

# **ONLY HUMAN DANCE COLLECTIVE CONSTITUTION**

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## **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”.

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

1.4 Executive Committee – (hereinafter referred to as the “Executive”) members who are appointed to administrative 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. Event Management Convenor(s)
9. Fundraising Convenor

1.5 Registration Day – An annual event held for two days where company members may register to be a part of the club for the season and where company members are able to try out different dance styles, levels, and sign up for Company pieces and Membership pieces.

1.6 Membership – Membership to the group is open to all the University of Toronto members (students, staff, faculty, and alumni) and non-UofT members. All paying members are permitted to run, nominate, and vote in elections and constitutional amendments. Members must register with a designated executive by submitting their full name and a valid email address.

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 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 Performing Members – any member of the Company 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.

1.10 Selection Committee – A group of members chosen annually for the purpose of interviewing and assigning interested members to the incoming Executive Committee.

1.11 Voting Members – includes students, staff, faculty, and alumni of the University of Toronto.

1.12 Non-Voting Members – members of the community at large.

## **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 and with the wider 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***

Performing members are required to pay a nominal fee of \$80 to participate in the Company. The fee must be paid by the first company day, Preview Day in November, otherwise after the fee increases to \$90 up to and including Dec. 1st, and then to \$100 thereafter.

The \$80 membership fee allows each dancer to join as many pieces as they would like, and includes a copy of the annual DVD for free (additional copies available for purchase at cost), 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 certain company events and socials, and free weekly 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.

Reimbursement for guest passes will be determined on a yearly basis by the Treasurer, in conjunction with the executive, 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***

Non-performing members participating in the workshop tier are required to pay a nominal fee of \$40. The fee must be paid in full on or before the first workshop after

Thanksgiving. If payment is not received by this date, entry to subsequent workshops can be refused.

The \$40 fee allows members to attend all weekly 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.

3.2 The Executive understand that these fees can pose barriers to certain members, and have taken steps to address these barriers. The company offers two guaranteed (2) performance membership bursaries and two guaranteed (2) workshop 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 Executive, the Treasurer can discuss installment options, fees reductions, or waiver of late payment penalties 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.

3.3 Fees shall be used for operating costs of the Company and toward 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 Executive.

#### **Article IV – Workshops**

4.1 Dance or movement workshops will be held on a regular basis, as determined by the Executive.

4.2. Performing members will be required to attend at least one workshop over the course of one year, but are highly encouraged to attend at least one per semester.

4.3 Workshops are to be open and free to all paying members, and for a nominal fee for non-members in the community, to be determined by the Executive. 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.

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 to attend the scheduled Choreographer Auditions, that member may submit a video to the Executive instead.

5.3 Registration Day

- a) Registration Day shall be held in the first semester at least once.
- 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 attend the scheduled Registration Day, that member may contact the Executive 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 Executive. The Executive shall jointly participate and aid in hosting Registration Day.

#### 5.4 Preview Day

- a) Preview Day shall be held in the first semester for one day.
- 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 for one day.
- 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 for one day.
- 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 Executive 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 Executive.

7.3 The Executive shall facilitate communication between the Executive and the Choreographers. It is the responsibility of both the Executive 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).

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 V**.

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 Executive.

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

9.1 Membership Pieces shall be screened prior to the Show by the 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 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 the other aspects of the identity of members.

9.4 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 – Executive Committee**

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

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

10.2 If there is insufficient interest for positions, there must be at least three persons appointed by the Selection Committee to position of Creative Director, Production Manager, and Treasurer.

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

10.4. Termination of an Executive 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 and unanimous vote of the other Executives. 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 Any executive member may choose to voluntarily leave their post at any time.

10.6 If an Executive drops their position, their assistant will take their position, if they are suitable and willing. If the Executive has no assistant, the Executive may call for another round of applications to fill the role.

## **Article XI - Duties of Executive**

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

11.2 The Executive has 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 Show.

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

- a) Guiding and overseeing the Company and the Executive 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 Executive.
- c) 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. 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.
- d) Choreographing the Company pieces.
- e) 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:

- a) Organization of the overall production of the show in close coordination with the Producer and other Executive.
- b) Guiding and overseeing the Company and the other Executive 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 Executive and ensuring timely completion of assigned duties.
- e) Recording and storing minutes taken at meetings of the Executive and other meetings.
- f) Ensure that Executives prepare transition documents for the following year.
- 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 Management Convenor.
- 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:

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive members.
- b) Writing and distributing all press communications and special invitations.
- 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 Executive in coordination with the Production Manager.
- e) Overseeing and delegating maintenance of the Company web page, Facebook page, Instagram account, and other social media.

