

November 17, 2018

## St. John's Pride Inc. By-Laws

### Preamble

The title of this Organization shall be St. John's Pride Inc.. (St. John's Pride).

This document is the general By-laws of St. John's Pride Inc. These by-laws regulate the transaction of business and affairs of St. John's Pride Inc.

### Interpretation

In these by-laws, unless the context otherwise requires:

- a) "Corporation" refers to St. John's Pride Inc.;
- b) "Board Members" refers to the Board Members of St. John's Pride;
- c) "Membership" refers to members in good-standing registered with the Corporation;
- d) "Our Communities" or "Community" refers to the gender and sexual diversities including but not limited to the lesbian, gay, bisexual, trans, two-spirit, asexual, and queer communities.
- e) "AGM" refers to the Annual General Meeting;
- f) "Simple majority" refers to a fifty-one (51) percent majority of the votes cast by the eligible voting members that are in attendance at a meeting when a vote is called;
- g) 'Bad Faith' refers to acting against the will of the Board, or of the Membership, or acting outside one's role within Board Structure.

# 1 Purpose, Mandate, and Mission

- 1.1 St. John's Pride Inc. is a voluntary, not-for-profit Organization incorporated under the Registry of Companies of Newfoundland and Labrador to provide an opportunity for our communities and their allies to celebrate and advocate for their culture, heritage and diversity, and rights
- 1.2 The purpose of the Organization shall be carried out not for financial gain, but rather promote the Organization's purpose.
- 1.3 St. John's Pride's purpose is to provide advocacy through education and visibility events, products, and resources and to coordinate and execute an annual Festival and other year-round events to celebrate and showcase the diversity of our communities in and around St. John's.
- 1.4 Limitations of corporate activity as stipulated in the Articles of Incorporation:
  - 1.4.1 This company will not endorse or accept donations from registered Political Parties or registered Political Candidates.
  - 1.4.2 This company will not endorse registered Religions.
  - 1.4.3 This company will not directly provide formal medical or legal advice to members of the general public.
- 1.5 Legal requirements for non-profits as per provincial law:
  - 1.5.1 The Corporation has no authorized share capital.
  - 1.5.2 The Corporation is not to be carried on with pecuniary gain to its members.
  - 1.5.3 Any profits or other accretions are to be used only in furthering its undertaking.
  - 1.5.4 Upon the incorporation of the Corporation, each first director becomes a member thereof.
  - 1.5.5 Upon dissolution of the Corporation and after payment of all of its debts and liabilities, all remaining property shall be distributed or disposed of to organizations in the Province, the undertaking of which is charitable or beneficial to the community.
  - 1.5.6 The Board of Directors shall have full control and responsibility for the Corporation, its business, its membership, and its internal functioning notwithstanding provisions made forthwith.

## 2 Board Constitution

The constitution of the board reflects the intention for lateral decision-making practice and equitable distribution of power and privileges.

2.1 The board shall be comprised of 3 Co-Chairs [Internal, External, Finance] and 6 Directors at Large.

2.1.1 **Co-Chair Internal** oversees the administrative functioning of St. John's Pride as a corporate entity. This includes but isn't limited to filing, paperwork, grants, and legal requirements. Some of the expected duties, rights and responsibilities of this Co-Chair are:

- *serve a two (2) year term (notwithstanding removal or voluntary leave) in tandem with the other co-chairs, ensure the productivity of the Board*
- *partner with, encourage, and when necessary assist and be assisted by two (2) Directors-at-Large with their portfolios*
- *act as the primary contact for the Registry of Companies and with other governing bodies (e.g.: the City of St. John's) to ensure the Corporation is in good standing*
- *act as the primary enforcer of the By-Laws of the Corporation and regularly review the By-Laws for potential amendments to improve Board functionality*
- *take minutes or delegate minute-taking and ensure that proper minutes (including all motions, votes and resolutions) are being taken during meetings*
- *prepare action items for each Board member at the end of each meeting reflective of the tasks assigned to them that meeting (i.e.: "to-do lists")*
- *publish minutes in accordance with the By-Laws*
- *act as a facilitator or delegate facilitation to a suitable candidate within the Board to assure productive, synergetic meetings*
- *prepares general meeting agendas with input from other Board members*
- *ensures that all board business is documented in some fashion (preferably electronic and paper-trail copies) for posterity and sees to its filing*
- *researches necessary permits, licenses etc. for board business and completes or delegates their completion*
- *recruit and manage volunteer base and associated resources*
- *complete a comprehensive year-end report and annual return by September of each year*

