

## **Article I: Name of Organization**

1.1 The official name of the organization will be RISE DANCE COMPANY, a student group at the University of Toronto Scarborough.

1.2 RISE DANCE COMPANY may be referred to by the acronym RDC.

## **Article II: Purpose**

2.1 The purpose of RISE DANCE COMPANY will be to allow dancers to continue their passions in a positive, safe, and artistic environment, while participating in performances and dance competitions.

2.2 RISE DANCE COMPANY will enhance the educational, recreational, artistic, social, or cultural environment of the University of Toronto Scarborough by dancing in an encouraging atmosphere through weekly rehearsals and dance performances.

2.3 RISE DANCE COMPANY fundamentally serves a non-profit function within the University of Toronto Scarborough, and will not engage in activities that are essentially commercial in nature.

2.4 RISE DANCE COMPANY operates as an independent entity working within the University of Toronto Scarborough community subject to the values and policies of the University.

## **Article III: Membership**

3.1 Membership in RISE DANCE COMPANY is open to all University/College students and across Ontario, the age of 17 or older.

3.1.2 The process to become a member of RISE DANCE COMPANY is as follows:

3.1.3 Students must audition in front of a panel of previously established RISE DANCE COMPANY members approved by the President. Students will be evaluated based on technique, performance quality, and overall skill. If accepted, the student

may become a member of RISE DANCE COMPANY.

Furthermore, RISE DANCE COMPANY is also open to students who may have graduated from university/college.

3.1.4 Additionally, RISE DANCE COMPANY allows dancers to audition/join who are not attending University/College, but are looking to pursue the art of dance as a hobby.

3.1.5 If admitted to RISE DANCE COMPANY, RISE DANCE COMPANY will collect a mandatory, non-refundable membership fee from each member each year. This fee will contribute towards funding for entering dance competitions and/or doing performances. Any other sort of fundraising done by RISE DANCE COMPANY will be put towards the funding of the team for entering dance competitions, dance performances, purchasing dance costumes, and/or any other purchase benefiting the overall team.

3.1.6 RISE DANCE COMPANY will construct a document that must be signed each season by each member, which outlines the rules, regulations, and expectations of the team as agreed upon by the Executive Team, consistent with the club constitution. Failure to comply with the expectations of the document may result in the removal of membership from the team.

3.1.7 If an already active member of RISE DANCE COMPANY is to become a part of the Executive Team, such member must be approved by the existing Executive Team.

3.2 The term of membership recognized by the University for RISE DANCE COMPANY will be from September 1 – August 31 each year. Each year the team may apply for renewal from the University.

3.2.1 Members of RISE DANCE COMPANY may only be a part of/participant in the team under the agreement that they are available for the entire duration of the season, between September to August.

3.2.2 Members of RISE DANCE COMPANY are only able to be

exempt from participation in university events/competitions/practices if they have one-year previous experience as a member and notify the Executive Team that they will not be available for the duration stated above by the 15<sup>th</sup> of October within the same season. Or, if the Member sustains an injury that renders them physically unable to perform.

3.3 Each University of Toronto student member shall be afforded the following rights through membership in Rise Dance Company;

3.3.1 The right to participate and vote in group elections and meetings;

3.3.2 The right to communicate and to discuss and explore all ideas;

3.3.3 The right to organize/engage in activities/events that are reasonable and lawful;

3.3.4 The right to freedom from discrimination on the basis of sex, race, religion, or sexual orientation;

3.3.5 The right to be free from censorship, control, or interference by the University on the basis of the organization's philosophy, beliefs, interests or opinions unless and until these lead to activities which are illegal or which infringe on the rights and freedoms already mentioned above;

3.3.6 The right to distribute on campus, in a responsible way, published material provided that it is not unlawful;

3.4 Each member shall possess the following responsibilities relative to participation in Rise Dance Company:

3.4.1 Support the purpose of the organization;

3.4.2 Uphold the values of the organization;

3.4.3 Contribute constructively to the programs and activities offered by the organization;

3.4.4 Attend general meetings;

3.4.5 Abide by the constitution and subsequent official organizational documents;

- 3.4.6 Respect the rights of peers and fellow members;
- 3.4.7 Abide by University of Toronto policies, procedures, and guidelines;
- 3.4.8 Abide by the Laws of the Land, including but not limited to the Criminal Code of Canada.
- 3.6 RISE DANCE COMPANY values and respects the personal information of its members. RISE DANCE COMPANY secures its member's information at all times and will not supply names or other confidential information to third-parties.
- 3.7 RISE DANCE COMPANY will protect the privacy of member information and must use it only for the delivery of service and not for commercial gain.