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

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive members.

- 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 Executive, ensuring compliance with the sponsorship requirements.
- d) Overseeing and delegating maintenance of the Company web page, Facebook page, Instagram account, and other social media.
- e) Liaison with major sponsors.

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

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive.
- b) Management 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.
- 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 Executive, ensuring compliance with the sponsorship requirements, in coordination with the Marketing Director and Sponsorship Director.
- e) Management of the design and production of tickets in coordination with the Treasurer, when necessary.

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

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive members.
- b) Organization and execution of company workshops.
- 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

- 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:

- 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 Executive.
- e) Development and management of sponsorship in coordination with the Marketing & Sponsorship Director.

11.10 The duties of the Event Management Convener shall encompass but are not limited to the:

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive members.
- 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. Events of this nature will be received by the Administrative Director and forwarded to the Event Management Convener.
- e) Works in close coordination with Fundraising Convener

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

- a) Organization of the overall production of the show in close coordination with the Directors and other Executive members.
- b) Planning and coordinating fundraisers to support operating costs of the Company, such as bakes, online campaign, raffles etc.
- c) Liaison with outside businesses to help with fundraising events
- d) Works in close coordination with Event Management Convener and Treasurer

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

12.1 All assistants are U of T members.

12.2 Assistant positions will be available in the following areas:

- a. Administration
- b. Marketing
- c. Sponsorship
- d. Production
- e. Technique
- f. Treasurer
- g. Event Management
- h. Fundraising

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

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

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

## **Article XIII – Selection of Executive Committee**

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

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 an Executive member, or current Executive members who seek a different position within the Executive.

13.4 The selection committee must achieve a consensus on each Executive member selection. If it fails to do so, the selection of new Executive shall be decided by a 2/3 vote of members who attend an additional general meeting to be called by the selection committee.

13.5 The candidate with the most votes shall be elected to that position.

#### **Article XIV – Term of Office**

14.1 All Executive shall serve a one-year term commencing on May 1st.

14.2 All Executive members shall re-apply each year, regardless of how many terms they have previously served.

#### **Article XV- Committees**

15.1 An Executive member may establish a committee as he or she deems necessary and may delegate their authority to committee members.

15.2 The members of a committee are appointed by the Executive member from the membership of the Company and shall serve on said committee until the completion of that term.

#### **Article XVI – Finances**

16.1 The Administrative Director and the Treasurer shall have signing authority over all finances of the Company.

16.2 The Executive committee must ensure that there is sufficient funding at the end of the fiscal year to be carried over to the incoming executive so that they may make a theatre deposit and book rehearsal space for the following year.

16.3 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.

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

17.1 Should irreconcilable differences arise, and the Executive are unable to reach a consensus in the best interests of the company and its members, the Student Affairs Campus Groups Officer and the company membership shall be asked to vote on potential solutions by anonymous means.

17.2 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.

17.3 Disputes may only be settled by the Creative Directors, not any other members of the Executive. If any Executives are approached with a dispute, they must refer it to the Creative Directors.

17.4 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 XVIII – Constitutional Amendments**

18.1 Amendments to this document can be made following a meeting of the members of the Company.

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

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

18.4 An amendment can be ratified by a two third vote of the members present at the meeting.

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

18.6 The Executive Committee 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 XIX – Meetings**

19.1 At least one general meeting of all members shall be held each academic semester.

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

19.3 Any member of the Executive of the Executive may call a meeting of the members and give notice of said meeting to the members.

19.4 Executive Meetings shall be held at least once per month.

19.5 Meetings with the Executive and choreographers must be held at least once per semester.

19.6 Any Executive member may call a meeting of the Executive and give notice of said meeting to the Executive.

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

20.1 All members of the company are expect to behave in a non-discriminatory manner (incudes antiracism, LGBTQ friendly etc.), or they may be asked to leave by the Executive.

20.2 All members of the company are expected to be respectful to choreographers, performing members, and the Executive.

20.3 All performing members may have up to two (2) unexcused absences, with up to four (4) total absences (this can also mean 4 excused absences). Whether an absence is unexcused or excused is at the discretion of the choreographer, who must make their absence policies clear during the first rehearsal and afterwards through other forms of communication, such as email. Should a performing member exceed a total of four (4) absences or three (3) unexcused absences, choreographers may remove a performing member from the piece after consultation

and permission from the Creative Directors. When removing a dancer from a piece, choreographers shall not violate any guidelines as outlined in **Article II**.

20.4 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.