~on safety and harassment issues may be found in The Move's Safety Guidelines~~on The Move's website, and in The Move's door and DJ training manuals.~~).~~

ARTICLE II - MEMBERSHIP

Section 1: Members. All persons who sign a ~~waiver~~membership agreement and attend The Move are considered members of The Move Dance Collective. They are given an orange membership card to signify their membership.

Section 2: Voting Members. Members are considered voting members if they have been a member of ~~the~~The Move Dance Collective for at least six months and have attended at least six The Move events in the past year. Non-voting members become voting members by virtue of being members for at least six months and attending at least six The Move events in the past year. This change in status takes place at the opening of the annual ~~general~~ meeting.

Section 3: Non-Voting Members. Members are considered non-voting members if they do not meet the criteria outlined in ~~section~~Section 2, above. Voting members become non-voting members if they have not attended at least six The Move events in the past year. This change in status takes place at the opening of the annual ~~general~~ meeting.

Section 4: Privacy. To protect the privacy of The Move Dance Collective's members, except where required by law, no membership list shall be given out to any individual, whether or not they are members. A partial members' list—including only names and card numbers, but not addresses, shall be kept ~~at~~by The Move Dance Collective to aid in member identification. This list is intended for facilitators' use only.

ARTICLE III - ANNUAL GENERAL MEETING

Section 1: Annual Meeting. The date of the ~~regular~~ annual meeting shall be set by the Board of Directors who shall also set the time and place.

COMPARISON BETWEEN: 2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

Section 2: Special General Meetings. The Move Dance Collective may also call special general meetings.

~~Section 3: Notice. Notice of the annual meeting or a special general meeting shall be given by announcing its time and location at The Move, for provided to members at least two consecutive Fridays before 15 days prior to the meeting. -Notice will also be given via The Move's facebook page and via The Move's e-mail list. -Notice will first be given at least ten days before the meeting is to take place shall remind members of the right to vote by proxy.~~

~~Section 3: Special meetings to discuss specific issues to be discussed with the general membership shall take place at The Move after the dance, and shall be announced through The Move's e-mail list, newsletter and on The Move's facebook page at least ten days before taking place. An announcement will also be made at the Move two weeks before the Members' Meeting occurs, and also on the night of the meeting itself.~~

Section 4: Quorum. Quorum for the annual meeting and special general meetings shall be four voting members.

ARTICLE IV - BOARD OF DIRECTORS

Section 1: Board Role, Size, Compensation. The Move Dance Collective shall be guided by four Board members who lead the organization in a manner that considers the voices and needs of the community. Stewards, facilitators and other contractors, and makes decisions reflective of all of these parties and voices. Decisions of the Board shall be made by consensus as further described in Article VI. The Board is responsible for ~~overall~~ approving policy and financial direction of ~~The Move Dance Collective, and are also responsible for all administrative duties related to The Move Dance Collective, including the hiring, training and managing of a team of facilitators. The active Board shall have up to six and not fewer than three members. and any initiative that could involve liability of the organization.~~ Board members may receive compensation for time spent at meetings, writing general e-mails, and in their managerial roles whilst at The Move, when the financial situation at the Move permits. They may also receive pay for committee and administrative work related to the operation of The Move Dance Collective. Amounts paid to the Board members and the amounts of hours for their work can be determined by the Board. Board members also receive regular facilitator pay when working in facilitator roles at The Move. Finally, in recognition of their often managerial position when at The Move, they attend The Move at no charge.