#### **Article IV: Executive**

- 4.1 The main executive of the organization is the President.
- 4.2 The President is the official spokesperson of the organization and provides direction for all components of the organization in a manner consistent with the organization's constitution and policies.
- 4.3 University of Toronto Scarborough students who are not/no longer a member of RISE DANCE COMPANY are not eligible for any executive positions.
- 4.4 The President of RISE DANCE COMPANY shall be in charge of overseeing all club activities, including event planning and execution, member services, booking/organizing dance competitions and performance dates and times, annual Co-Curricular Record recognition, and booking dance studio space in the Pan-am or other spaces, for practices.
- 4.5 If the President of RISE DANCE COMPANY chooses to end their term, they must ensure that the Executive Team is properly trained to ensure club longevity.
- 4.6 The term of the President will last from May 1 following their appointment to April 30 of the following year.
- 4.7 The President of the organization may resign; as long as

there is another team member able to take their place. The new President must be voted into the position by the other team members.

4.8 Other Executive positions within RISE DANCE COMPANY can only be held by University of Toronto students, regardless of the campus (University of Toronto Scarborough, University of Toronto St. George, and University of Toronto Mississauga) that they attend. Additionally, all Executive members must be a member of RISE DANCE COMPANY for one season prior to becoming an Executive.

4.9.1 All Executives must sign a contract prior to their term. The contract outlines the rules, regulations, and expectations of the team as agreed upon by the President, consistent with the club constitution. Failure to comply with the expectations of the document may result in the removal from the Executive Team, or RISE DANCE COMPANY as a whole.

4.9.2 If a previous President chooses to remain as an alumni member of RISE DANCE COMPANY, they must receive permission from the Executive Team.

4.10 All Executive positions will be responsible for constructing and submitting their own positions to the Co-Curricular Record for verification each year, after being approved by the President. Furthermore, the entire Executive Team must be present for all three Co-Curricular Record validation meetings. Failure to do so may result in expulsion from the Executive Team, or RISE DANCE COMPANY as a whole.

4.11 Any vacancy of the President shall be filled by another executive committee member appointed by a simple and clear majority of the executive committee until such a time where a by-election is held, a permanent appointment occurs, or a hiring process is conducted.

## **Article V: Removal of Members and Executives**

5.1 Any member of the club who commits an act negatively

affecting the interests of the club and its members, including non-disclosure of a significant or continuing conflict of interest, inconsistent attendance at practices, violation of signed documentation, or inability to meet fee deadlines may be given notice of removal.

5.2 Additionally, if a member or the executive has engaged in unlawful actions or activities, has violated the constitution or violated University of Toronto policies, procedures, or guidelines,

violated the rights of a fellow member, and/or not fulfilled their organizational responsibilities, they may be given notice of removal from RISE DANCE COMPANY.

5.2.1 If an Executive does not complete criteria outlined by their position on the Co-Curricular Record in a timely manner, or does not attend meetings concerning Co-Curricular Record validation, this may result in their removal from the Executive Team.

5.2.2 The Executive may also be subject to removal from RISE DANCE COMPANY if such offense is deemed severe enough by the Executive Team.

5.3 A vote will be held at a general meeting, and a majority vote in favor of membership removal is required. Before the votes are casted, the member has the right to an appeal stating their case as to why they should not be removed.

5.4 The member will be removed from the club's membership and will lose any privileges associated with being a member of the club, including the eligibility of being a member of the Executive Team.

5.5. The member that will be removed from the club's membership will not be refunded any previous fees paid, including competition fees and membership fees.

## **Article VI: Finances**

6.1 The Finance Team is composed of Finance Associates.

6.2 The Finance Team shall keep records of all income and expenses, and keep the President informed of all income and expense related matters. The Finance Team shall present the group's financial health at the annual general meetings. The Executive Committee will vote on expenditures of over \$100.00 by majority vote at an executive meeting.

6.3 [OBJ] The group's executive or 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.

6.4 The money collected from the membership fee for joining RISE DANCE COMPANY and any form of fundraising shall be put towards club expenses, including dance competitions and/or performances, costumes, events, teamwear, etc.

6.4.1 Due to the nature of RISE DANCE COMPANY activities, all fees including competition, costume, teamwear, and accommodation fees are non-refundable regardless of a membership termination or withdrawal from RISE DANCE COMPANY. This is to ensure that RISE DANCE COMPANY maintains a strong professional relationship with relevant businesses that RISE DANCE COMPANY relies upon for club activities, including teamwear vendors and competition organizers.