2.1.2 **Co-Chair External** oversees the image of St. John's Pride as a corporate entity and directs public engagement. This includes but isn't limited to media relations, social media, events, branding. Some of the expected duties, rights and responsibilities of this Co-Chair are:

- *serve a two (2) year term (notwithstanding removal or voluntary leave) in tandem with the other co-chairs, ensure the productivity of the Board as a whole*
- *partner with, encourage, and when necessary assist and be assisted by two (2) Directors-at-Large with their portfolios*
- *act as the primary contact for media requests and delegate them to the best qualified person to respond to said request depending on context*
- *manage and update St. John's Pride's Facebook Page, Twitter, and other social media regularly, including all proofreading*
- *plan, make appropriate bookings, and execute all public engagement activities such as: public forums, fundraisers, social events, Pride Festival events*
- *take up or delegate the Inclusion portfolio to another Director and ensure that St. John's Pride's mandate of inclusivity is reflected in every aspect of board business*
- *network and establish partnerships with other non-profits, community groups, and organizations with shared mandates for LGBTQ+ communities with the goal of strengthening the resources of our Corporation for the betterment of our members' quality of life*
- *otherwise oversee public and membership engagement not mentioned above*
- *complete a comprehensive year-end report and annual return by September of each year*

2.1.3 **Co-Chair Finance:** oversees the financial wellbeing of St. John's Pride as a corporate entity. This includes but isn't limited to banking, finance, and sponsorship. Some of the expected duties, rights and responsibilities of this Co- Chair are:

- *in tandem with the other co-chairs, ensure the productivity of the Board*
- *partner with, encourage, and when necessary assist and be assisted by two (2) Directors-at-Large with their portfolios*
- *act as the primary of two (2) Signing Officers on corporate accounts*
- *reviews and files bank statements*
- *regularly reviews income and expenditures to assure adequate monies*
- *drafts/allots yearly and event-specific budgets for rest of the Board*
- *minor accounting duties (knowledge of spreadsheets, budgeting, etc. a necessity)*
- *is responsible for all accounts payable and all accounts receivable for the Corporation*
- *solicit, expand and maintain strong partnerships with businesses and sponsors (strong negotiation and interpersonal skills an asset)*
- *work closely with the Director holding the Fundraising portfolio (if not the Co-Chair themselves)*
- *regularly publish a financial report for the membership on the state of the Corporation's finances as defined in our by-laws*
- *complete a comprehensive year-end report and annual return by September of each year*

2.1.4 The **Directors-at-Large** constitute the majority of the Board of Directors, double that of the Co-Chairs. Directors-at-Large (DAL) work on a system of "project portfolios" which are chosen by the Director upon their election based on their strengths and interests (granted some portfolios may have to be assigned if not voluntary taken).

Ideally, these portfolios would be distributed equally, but this is dependent on the individual Directors and their availability and presence of other commitments. However, general duties and responsibilities include:

- *serve a one (1) year term (notwithstanding removal or voluntary leave) in tandem with the other Board members, ensure the productivity of the Board as a whole*
- *partner with, support, and when necessary assist and be assisted by one (1) Co-Chair*
- *give regular verbal or written reports and be accountable to the Co-Chair most closely aligned with your project portfolio*
- *complete a comprehensive year-end report and annual return by September of each year*

- 2.1.5 Duties will be assigned along portfolio lines, which may include but are not limited to:
- *Administrative Officer (linked to Co-Chair Internal unless delegated)*
  - *City Liaison (linked to Co-Chair Internal unless delegated)*
  - *Events Coordinator (linked to Co-Chair External unless delegated)*
  - *Finance Officer (linked to Co-Chair Finance unless delegated)*
  - *Sponsorship Coordinator (typically performed by Co-Chair Finance unless delegated)*
  - *Inclusivity Advocate*
  - *Grant Writer*
  - *Branding and Corporate Image Coordinator*
  - *Community Liaison*
  - *Website Coordinator*
  - *Festival Programming*
  - *Festival Site Coordinator(s)*
  - *Parade Coordinator(s)*
  - *Internal Structuring*
  - *Community Connections and Outreach*
  - *Merchandise*
- 2.2 Co-Chairs shall be held accountable for all actions and decisions made by the board.
- 2.3 Quorum of the board is 6/9 members [or 2/3s of board] with at least one Co-Chair present.
- 2.4 Decisions shall be made along consensus lines wherever possible.
- 2.4.1 Where consensus is not possible, a simple majority must be won.
- 2.4.2 Amendment of the by-laws requires two-thirds (2/3) majority with at least two (2) of the Co-Chairs agreement.
- 2.5 If a board member is suspected of fraud or is under investigation for any other criminal act, they can be suspended from the board with 6/8 members in favour, including two (2) co-chairs.
- 2.5.1 When a member is suspended, they may not attend board meetings or vote on issues within the board. Further restrictions can be decided within the board.
- 2.5.2 A third-party professional investigator of appropriate vocation should be hired upon suspension.

