

# **ONLY HUMAN DANCE COLLECTIVE CONSTITUTION**

Drafted by Cathy Bate and Kelly Slate March 13, 2001

Amended by Rebecca Smith April 10, 2001

Amended on October 23, 2001 and April 11, 2002

Amended by Annie Schachar on March 16, 2004

Amended by Velta Douglas on April 3, 2005

Amended on February 25, 2008

Amended on April 13, 2009

Amended on June 18, 2012

Amended on Dec 11, 2012

Amended on Aug 13, 2013

Amended on Jun 24, 2014

Amended on June 19, 2016

Amended on June 1, 2017

Amended on September 15, 2018

Amended on October 21, 2018

Amended on June 15, 2019

Amended on May 7, 2023

## **TABLE OF CONTENTS**

Article I – Definitions	3
Article II – Purpose and Objectives	5
Article III- Fees	5
Article IV – Workshops	8
Article V – Mandatory Company Days	8
Article VI – Company Pieces	9
Article VII – Choreographers	9
Article VIII – Membership Piece	10
Article IX – Screening of Membership Pieces	10
Article X – Company Directors	11
Article XI - Duties of Company Directors	12
Article XII – Appointment of Assistants	16
Article XIII – Selection of Directors	17
Article XIV - Executive Advisory Committee	17
Article XV - Duties of Executive Advisory Committee	18
Article XVI – Term of Office	19
Article XVII – Finances	19
Article XVIII – Arbitration and Settlement of Disputes	20
Article XIX – Constitutional Amendments	21
Article XX – Meetings	21
Article XXI – Member Code of Conduct	22

## **Article I – Definitions**

1.1 Only Human Dance Collective – a student run dance Company operating from the University of Toronto St George Campus, hereinafter referred to as the “Company.”

1.2 Annual Show – at least one independent show exclusively run and performed by the Company each year, hereinafter referred to as the “Show”. The Show may be in-person or virtual, depending on the circumstances of the season.

1.3 Company Piece – dance or movement piece open to all members and choreographed by a Creative Director of the Company.

1.4

a) Company Directors – (hereinafter referred to as the “Directors”) - members who are appointed to administrative and operational positions including:

1. Creative Directors
2. Administrative Director(s)
3. Marketing Director
4. Sponsorship Director
5. Production Manager
6. Technique Director(s)
7. Treasurer
8. Events Director
9. Fundraising Director
10. Social Media Director

1.4.

b) Executive Advisory Committee (hereinafter referred to as the “Advisors”) - elected members who hold voting authority, including:

1. Technique Advisor
2. Marketing & Social Media Advisor
3. Finance Advisor (and signing authority)
4. Events & Production Advisor
5. Creative & Administrative Advisor (and second signing authority)

1.5 Registration Day – An annual event where company members may register to be a part of the club for the season and sign up for Company pieces and Membership pieces. This may be held in-person or online, or both.

1.6 Membership – Membership to the group is open to the following:

1. The University of Toronto community (students, staff, faculty, and alumni)
2. Current students of other Post-Secondary institutions within Toronto
3. Non-UofT community members (at the discretion of the Directors and Advisors)

Membership priority is allotted in order of the list above. Only members who are currently registered University of Toronto students are permitted to run, nominate, and vote in elections.

1.7 Membership Piece – a piece that is not a Company piece choreographed by a member of the Company.

1.8 Non-Performing Members – any member of the Company, who has paid the membership fee, is eligible to be a non-performing member. Non-performing members do not perform in the annual show, but every non-performing member is entitled to attend all Tech and Dress Rehearsals as an audience member.

1.9 Drop-in workshop participants – members of the University of Toronto community (student, alumni, staff, faculty) will be given priority to attend workshops as a drop-in participant. Special considerations for non-UofT community members may be given at the discretion of the Directors and Advisors, with costs to attend (eg. guest pass to access the facility) to be paid by the drop-in participant.

1.10 Performing Members – any member of the Company, who has paid the Performance Tier fee, is eligible to be a performing member. Performing members are members of the Company that are required to perform in each performance of the annual show.