6.5 The Finance Team shall present a proposed operating budget for the next fiscal year to the general membership for its consideration at the final general meeting.

6.6 The operating budget shall be the major budget for the fiscal

year and provide for all expenditures of the organization for the subsequent year.

6.7 The operating budget shall be approved by a majority vote of the general members present and voting at a valid general meeting.

6.8 The banking business of the organization, or any part thereof, shall be transacted with such bank, trust company or other firm or body corporate as the Executive may designate, appoint or authorize from time to time and all such banking business, or any part thereof, shall be transacted on the organization's behalf by one or more Officers or other persons as the Executive may designate, direct or authorize from time to time and to the extent thereby provided.

6.9 Select members of the Finance Team, and only in special circumstances they shall be the sole signing authorities of banking instruments for the organization.

6.10 The Finance Team will ensure that proper and accurate financial records are maintained and passed on to incoming executives following each year's elections.

6.11 The Finance Team will accept full financial and production responsibility for all activities it sponsors, plans, or executes.

## **Article VII: General Meetings**

7.1 The group shall hold general meetings at least twice per year, i.e. once per academic term. The President will announce these dates two weeks prior to holding any meetings.

7.2 General meetings are intended to go over the group's annual activity plan, financial health, solicit feedback from members, propose or vote on constitutional amendments, if any, also schedule availability of team members for dance competitions and/or performances will be discussed.

7.3 The procedure at meetings of members shall be governed in accordance with the process outlined in Appendix A.

7.4 There shall be a minimum of one (1) general meeting held



each month. The date of each subsequent general meeting will be confirmed at the preceding general meeting and will be reiterated to members via email a minimum of two (2) calendar days prior to the meeting.

7.5 General meetings may be called to order by the President, through a petition signed by three (3) executive members, or by a petition signed by five (5) non-executive general members.

7.6 General meetings are open to registered members of the organization only. Quorum will first be established by the presence of a simple and clear majority of the executives.

7.7 For quorum to remain valid, the number of non-executive general members present at a general meeting must exceed the number of executives present at all times.

7.8 All executives are expected to make brief progress reports on their activities at every general meeting.

7.9 Minutes of all general meetings must be recorded and maintained for reference purposes.

7.10 Members must contact the Chairperson a minimum of 48 hours before a general meeting to inform them of new business they wish to discuss. The Chairperson will then add the discussion item to the agenda.

7.11 Each member of the organization shall be entitled to one (1) vote at a general meeting except the Chairperson who shall only vote in the event of a tie.

7.12 Any question at a valid general meeting shall be decided by a show of hands.

7.13 Whenever a vote by show of hands occurs, a declaration by the chairperson that the vote upon the question has been carried, carried by a particular majority, or failed shall be recorded in the minutes of the meeting.

7.14 In case of an equality of votes at a valid general meeting, the Chairperson of the meeting shall have the deciding vote.

7.15 The Chairperson presiding over a meeting of members may, with the consent of the majority of members, decide to

adjourn these meetings from time to time.

### **Article VIII: Executive Meetings**

8.1 The President may call for an emergency meeting in the case of unforeseen circumstances that may arise from time to time.

8.2 There must be 24-hour notice given to team members for emergency meetings.

8.3 There shall be a minimum of one (1) executive meeting held every month during the period September 1 to April 30. The date of each subsequent executive meeting will be confirmed at the preceding meeting and will be reiterated to executives via email a minimum of two (2) calendar days prior to the meeting.

8.4 The frequency of executive meetings occurring between May 1 and August 31 will be left to the discretion of the executive committee.

8.5 Executive meetings may be called to order by the President or through a petition signed by three (3) executive members.

8.6 Executive meetings are restricted to executive members only. Quorum will be established by the presence of a simple and clear majority of the total executives for the organization.

8.7 Minutes of all executive meetings must be recorded and maintained for reference purposes.

8.8 Executives must notify the President a minimum of six (6) hours before an executive meeting to inform them of new business they wish to discuss. The President will then add the discussion item to the agenda.

8.9 Each executive member of the organization shall be entitled to one (1) vote at a valid executive meeting.

8.10 Any question at an Executive Meeting shall be decided by a show of hands.

8.11 Whenever a vote by show of hands occurs, a declaration by the President that the vote has been carried, carried by a particular majority, or failed shall be recorded in the minutes of

the meeting.

