

## 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 for charitable and educational purposes, to provide community members with freestyle 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 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. Details on safety and harassment issues may be found in The Move's Safety Guidelines.

## ARTICLE II - MEMBERSHIP

Section 1: Members. All persons who sign a 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 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 meeting.

Section 3: Non-Voting Members. Members are considered non-voting members if they do not meet the criteria outlined in 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 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 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 annual meeting shall be set by the Board of Directors who shall also set the time and place.

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 provided to members at least 15 days prior to the meeting. Notice shall remind members of the right to vote by proxy.

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 approving policy, financial direction, hiring and any initiative that could involve liability of the organization. Board members may attend The Move at no charge.

Section 2: Meetings. The Board shall meet at minimum once every three months.

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 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 be elected in staggered terms of two (2) years, but are eligible for re-election. To establish and maintain staggered terms, vacant positions may be filled for one (1) year terms.

Section 6: Quorum. A Board meeting must be attended by at least 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 two Co-Presidents, Secretary and Treasurer. The appointments are agreed upon by consensus of the Board. The duties of the officers are as follows:

Co- Presidents. The Co-Presidents share presidential duties and shall 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 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, works with the Board to decide time allotments for each agenda item, 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.

Secretary. The Secretary shall be responsible for ensuring records of Board actions, decisions, and actions for future meetings are kept, filed and distributed, for sending out meeting agendas; making copies of minutes electronically available to Board members; and otherwise 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 ensure The Move Dance Collective's fiscal duties (including annual tax filing) are fulfilled and manage its finances in consultation with the Financial Steward. The treasurer shall 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 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 determine how to fill the vacant position(s). The Board will then recommend Member(s) for election by the general membership at the subsequent general meeting.

Section 10: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by 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 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.

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 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, it is assumed that decisions can be made without 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.

#### 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 – CONTRACTORS

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).

Section 2: Except in severe cases of misconduct or unprofessionalism, the Board works with Stewards to address concerns with contractors' work by following the guidelines laid out in facilitators' manuals, and through a non-directive peer-mentoring feedback process.

Section 3: The 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, Board members and/or Stewards and updated on the details of The Move Dance Collective's vision and guidelines, on a needs basis.

#### ARTICLE IX - 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 annual meeting.

These Bylaws were approved at the annual meeting by the members of The Move Dance Collective on [NTD: insert date approved].