1.11 Workshop Members - any non-performing member of the Company is eligible to be a workshop member. Workshop members are members that attend the weekly technique workshop and may participate in Company events and socials.

1.12 Selection Committee – A group of members chosen annually for the purpose of interviewing and appointing incoming Directors.

1.13 Voting Members – includes current University of Toronto students, who are eligible to vote in elections, including for the Executive Advisory Committee.

1.14 Non-Voting Members – Company members who do not fit the definition of Voting Members.

## **Article II – Purpose and Objectives**

2.1 To protect, maintain and advance the interests of its members.

2.2 To promote the spirit of dance and movement through education, demonstration, and sharing of ideas and knowledge within the University of Toronto community in an inclusive and safe environment.

2.3 To provide an all-inclusive environment for all styles of dance and levels of dance experience.

2.4 To encourage members to diversify their skillset by trying different styles of dance.

2.5 To produce at least one Show each year that will be comprised of the various choreographed pieces from within the Company.

2.6 This constitution adheres to the principles and values enshrined in the Canadian Charter of Rights and Freedoms, Constitution Act, 1982.

## **Article III- Fees**

3.1 Memberships Fees

### ***3.1.1 Performing Membership Tier***

Performance Tier members are required to pay a nominal fee to participate in the Company. This fee will be set on an annual basis by the Treasurer, with assistance from the Finance Advisor, based on a detailed budget projection. This fee shall not exceed \$100 annually.

The membership fee allows each dancer to join as many pieces as they would like, or up to the maximum determined by the Directors should pieces be limited and a cap need to be set in order to ensure equal opportunities for participation for all members, and includes costume subsidies for all of their pieces (to be determined by the Treasurer on an annual basis based on budget projections), rehearsal space bookings, theatre and production costs, access to company events and socials, and free standard technique workshops.

This fee does **not** include guest passes to access the facilities for technique workshops, although guest passes provided for rehearsals valid for the day of the workshop may be

used to access that workshop. If a non-current UofT student member wishes to attend a workshop and does not have a valid guest pass for that day, they are required to pay the fee for the guest pass themselves, though the company can arrange for the pickup and purchase of the passes on their behalf. This fee also does **not** include costs for outside events or socials that may be run by the Company, such as theatre tickets, entrance fees, or food at outside venues.

Reimbursement for guest passes will be determined on a yearly basis by the Treasurer, in conjunction with the Finance Advisor and Directors, based on the projected budget, number of guest passes required, and available funding. This reimbursement allotment may or may not cover all passes required for rehearsals throughout the season, and may be limited to certain facilities - additional member contribution may be required.

Members will only be reimbursed up to the reimbursement allotment for guest passes used to access the facilities for OHDC rehearsals. If members are found to be using guest passes paid for by the company for outside purposes (e.g. an unrelated event at the AC), the company can suspend reimbursement of passes for that member, even if that member has not reached their reimbursement allotment.

### ***3.1.2 Workshop Membership Tier***

Workshop members are required to pay a nominal fee to participate in the Company. This fee will be set on an annual basis by the Treasurer and Finance Advisor, based on a detailed budget projection. This fee shall not exceed \$60 annually. This fee can be paid at any time during the year, but will not be prorated based on when the fee was paid.

The membership fee allows members to attend all standard technique workshops and to participate in company events and socials. This fee does **not** include guest passes required to access the facilities where the workshops are being hosted (e.g. Athletic Centre). Non-current UofT student members are responsible for paying the cost of the guest passes themselves, though the company can arrange for the pickup and purchase of the passes. This fee does not include tickets to the annual show, though they are welcome to attend the Tech and Dress Rehearsals, as noted for Non-Performing Members. This fee also does **not** include costs for outside events or socials that may be run by the Company, such as theatre tickets, entrance fees, or food at outside venues.