8.12 In case of an equality of votes at an Executive Meeting, the motion will be recorded as having failed.

8.13 The President may, with the consent of the majority of executives, decide to adjourn these meetings from time to time.

### **Article VIII: Emergency Meetings**

9.1 Emergency meetings can be called for extenuating or unforeseen circumstances that may arise from time to time.

9.2 These meetings must abide the respective rules outlined in sections VII and VIII depending on the nature of the meeting.

9.3 Notice of these meetings must be provided a minimum of 24 hours in advance through email.

9.4 Less notice for emergency meetings may be provided at the discretion of the President in agreement with a minimum of five (5) general members.

### **Article X: Executive Selection**

10.1 Executive selection will be held prior to April 30th each year.

10.2 Candidates for executive positions shall be selected through existing, active RISE DANCE COMPANY members that qualify a set of minimum qualifications for holding a particular position as outlined by criteria in Co-Curricular Record listings. These qualifications will be established by the outgoing Executive Team each year prior to the commencement of the executive selection period.

10.3 After the Executive Team constructs a list of members who wish to fill an executive position, the outgoing President shall select members they believe will qualify for the executive position.

10.4 Once these members are selected, they will be admitted on a trial basis, allowing RISE DANCE COMPANY members to determine if the position requirements are being conducted in a

productive manner.

10.5 If the Executive Team agrees via a democratic election, such that a majority vote is achieved where it is determined that such a position is fulfilled in a successful manner, the member will be admitted to an executive position. If not, the process of executive selection will restart until the position is filled.

10.6 Non-UofT members may not nominate or vote in elections. Therefore, all executive positions must be held by University of Toronto students.

10.7 However, all members of the RISE DANCE COMPANY may vote in standard decision makings at general meetings, this may be regarding decisions surrounding the planning of the team, such as dance competitions/performances, number of dances, which style of dances shall be performed, etc.

### **Article XI: Amendments**

11.1 Any registered U of T members may propose and vote on amendments to this constitution. The Executive Committee will administer the process of having amendments discussed at general meetings.

11.2 Constitutional amendments shall require a 2/3 majority to be passed at Annual General Meetings by registered U of T members in attendance.

11.3 The President shall formally adopt the new constitution and submit the revised constitution to the respective University offices (i.e. The Department of Student Life) within two (2) weeks of its approval by general members.

### **Article XII: Transition**

12.1 All outgoing executives are required to transfer all organizational resources used relative to a particular role over the course of the preceding year to new executives upon leaving the position.

12.2 All outgoing executives are responsible for providing a

detailed report to incoming executives that stipulates the status of ongoing projects in their portfolio and evaluations of previous projects and programs that they lead.

12.3 All outgoing and incoming executives will participate in a joint training session occurring no later than the end of May each year to assist with the transition between new executive teams.

### **Article XIII: Emergency Powers**

13.1 In the case of extenuating circumstances, the executives shall be afforded the ability to act without direction from the organization's members.

13.2 An extenuating circumstance is defined as any instance that may jeopardize the immediate functioning of the organization including but not limited to: executive vacancies, unexpected cancellations, removal from position, or lack of response from members.

13.3 Emergency powers may only be used for such a period of time as is needed to address an extenuating circumstance.

13.4 General members have the ability to remove emergency powers where appropriate through submission of a signed petition from at least 10% of the entire general membership.

### **Article XIV: Food Handling on Campus**

14.1 RISE DANCE COMPANY will conform to Provincial and Municipal Health Regulations when events which include the sale and/or service of food products are held on the University of Toronto Scarborough campus.

### **Article XV: Precedence of University Policies**

15.1 RISE DANCE COMPANY will abide by all pertinent University of Toronto policies, procedures, and guidelines. Where the University's policies, procedures, and guidelines conflict with those of RISE DANCE COMPANY, the University's

policies, procedures, and guidelines will take precedent.

### **Article XVI: Legal Liability**

16.1 The University of Toronto Scarborough does not endorse RISE DANCE COMPANY'S beliefs or philosophy nor does it assume legal liability for the group's activities on or off campus.

### **Article XVII: Banking**

17.1 RISE DANCE COMPANY agrees to provide the name of the bank, the branch number and address, transit number, bank account number, and a list of all signing officers for all bank accounts opened in the organization's name to the Department of Student Life, University of Toronto Scarborough.

17.2 All money collected from team member's admission fee, as well as any other money collected from fundraisers for the team will go towards the benefit of the team and be saved in the RISE DANCE COMPANY bank account. No money collected will be used for personal gain or profit.