- 2.6 If a board member is suspected of acting in bad faith or acting counter to the mandate of the board given by the Membership, they may be removed. This can happen internally or externally:
  - 2.6.1 The board can remove a member with two-thirds (2/3) majority with the support of at least two (2) co-chairs.
  - 2.6.2 The Membership can remove a board member through these steps:
    - 2.6.2.1 *A petition signed by thirty (30) members of the Membership. The petition must be sponsored by a minimum of one (1) board member.*
    - 2.6.2.2 *A vote of confidence is held.*
      - 2.6.2.2.1 If simple majority confirms confidence, the board member retains their position.
      - 2.6.2.2.2 If the board member loses the vote of confidence, they are removed from their position and a by-election must be called (see section 3.6).
      - 2.6.2.2.3 The removed member cannot run for re-election within the same fiscal year.

### 3 Elections Procedure

- 3.1 Elections must take place before the end of the calendar year.
  - 3.1.1 The election date, time, and venue must be announced a minimum of two (2) weeks prior to the election date.
  - 3.1.2 Elections must be held at a reasonable time and date and held in an accessible venue.
  - 3.1.3 Appropriate signage must be placed around the venue for easy way-finding.
- 3.2 Quorum is set at thirty (30) members for all types of election. This can include online voters.
  - 3.2.1 If quorum is not met, the election results are invalid; the board must hold another election within two (2) weeks.
- 3.3 All candidates must be elected to their positions.
  - 3.3.1 If only one person is running for a particular position, that person must still win a vote of confidence; acclamations are not accepted.
- 3.4 The previous board serves and retains all powers and privileges until a new board is elected.
- 3.5 Any changes to the constitution of the board (section 2) must be voted on by the public.
  - 3.5.1 If voting on board structure occurs in tandem with the nomination of board candidates, the structure of the board must be ratified by a simple majority before the election of candidates.
  - 3.5.2 If, in this instance, the board structure is rejected by the membership, new elections must be called within two (2) weeks with:
    - 3.5.2.1 *A revised board structure [to be voted on]*
    - 3.5.2.2 *OR Current board structure [does not need to be voted on]*
- 3.6 By-elections will be held upon the resignation or removal of a board member.
  - 3.6.1 The by-election date must be announced within two (2) weeks of resignation/ removal/ vote of confidence for removal.
  - 3.6.2 The by-election date must be announced a minimum of two (2) weeks prior to the by-election.
  - 3.6.3 Elections must be held at a reasonable time and date and held in an accessible venue.
  - 3.6.4 Appropriate signage must be placed around the venue for easy way-finding.
  - 3.6.5 If a co-chair resigns, the board can choose to nominate one of the directors to take their position for the remainder of their term and hold by-elections for a director position OR hold by-elections for the chair position.
- 3.7 Nomination for candidates closes a minimum of three (3) days before elections.
  - 3.7.1 Candidates may self-nominate or be nominated by someone else.
- 3.8 Candidates may only campaign using information available to all candidates.

- 3.9 Members may vote by proxy by providing written consent, contact information of the member and their voter ID number. The proxy must present government issues identification.
- 3.10 A board will select a CRO to oversee all election procedure.
- 3.10.1 The CRO may be a non-running past board member or a trust member of the community.
- 3.10.2 The CRO may invalidate someone's candidacy if they suspect or receive a report of foul play or electoral fraud.

## 4 Membership

Our membership delineation reflects our intention to be inclusive as possible while protecting against the misuse of the electoral system.