3.2 The Directors and Advisors recognize that these fees can pose barriers to certain members, and have taken steps to address these barriers. The company offers two

guaranteed (2) Performance Tier membership bursaries and two guaranteed (2) Workshop Tier membership bursaries each year for those that may be facing financial difficulties. Additional bursaries may be available on a year-to-year basis, pending available funding. All applications are kept strictly confidential and are assessed by the Treasurer and Creative Directors based on need, commitment to the company and its mandate, and other factors identified by the applicant. Additionally, if a member comes to confidentially discuss their situation with the Directors, the Treasurer can discuss installment options or other arrangements with the member. The Treasurer will work to ensure a satisfactory resolution that maintains the dignity and ability to participate of the member. The company has a dedicated Sponsorship Director that works hard every year to secure corporate sponsorship for us so that we can keep these membership costs as low as we possibly can, and that we are covering as many of the fees associated with each season as possible, but we still rely on membership fees for a portion of our annual operating expenses.

Our membership costs are very minimal considering what our dancers get. We have very high operating expenses:

- \$10 000 theatre rental fees for Hart House Theatre
- \$~7000 annually in costume subsidies for all dancers in all pieces (ie. the vast majority of costumes are paid for completely by OHDC)
- \$~2000 on marketing for the show so that our dancers perform to a large audience
- \$~ 3000 on stage crew, photographers, and videographer
- \$~3000 on rehearsal space rentals and guest passes
- \$~300 on social events, like food for our closing night party, DVD viewing

and other costs associated with mounting a full scale production, including things like SOCAN royalties, DVD copying, etc. In the event of a virtual season and/or Show, fees may be adjusted accordingly to reflect the slightly lower operating costs.

3.3 Fees shall be used for operating costs of the Company and towards the Show.

3.4 Members who fail to pay the appropriate fees by the deadlines noted will not be permitted to participate in club activities.

3.5 Members are expected to pay their fees according to a payment plan pre-determined by the Directors.

## **Article IV – Workshops**

4.1 Dance or movement workshops will be held on a regular basis, as determined by the Directors. These may be in-person, online, or both.

4.2. All members are highly encouraged to attend at least one workshop per semester.

4.3 Workshops are to be open and free to all paying members, and for a nominal fee for drop-in members, to be determined by the Directors. Drop-in fees shall be used for operating costs of the Company, as per **Article III**.

## **Article V – Mandatory Company Days**

5.1 Choreographer Auditions, Registration Day, Preview Day, Review Day, and Run-Through Day shall be held at least once annually. These may be in-person, online, or both.

### 5.2 Choreographer Auditions

- a) Choreographer Auditions shall be held in the first semester at least once.
- b) All members who wish to choreograph a membership piece must attend Choreographer Auditions and preview at least 30 seconds of their piece in order to be screened as per **Article IX**.
- c) Should any members be unable and/or prefer not to attend the scheduled Choreographer Auditions, that member may submit a video to the Directors instead.

### 5.3 Registration Day

- a) Registration Day shall be held in the first semester at least once. It may be in-person, online, or both.
- b) All performing members must attend Registration Day for the purpose of registering for a Company Piece and/or Membership piece.
- c) Should any performing member be unable to and/or prefer not to attend the scheduled Registration Day, that member may contact the Directors for the purpose of registering for a Company Piece and/or Membership Piece using an online form.
- d) The nature and length of the Registration Day shall be determined by the Directors. The Directors shall jointly participate and aid in hosting Registration Day.



#### 5.4 Preview Day

- a) Preview Day shall be held in the first semester. It may be in-person, online, or both.
- b) Choreography for all pieces must be at least half completed.

#### 5.5 Review Day

- a) Review Day shall be held in the second semester. It may be in-person, online, or both.
- b) Choreography for all pieces must be fully completed.

#### 5.6 Run-Through Day

- a) Run-Through Day shall be held in the second semester. It may be in-person, online, or both.
- b) Choreography for all pieces must be fully completed.
- c) All pieces must have full costumes prepared.

### **Article VI – Company Pieces**

6.1 During Registration Day, each performing member is eligible to sign up for any Company Piece(s) and/or Membership Piece(s) of their choosing.