Section 2: Meetings. The Board shall meet at minimum once every three months, ~~but will endeavour to meet more frequently when schedules allow.~~

~~Section 3: Board Elections. In between Annual General Meetings, new Board members joining the board are picked by consensus by the current Board. No new board members will be added within the 30 days before the AGM. Election shall occur by having the current board presenting their recommendations for the new board, and having the members attending the meeting voting on these recommendations by a show of hands. A majority of member votes is necessary to confirm election of each individual to the new board. Should any recommended individual fail to meet the minimum number of votes necessary for election, and if the Board is as a result too small to meet quorum, the position will be considered open to general nominations, and a new meeting will be called to vote on nominated candidates. At this second meeting, a vote will be held, again by a show of hands, and the candidate with the greatest number of votes shall fill the vacant spot on the Board. The individual originally recommended by the Board is permitted to run as a candidate in this general election.~~

~~Section 4: Directors:~~ Section 3: Board Elections. Any The Move Dance Collective member who has been a member for at least one year is eligible to respond to calls for applications for new Board members. Members approved by the current Board and Stewards may stand for election at the annual meeting. The approved candidate(s) who receives the greatest number of votes by the members present or represented by proxy shall be elected to the Board.

~~Section 4: Proxy. Every member entitled to vote at a meeting of the members may by means of a proxy may appoint a~~

COMPARISON BETWEEN: 2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

proxyholder, who need not be a member, as the member's nominee to attend and act at the meeting in the manner, to the extent and with the authority conferred by the proxy. An instrument appointing proxy must be signed by the member or the member's attorney.

Section 4: Directors. All Board members are considered de facto Board directors. For the purposes of this document, the terms "the Board" and "the Board of Directors" and "the Board members" are synonymous.

Section 5: Terms. The Board members shall ~~serve two-year~~ be elected in staggered terms of two (2) years, but are always eligible for re-election. ~~Outgoing members can remain in a consulting role~~ To establish and maintain staggered terms, vacant positions may be filled for up to six months following the end of their term. ~~one (1) year terms.~~

Section 6: Quorum. A quorum Board meeting must be attended by at least ~~three of two~~ the Board members before business can be transacted or motions made or passed.

Section 7: Notice. Board meetings will be scheduled in advance, usually at the previous Board meeting. All Board members must agree to a date before it can be confirmed.

Section 8. Officers and Duties. There shall be four officers of the Board consisting of ~~a Chair, Timekeeper~~ two Co-Presidents, Secretary and Treasurer. The appointments are agreed upon by consensus of the Board. ~~However, aside from the office of treasurer, these offices last only for the course of one meeting, and are decided at each meeting.~~ The duties of the officers are as follows:

Co-Presidents. ~~The Chair~~ Co-Presidents share presidential duties and shall ~~preside at~~ coordinate about who is point-person/active President for a designated period of time. The President shall be the general point person for the Stewards and is responsible for confirming agendas for Board meetings, review the with the Stewards. The President is also responsible for confirming the Chair for Board meetings and ensuring that the Chair presides, reviews previous meeting's action points, work works with the Board to decide time allotments for each agenda item, and manage manages the flow of conversation to ensure that all voices are heard, that issues are discussed in a timely and efficient manner, and that conflicts can be resolved with maximum goodwill and efficiency. The President is responsible to the community on behalf of the Board and The Move Dance Collective.
~~The Timekeeper will provide time cues for the Chair.~~

Secretary. The Secretary shall be responsible for ~~keeping~~ ensuring records of Board actions, decisions, and ~~flags~~ actions for future meetings; ~~keeping a record of the flow of conversation during a Board meeting when requested by a Board member; are kept, filed and distributed, for~~ sending out meeting ~~agenda~~ agendas; making copies of minutes electronically available to Board members; and otherwise ~~assuring~~ ensuring that corporate records (~~i.e.~~ updates of by-laws, minutes, etc.) are maintained. The Secretary shall be sufficiently familiar with legal documents (articles, by-laws, etc.) to note applicability during meetings.