17.3 The Finance Team shall keep a documented record of all banking transactions.

## **Appendix A: General Meeting Rules of Order**

### I. Call to Order

1. The Chairperson may call the meeting to order only if a quorum of executives and non-executive general members is present in person. If a quorum does not exist, the meeting is not qualified to conduct business. A general member may not appear by proxy or mail ballot.

2. The meeting must be open to all applicable general members. General members must receive notice of the meeting in accordance with, the constitution.

### II. Review of the Agenda

1. The first draft of the agenda is prepared by the chairperson prior to the meeting. Agenda items should ordinarily appear in the order set forth in these rules of order.
2. The agenda belongs to all general members. The agenda may be modified only by a majority vote. This power should only be used when necessary as proper functioning of meetings and the organization requires advance planning.
3. At this point in the agenda, general members may add or delete items from the agenda and may change the order of presentation.
4. When possible, changes to the agenda should be done by acquiescence of all general members. Formal voting on the agenda is only necessary where it appears to the chairperson that there is a disagreement.

### III. Approval of Previous Minutes

1. The minutes need not be read aloud but they should be entered into the organization's official minute ledger upon approval by the general membership.
2. The minutes are prepared by either the secretary or some other individual appointed by the general membership to act as recording secretary. Any general member may suggest changes to the minutes before the general membership adopts them. The suggested changes should be set forth in the minutes for the record, and then the general membership should adopt or reject such changes.
3. Minutes should state precisely each motion considered by the general membership, and identify the general members voting in favor, against, or abstaining, and whether the motion was carried. Minutes need not reflect the comments made except in those instances when the member desires to make his/her comments recorded.
4. When possible, changes to the minutes and adoption of the minutes should be done by acquiescence of all general

members. Formal voting on the minutes is only necessary where it appears to the Chairperson that there is a disagreement.

#### IV. Executive Reports

1. Executives may report their findings or recommendations to the general membership at this point of the agenda.
2. The full report should be presented and then general members, in turn, may ask questions or comment. It is not appropriate to make motions or discuss items of business during this portion of the meeting.

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3. This time should also be used for any presentations to be made to the general membership.

#### V. Open Forum

1. It is the custom and practice of most organizations to allow general members an open forum to ask questions and speak about their concerns to an executive after a report has been provided.
2. Strict time limitations should be imposed by the Chairperson and these limitations must be enforced. Each general member should address the Chairperson regarding an issue and must speak courteously and to the point.

#### VI. Old and New Business

1. All items that were tabled during previous meetings must be revisited during the business portion of the agenda occurring after executive reports.
2. The general membership may vote to postpone consideration of any old business or it may remove any item from consideration.
3. Except in the case of emergency business, all new items of business are heard only after all of the old items have been addressed by the general membership.



4. All business must be conducted in the form of motions or resolutions adopted by a vote of the general membership.

## VII. Motions and Deliberations

1. When an item of business is to be discussed, the Chairperson announces the item to be discussed and opens the floor to discussion.

2. No general member may speak until recognized by the Chairperson. No general member may interrupt the speaker who has the floor.

3. The Chairperson may impose reasonable time limitations. All time limitations must be uniformly imposed upon all of the general members. The speaker shall be given a one-minute warning before time runs out. By vote of a majority of the general membership, time limits may be extended.

4. The Chairperson is to recognize each general member in turn. Discussion shall be limited to the item of business at hand, and the Chairperson shall have the authority to take the floor from a speaker who does not limit discussion to the item of business at hand.

5. No general member may speak to an issue for a second time until all other general members have had the opportunity to speak to it for the first time. Likewise, no general member may speak to an issue for a third time until all other general members have had the opportunity to speak to it for a second time.

6. When it appears to the Chairperson that all general members have had the opportunity to fully discuss the matter at hand, the Chair should announce that the item of business is ready for a vote.

## 11 VIII. Voting

1. There are 3 basic motions for each item of business:

A motion to adopt a specific action by the board.

A motion to postpone the item to another meeting (including

fact-finding assignments to a person or committee).

A motion to remove an item from consideration

2. The general membership is limited to discussing one item of business at a time, but there are no limits to the number of motions that may be considered as to how to dispose of that item of business.

3. After the general membership has had the opportunity to discuss each motion presented for consideration, the Chairperson will call each motion presented to a vote.

4. The fact that a motion has been adopted or failed does not prevent the item of business from being added to the agenda in the future and all motions may be reconsidered at any time by the general membership.