6.2 Performing members are highly recommended to participate in at least one Company Piece.

6.3 Company pieces shall be performed in the Show notwithstanding **Article IX**.

### **Article VII – Choreographers**

7.1 Any member may send an application to the Directors to choreograph a Membership Piece.

7.2 Members who wish to choreograph more than one piece must have suitable choreography experience as determined by the Directors.

7.3 The Directors shall facilitate communication between the Directors and the Choreographers. It is the responsibility of both the Directors and the choreographers to maintain frequent communication throughout the course of production of the show.

7.4 Choreographers may remove a performing member from their piece with reason, in

collaboration with the Creative Director(s) and Executive Advisory Committee.

7.5 The choreographers may hold auditions to determine which performing members shall participate in their Membership Piece, for advanced pieces only.

7.6 Choreographers of beginner, intermediate, and all-level pieces may limit the amount of dancers allowed to participate in their piece, should it become a matter of safety or comfort, after consultation with the Creative Directors.

7.7 Choreographers shall abide by the rules and regulations set out in the Choreographer Code of Conduct, which must be signed by each choreographer at the start of each season.

### **Article VIII – Membership Piece**

8.1 Choreographers may select their dancers from performing members at Registration Day as set out in **Article VII**.

8.2 The Creative Directors may limit how many pieces each member may choreograph and how many pieces each dancer may perform in.

8.3 Choreographers accepting performing members into their member piece after dancer lists are submitted are required to inform the Creative Directors.

8.4 Choreographers are required to submit an updated dancer list to the Creative Directors before each Company Day.

### **Article IX – Screening of Membership Pieces**

9.1 Membership Pieces shall be screened prior to the Show by the Creative Directors during the Choreographer Auditions and on Company Days.

9.2 Membership Pieces shall be qualified by the level of readiness as determined by the Creative Directors.

9.3 Whether or not a dancer is allowed to perform shall not be based on dance style, dancers' ability, personal traits and characteristics, sexuality, gender, ethnicity, or other aspects of the identity of members.

9.4 Creative Directors retain discretion to limit the number of Membership Pieces performed in the Show based on the Show's reasonable running time length.

9.5 The final screening of Membership Pieces shall occur at Run Through Day at least one week prior to the opening night of the Show.

## **Article X – Company Directors**

10.1 The following positions shall be available by appointment:

- a) Two (2) Creative Directors
- b) One or two (1 or 2) Administrative Director(s)
- c) One (1) Marketing Director
- d) One (1) Sponsorship Director
- e) One (1) Production Manager
- f) Two Technique Directors
- g) One (1) Treasurer
- h) One Events Director
- i) One (1) Fundraising Director
- j) One (1) Social Media Director

10.2 If there is insufficient interest for positions, there must be at least three persons appointed by the Selection Committee to the position of Creative Director, Administrative Director, and Treasurer. All essential duties of other roles will be split between these roles, to be assisted by the Advisors; duties to be deemed essential through discussion and planning with the Directors and Advisors.

10.3 A member shall only hold one Director position at a time, unless a position is not filled.

10.4. Termination of a Director on the basis of not fulfilling their roles and responsibilities and/or not acting in the benefit of the company may be carried out by a meeting of the Directors and Advisors, and an unanimous vote of the Advisors. An attempt to appeal the decision may be carried out in a general membership meeting. If less than 30% of the company is present, the appeal can be taken to a neutral third party such as the Student Affairs Campus Groups Officer.

10.5 Termination of General Members - Any member of the club who commits an act that negatively affects the interests of the club and its members, including non-disclosure of a significant conflict of interest or providing false information, may be

given notice of removal. The member up for removal shall have the right to defend their actions. A vote will be held at a meeting of Directors and Advisors, and a two-thirds majority vote of the current Advisors present in favor of removal is required. The member will be removed from the club's membership and will lose any privileges associated with being a member of the club. No refunds will be provided to members who are terminated under this clause.