Treasurer. The Treasurer shall ~~make a financial report either biannually or quarterly, as requested by the Board. Treasurer shall manage all of The Move Dance Collective's finances, prepare the budget, fulfill all of~~ ensure The Move Dance Collective's fiscal duties (including annual tax filing) ~~and make financial information available to Board members are fulfilled~~ and ~~the public.~~ manage its finances in consultation with the Financial Steward. The treasurer shall ~~also be the keeper of~~ keep the corporate records, including the letters patent and bylaws. The Treasurer is responsible for requesting the budget from the Financial Steward and for sharing it with the Board and other Stewards. The Treasurer shall request quarterly financial reports from the Financial Steward, and share them with the Board. The Treasurer is responsible for presenting finances at the AGM and sharing financial information with the public. The Treasurer has signing authority on

COMPARISON BETWEEN: 2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

The Move bank account for emergencies in the case of the Financial Steward being unable to fulfill duties.

Section 9: Vacancies. If a Board member resigns, and there are not enough Board members for quorum, a vacancy will be declared. A vacancy can also be declared at any time by consensus of the Board members. When a vacancy on the Board is declared, current Board members will call a meeting to ~~discuss which general members of The Move Dance Collective they may wish to determine how to invite to join~~ fill the vacant position(s). The Board. ~~They may make one or several choices, they may decide to conduct interviews. When they have reached a decision, the Board members will vote by consensus which candidate (or candidates) will join the Board. This individual (or these individuals) will then be recommended~~ recommend Member(s) for election by the general membership at the subsequent ~~annual~~ general meeting.

Section 10: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by ~~another Board member, who will then notify the rest of the entire~~ Board. If a Board member is absent for more than two Board meetings a year, the Board shall review whether or not to remove them from the Board. The ~~vote~~ decision to remove them must be by consensus of the other Board members. In the case of ongoing conflict, a Board member may be removed by a majority vote of the Board. ~~While officially no notice is necessary, it is the Board's preference that any resigning Board members give three months' notice, to all Board members, at a Board meeting.~~

Section 11: Special Meetings. Special meetings of the Board shall be called upon the request of a Board member, and by consent of at least three-fourths of the Board.

ARTICLE V – CONFLICT OF INTEREST

Section 1: A Board member who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction with The Move Dance Collective shall disclose to Board and request to have entered in the minutes of meetings the nature and extent of his or her interest. The Board member with the conflict of interest must be present in discussion and consensus decision making regarding the conflict. If consensus cannot be reached and the Board must vote on the topic, the Board member with the conflict will be refrain from participating in a vote.

ARTICLE VI – DEFINITION OF CONSENSUS

Section 1: Except where stated otherwise in these bylaws, all decisions of the Board of The Move Dance Collective are made by consensus. Discussion on an issue continues until consensus is reached, or if necessary, the issue is shelved until further discussion time is available. In situations where a Board member or attending Steward disagrees with a decision, but wishes to go along with it for the purposes of expediency and efficiency, they can register their non-support, reservations, or choice to stand aside. Details of their objections to the decision being made will be recorded in the minutes, and the decision will be passed by consensus of the remaining Board members and attending Stewards.

Section 2: (Exception to Section 1) As a last resort, in emergency cases where consensus cannot be reached, but a decision must be within a given time-frame; the decision may be made by voting. In this case three-fourths of the Board members can be considered consensus, provided that ~~they note in the minutes that they note~~ any dissenting minority votes are recorded in the minutes. However, the Board must have made considerable efforts to attempt to gain consensus before this tactic may be employed.

Section 3: -(Exception to Section 1) -In the case of absence from Board meetings, ~~a member may give the other members carte blanche to make it is assumed that~~ decisions can be made without ~~their approval~~ input from the absent Board member or designated Steward unless otherwise specified ahead of the meeting. They may instead specify that they approve all (or certain) minor decisions, but want a chance to review important decisions at a later date.

COMPARISON BETWEEN: 2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

~~Section 4: In the case of a prolonged absence or illness (lasting more than 1 month), where the Board member in question is unreachable, the Board may move forward with decisions in their absence, noting in the minutes, in each case, that the member in question was absent for the decision in question. In this case, the absent member's vote is not counted for the purposes of consensus.~~

~~Section 5: Please refer to Article VI below for further exceptions to consensus and decision making between meetings.~~ARTICLE VII—STEWARDS

Section 1: Role. Steward roles are paid managerial positions of The Move Dance Collective. Stewards are independent contractors who are responsible for execution of tasks related to their role and for making recommendations to the Board.