10.6 Any Director may choose to voluntarily leave their post at any time after following the procedure outlined in the Director & Advisor Code of Conduct for resolution of issues leading to their desire to leave their post.

10.7 If a Director drops their position, their assistant will take their position, if they are suitable and willing. If the Director has no assistant, the Directors may call for another round of applications to fill the role, recruit the services of the Advisor overseeing that role for additional assistance, or split the duties between available and willing Directors after discussion of available options.

## **Article XI - Duties of Company Directors**

11.1 It shall be understood that the priority of the Directors is the interests of the Company and its Members as outlined in **Article II**. The Directors may be expected to perform beyond the call of duty and to share duties with other Directors for the success of the Company.

11.2 The Directors and Advisors have the authority to make decisions regarding a member's participation in the Company if they feel that the member is not fulfilling their commitments in the interest of the Company. This is included but not limited to removal of a dancer from the Company.

11.3 The responsibilities of the Creative Director shall encompass but are not limited to the following:

- a) Guiding and overseeing the Company and the Directors in the best interests of the Company and its members.
- b) Design and organization of the overall production of the show in close coordination with the Production Manager and Directors.; including but not limited to Show theme, description, visual branding.
- c) Coordinating meetings with the Directors and ensuring timely completion of assigned duties.
- d) Developing a strategy for the most enjoyable and effective management of the

Company and the Show in keeping with the purposes and objectives of the Company, in conjunction with the Advisors as necessary. This includes, but is not limited to:

- i) removal of a member from the Show.
  - ii) removal of a Member Piece from the Show.
  - iii) facilitating the resolution of any conflicts that may arise between members.
  - iv) adjustment of choreography of a Member Piece.
  - v) adjustment of costume of a Member Piece.
  - vi) adjustment of length of member piece in the interest of the overall length of the Show.
- e) Choreographing the Company piece(s).
  - f) Developing the criteria for Registration Day, Choreographer Auditions, and Membership Piece screening as outlined in **Article V** and **Article IX**.

11.4 The responsibilities of the Administrative Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.
- b) Guiding and overseeing the Company and the other Directors in the best interests of the Company and its members.
- c) Ensuring that club status is maintained by re-applying for status with governing agencies such as University of Toronto Student Union (UTSU) and ULife.
- d) Coordinating meetings with the Directors and ensuring timely completion of assigned duties.
- e) Recording and storing minutes taken at meetings of the Directors and other meetings.
- f) Ensure that Directors prepare transition documents for the following year, in conjunction with the Creative Directors
- g) Maintenance of internal communication within the Company and to governing agencies.
- h) Maintenance of communication with other campus groups as needed in the best interests of the Company and its members, in coordination with the Events Director.
- i) Composing and sending communication notices to the members as well as appropriate replies to mail received at the Company email account.

11.5 The responsibilities of the Marketing Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the

Creative Directors, Production Manager, and other Directors.

- b) Writing and distributing all press communications and special invitations, in conjunction with other Directors as needed (eg. Sponsorship Director).
- c) Coordination and planning of promotional strategies of the Company for recruitment of members and increasing club recognition within the UofT community
- d) Coordination of the distribution of all promotional materials in accordance with the ideas expressed by the Directors in coordination with the Production Manager.
- e) Assisting with the maintenance of the Company web page, Facebook page, Instagram account, and other social media, alongside the Social Media Director

11.6 The responsibilities of the Sponsorship Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.
- b) Development and management of sponsorship in coordination with the Treasurer. This includes but is not limited to: submitting annual applications, signing sponsorship agreements, acting as a liaison between the sponsors and company, ensuring sponsorship deliverables are met, completing reporting requirements, and providing direction for company activities based on sponsor relations.
- c) Coordination of the design of all promotional materials in accordance with the ideas expressed by the Directors, ensuring compliance with the sponsorship requirements.
- d) Liaison with major sponsors.

11.7 The responsibilities of the Production Manager shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors and other Directors.
- b) Management and coordination of the theatre contract.
- c) Appointing and directing the technical and production crew including stage management, set design and construction, lighting, sound, video, photography, crew and ushers, as applicable.
- d) Booking and liaison with the theater for the show.
  - i) Booking and liaison with local venues for the all-company meetings.
  - ii) Management of the design and production of all promotional materials in accordance with the ideas expressed by the Directors, ensuring

compliance with the sponsorship requirements, in coordination with the Marketing Director, Social Media Director, and Sponsorship Director.

- e) Management of the design and production of tickets in coordination with the Treasurer, when necessary.
- f) In the event of a virtual Show, these duties will be shifted as needed to suit the digital format, in coordination with the Creative Directors.

11.8 The responsibilities of the Technique Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.
- b) Organization and execution of weekly company workshops, including both virtual and in-person options. This includes, but is not limited to, developing plans for their own workshops, coordinating and managing guest instructors as needed, attending and hosting all Company workshops, and developing new ideas for expanding the Company's workshop offerings.
- c) Promoting the Company through workshops that are open to Company members and non-members in the community.
- d) Providing feedback on dancer technique to choreographers and performing members during membership piece screening, as requested.
- e) Facilitating the technique development of performing members in a positive and inclusive learning environment.

11.9 The responsibilities of the Treasurer shall encompass but are not limited to the following:

- a) Management of the finances and accounting of the Company.
- b) Drafting of a budget, ensuring income covers expenses and that the budget balances at the end of the term.
- c) Allocation of funds by applying for grants and collecting membership fees, in coordination with the Sponsorship Director
- d) Management of expenses by monitoring spending and reimbursements, and making decisions on priority spending, in consultation with the Finance Advisor.
- e) Development and management of sponsorship in coordination with the Marketing & Sponsorship Directors.

11.10 The duties of the Events Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.

- b) Planning and organizing inclusive social events for the members of the Company that cover a broad spectrum of interests.
- c) Planning and coordinating a cast party for all members of the Company.
- d) Liaison with other campus groups on planning and coordinating collaborative events for members of the Company and the UofT community. Requests for events of this nature will be received by the Administrative Director and forwarded to the Events Director.
- e) Work in close coordination with the Fundraising Director.

11.11 The duties of the Fundraising Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.
- b) Planning and coordinating fundraisers to support operating costs of the Company, such as bake sales, online campaigns, raffles etc.
- c) Liaison with outside businesses to help with fundraising events
- d) Works in close coordination with Events Director and Treasurer

11.12 The duties of the Social Media Director shall encompass but are not limited to the following:

- a) Organization of the overall production of the show in close coordination with the Creative Directors, Production Manager, and other Directors.
- b) Manage the maintenance of the Company web page, Facebook page, Instagram account, and other social media, with assistance from the Marketing Director.
- c) Coordinate the sharing of Company notices through various social media channels.
- d) Create content on a regular basis for the Company social media pages and work to increase followers and build relationships with other pages and profiles.

## **Article XII – Appointment of Assistants**

12.2 Assistant positions will be available in the following areas:

- a. Administration
- b. Marketing
- c. Sponsorship
- d. Production
- e. Technique



- f. Treasurer
- g. Events
- h. Fundraising
- i. Social Media

12.3 Assistants will support and shadow one of the main Directors. They are not required to attend every meeting if the meeting is considered to be low-priority, as decided by the Directors. Assistants may be asked to help other Directors with certain tasks, but will ultimately work almost exclusively with their main Director.

12.4 Applicants can be interviewed and chosen by the Selection Committee or by 3 members of the Company Directors.

12.5 If no qualified persons are available, the positions shall remain vacant.

### **Article XIII – Selection of Directors**

13.1 A selection committee shall be composed of three (3) general members, and one (1) departing Director

13.2 The selection committee shall be formed by sending out an email and getting volunteers.

13.3 The selection committee will be responsible for accepting and reviewing applications from and interviewing all members interested in becoming a Director, or current Directors who seek to return in their position or a different position.