Section 2. Number and Composition. The Move Dance Collective will have a minimum of two Stewards.

Section 3. Responsibilities. As the management team of The Move Dance Collective, Stewards are responsible for the day-to-day decisions, and coordination of The Move. Additionally, Stewards participate in the orientation of the Board, plan the general and visioning meetings and propose agendas and budgets for the Board meetings.

Section 4. Board Meetings. At least one Steward should be present at each Board meeting. If no Stewards can be present, the Board will ensure the Steward(s)' positions on all matters have been obtained before a decision is made and that decisions are relayed to the Stewards for input prior to their implementation. A Steward may be asked to step out of a Board meeting if their terms of employment are being discussed.

ARTICLE VIII

~~ARTICLE VI~~ COMMITTEES

~~Section 1: The Board may create committees as needed, such as DJ liaison, Door liaison, etc. All committee chairs or co-chairs are appointed by consensus by the Board. Committee chairs can appoint further members to the committee as deemed necessary.~~

~~Section 2: Except for the power to amend the Articles of Incorporation and Bylaws, individual members of the Board shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, with their decisions subject to the future consensus of the Board. These powers are not limited to committee work.~~

~~Section 3: Notwithstanding Section 2, where possible, except for minor decisions, Board members will defer decisions until the next Board meeting whenever feasible. If a quick decision must be made, the Board member will consult with as many Board members as possible in the time available.~~

~~ARTICLE VII~~ – CONTRACTORS

~~Section 1: The Move Dance Collective originated as a group of friends planning an event together. As such, the~~Section 1: The Board is committed to working with facilitators as contractors, in the spirit of consensus (as opposed to a more supervisory, directive model). To meet this goal, facilitators' (including Board members') ongoing training consists of peer mentorship, group workshops, and group meetings.

Section 2: Except in severe cases of misconduct or unprofessionalism, the Board seeks works with Stewards to address concerns with facilitators' contractors' work by following the guidelines laid out in facilitators' manuals, and through a non-directive peer-mentoring feedback process, ~~possibly including individual consultations, group meetings and e-mails. Also,~~

**COMPARISON BETWEEN:
2013 APPROVED BYLAWS AND SEPTEMBER 2, 2016 DRAFT UPDATE**

September 2, 2016 - DRAFT By-laws of The Move Dance Collective

~~given Section 1, the Board is committed to welcoming and considering the input of fellow facilitators.~~

Section 3: ~~Members wishing to help facilitate~~ The Move may offer their services in writing. ~~They~~ Board and Stewards are responsible for the hiring of any contractors. Contractors will be chosen based on their qualifications and suitability, and will be trained by current facilitators ~~and board~~, Board members and/or Stewards and updated on the details of The Move's Move Dance Collective's vision and guidelines, on a needs basis.

~~Section 4: Facilitators will be scheduled in for positions based upon their availability and preferences. No facilitator will ever be asked to work a shift for which they choose to be unavailable. Should no facilitators be available for any given week, The Move will be cancelled that week.~~

~~Section 5: In addition to their regular duties, Board members can propose special contracts (usually referred to as committee work) upon which they will work. Work within these committees is paid at a rate determined by the Board, subject to the consensus approval of the Board.~~

ARTICLE ~~VIII~~X - AMENDMENTS

Section 1: These Bylaws may be amended when necessary by consensus of the Board of Directors, subject to approval by the membership at the next AGM annual meeting.

These Bylaws were approved at the annual ~~general~~ meeting by the Board of Directors members of The Move Dance Collective on ~~June 25, 2012~~.~~[NTD: insert date approved]~~.