13.4 The selection committee must achieve a consensus on each Director appointment. If the selection committee does not find any of the applicants suitable, the position may remain vacant with a second call for applications announced.

### **Article XIV - Executive Advisory Committee**

14.1 The following positions shall be available and must be ratified by a majority vote of the collective:

- a) One (1) Technique Advisor
- b) One (1) Marketing & Social Media Advisor
- c) One (1) Finance Advisor (and signing authority)
- d) One (1) Events & Production Advisor

e) One (1) Creative & Administrative Advisor (and second signing authority)

14.2 If there is insufficient interest for positions, there must be at least two people elected to the position of Executive Advisor, who will also become the signing authorities for the Company. In the event of a disagreement over a voting matter between the Executive Advisors, the Company can request voting impasse arbitration from Clubs & Leadership Development of Student Life.

14.3 Termination of an Advisor on the basis of not fulfilling their roles and responsibilities and/or not acting in the benefit of the company may be carried out by a meeting of the Directors and Advisors, and an unanimous vote of the other Directors and Advisors. An attempt to appeal the decision may be carried out in a general membership meeting. If less than 30% of the company is present, the appeal can be taken to a neutral third party such as the Student Life Campus Groups Officer.

14.4 Termination of General Members - Any member of the club who commits an act that negatively affects the interests of the club and its members, including non-disclosure of a significant conflict of interest or providing false information, may be given notice of removal. The member up for removal shall have the right to defend their actions. A vote will be held at a meeting of Directors and Advisors, and a two-thirds majority vote of the current Advisors present in favor of removal is required. The member will be removed from the club's membership and will lose any privileges associated with being a member of the club. No refunds will be provided to members who are terminated under this clause.

14.5 Any Advisor may choose to voluntarily leave their post at any time after following the procedure outlined in the Director & Advisor Code of Conduct for resolution of issues leading to their desire to leave their post..

14.6 If an Advisor drops their position, the remaining Advisor(s) will advise on their area of oversight, if they are suitable and willing.

#### **Article XV - Duties of Executive Advisory Committee**

15.1 The role of the Executive Advisory Committee is to primarily represent the voting membership of the Company in issues requiring voted input, and secondarily, to provide assistance and advisory capacity as needed and requested to the Directors, who will be responsible for the day-to-day operations of the Company.

15.2 Executive Advisors will operate in their secondary function to the duty areas specific to their role, but may be asked to advise on other areas as requested or required, depending on which Executive Advisor roles are filled.

- a) The Technique Advisor shall primarily advise the Technique Directors.
- b) The Marketing & Social Media Advisor shall primarily advise the Marketing Director and Social Media Director.
- c) The Finance Advisor shall primarily advise the Treasurer, Sponsorship Director, and Fundraising Director. In addition, the Finance Advisor shall act as the first signing authority for the company, and assist the Treasurer with financial transactions as needed.
- d) The Events & Production Advisor shall primarily advise the Events Director and Production Manager.
- e) The Creative & Administrative Advisor shall primarily advise the Creative Directors and Administrative Director. In addition, the Creative & Administrative Advisor shall act as the second signing authority of the company.

15.3 In the event of a Director leaving their post, a Director requesting assistance with day-to-day operations when an Assistant is not available, or other extenuating circumstances, Advisors may be requested to provide greater assistance to their secondary function. The terms and details of this assistance will be determined through a discussion with the relevant Directors.

## **Article XVI – Term of Office**

16.1 All Directors shall serve a one-year term commencing on or around May 1st.

16.2 All Directors shall re-apply each year, regardless of how many terms they have previously served.

16.3 All Advisors shall serve a one-year term commencing from the date of their election.

16.4 All Advisors shall submit their intention to run in the Advisor election each year, regardless of how many terms they have previously served.

## **Article XVII – Finances**

17.1 The Finance Advisor and secondary signing officer (Creative & Administrative Advisor in the case of a full complement of Advisors) shall have signing authority over

all finances of the Company as per Student Life requirements for dual signing authorities.

17.2 The Treasurer will create and manage the annual Company budget and financial transactions, with participation from the Finance Advisor as needed.

17.2 The Directors, in particular Treasurer, must ensure that there is sufficient funding at the end of the fiscal year to be carried over to the incoming leadership team so that they may have sufficient funding to cover their early-season operating expenses.

17.3 The group's Directors, Advisors, and members may not engage in activities that are essentially commercial in nature. This is not intended to preclude the collection of membership fees to cover the expenses of the group, or of charges for specific activities, programs or events, or to prohibit groups from engaging in legitimate fundraising. However, the group will not have as a major activity a function that makes it an on-campus part of a commercial organization, will not provide services and goods at a profit when that profit is used for purposes other than those of the organization, and will not pay salaries to some or all of its officers.

### **Article XVIII – Arbitration and Settlement of Disputes**

18.1 Should irreconcilable differences arise, and the Directors are unable to reach a consensus in the best interests of the company and its members, the Student Life Campus Groups Officer will be asked to arbitrate, and/or the Advisors shall be asked to vote on potential solutions by anonymous means, depending on the severity of the issues and the level of comfort of the Advisors to vote on such matters.

18.2 The member must have the right to an appeal before the general membership, and the majority vote of the general membership will have the final say on the matter.

18.3. If any Directors are approached with a dispute, they must refer it to the Creative Directors. If the Creative Directors are unable to resolve the dispute or it becomes a voting issue, the Creative Directors will bring it to the Advisors for resolution as outlined in 18.1.

18.4 A copy of the Constitution must be made available to the Company Members in order to ensure that they have access to Company procedures, rules, and guidelines.

## **Article XIX – Constitutional Amendments**

19.1 Amendments to this document can be made following a meeting of the members of the Company, which may be virtual or in-person.

19.2 Any amendment may be tabled by any member of the Company.

19.3 Any members of the company may propose and vote on amendments to this constitution. The Directors will administer the process of having amendments discussed at general meetings.

19.4 An amendment can be ratified by a two-thirds vote of the members present at the meeting.

19.5 A vote to amend the constitution shall be made by ballot or other anonymous method and should not be made by a showing of hands or other non-anonymous method.

19.6 The Directors shall formally adopt the new constitution and submit the revised constitution to the respective University offices (i.e. The Office of Student Life, The University of Toronto Students' Union, etc.) within two (2) weeks of its approval by general members.

## **Article XX – Meetings**

20.1 At least one general meeting of all members shall be held each academic year.

20.2 A meeting of the general members shall be called with at least two weeks notice to the members.

20.3 Any member of the Directors or Advisors may call a meeting of the members and give notice of said meeting to the members.

20.4 Director meetings shall be held at least once per month, or as often as deemed necessary by the Directors.

20.5 Meetings with the Directors and choreographers must be held at least once per semester.

20.6 Any Director may call a meeting of the Directors and give notice of said meeting to the Directors.

### **Article XXI – Member Code of Conduct**

21.1 All members of the company are expected to behave in a non-discriminatory manner or they may be asked to leave by the Directors. There will be a zero-tolerance policy for discrimination or harassment based on dance style, dancers' ability, personal traits and characteristics, sexuality, gender, ethnicity, or other aspects of the identity of members. All Company members are expected to sign and adhere to a Member Code of Conduct.

21.2 All members of the company are expected to be respectful to choreographers, performing members, and the Directors and Advisors.

21.3 All performing members are expected to commit to and attend all rehearsals to the best of their ability. They will need to notify their choreographers in advance, if at all possible, of absences due to illness or other extenuating circumstances. They will be responsible for making arrangements and putting in the effort to learn missed choreography. Should a performing member have missed so many rehearsals as to cause concern for their performance readiness or safety of themselves and/or others, choreographers may remove a performing member from the piece after consultation with and permission from the Creative Directors. When removing a dancer from a piece, choreographers shall not violate any guidelines as outlined in **Article II**.

21.4 All members of the company are required to help sell tickets for the end of the year show. The exact number of sales per member is determined on a yearly basis.