- 4.1 The membership of the Pride electorate shall consist of such individuals whose application for admission to the membership has received, in its sole discretion, the approval of the Board of Directors.
- 4.2 Membership is determined by:
  - 4.2.1 previous attendance at Pride events
  - 4.2.2 must live or have lived on the Avalon Peninsula anytime after the date of incorporation
  - 4.2.3 must be at least 16 years of age
  - 4.2.4 OR have a stake in Pride as a movement or institution
- 4.3 Every member in each year is entitled to:
  - 4.3.1 Attend in camera sessions at Special Meetings of the Corporation;
  - 4.3.2 Vote at General Meetings of the Corporation; and
  - 4.3.3 Run for the Board
- 4.4 Membership in the Corporation is not transferable (notwithstanding voting by proxy).
- 4.5 Each member is entitled to one vote at AGMs, special meetings, and in elections and byelections.

## 5 Board Confidentiality and Conflicts of Interest

- 5.1 Every Board Member who has any direct or indirect interest in a contract or proposed contract with the Corporation shall:
  - 5.1.1 Declare their interest at the first meeting of the Board of Directors after which they
    - 5.1.1.1 *became interested or aware of any such interest;*
    - 5.1.1.2 *Request that their declaration be recorded in the minutes of the meeting; and*
    - 5.1.1.3 *Not vote on any resolution with respect to the resolution concerning the contract or proposed contract.*
- 5.2 All board members and sub-committee members are required to sign, upon their election or appointment, a non-disclosure agreement which includes provisions against disclosure of proprietary information, board confidentiality, and other protected information (see Appendix A).

## 6 Contracts and Finances

- 6.1 The Board of Directors may appoint and retain any agents, employees and advisors that it considers necessary. The persons appointed or retained shall have the authority and shall perform the duties prescribed by the Board of Directors.
- 6.2 Any work for which the Pride Board is offering compensation must be made public.
  - 6.2.1 The chosen tender should also be made public.
- 6.3 Any work, paid or otherwise, must be accompanied by a written agreement.
- 6.4 All bills must be paid by election date of the next board.
- 6.5 A minimum of \$3000 must be left in the Pride Account upon the election of a new board.
- 6.6 All finances, including income and expenditures, must be documented.
  - 6.6.1 Closure of a bank account or transferral of funds to another account must be well documented.
- 6.7 An annual general report stating all finances must be made public before the election date.
- 6.8 The Co-Chair Finance will be held legally responsible for all financial affairs.

## **7 Indemnification**

- 7.1 The Corporation shall indemnify and save harmless the Board Members, their heirs, executors and administrators, and estates and effects, respectively from time to time and at all times from and against:
  - 7.1.1 All costs, charges and expenses whatsoever that they sustain or incur in or about any action, suit or proceeding that is brought, commenced or prosecuted against her or him, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by them in the execution of the duties of their office; and
  - 7.1.2 All other costs, charges and expenses that they sustain or incur in or about or arising from or in relation to the affairs except costs, charges or expenses thereof as are occasioned by their own willful neglect or default.
- 7.2 Article 7.1 is considered invalid if a Board Member commits acts of fraud, dishonesty or acting in bad faith.

## **8 Insurance**

- 8.1 The Corporations must maintain an insurance policy that covers both general liability and board liability. The amounts of coverage as well as additional insurance products will be determined by the Board of Directors.

## **9 Dissolution**

- 9.1 In the event that the Corporation dissolves, and, after payment of liabilities, all assets, exclusive of archival and library holdings, shall be distributed to Canadian registered charities, and not-for-profit organizations devoted to our communities' interests according to the final wishes of the board.

## Standing Resolutions

Standing resolutions act as binding precedent for future boards. Boards should adhere to these as a sign of good faith and continuance of actions taken by past Boards. All sitting Boards are encouraged to add and edit these resolutions as they see fit for better functioning of future Boards.

Deviation from these resolutions does not constitute Board misconduct, however the Board must document the reason for deviating within the appropriate meeting minutes.

- a) Meetings should be held once every two weeks, until April, when they should be held once a week.
- b) Meetings should only be postponed if quorum cannot be met.
- c) The agenda of board meetings should be set at the beginning of each meeting.
- d) A calendar of events/deadlines should be made within the first month of a new board.
- e) Members should be able to take one two (2) week leave of absence. Further absence requires board approval. Members may not take leaves of absence within 4 weeks of the Pride Week start date.
- f) If the board feels that a member has not attended their share of the meeting, attempt to resolve the issue internally. If the trend continues, steps toward removal may be taken.
- g) Elections can double as an AGM. A public release should be issued by the end of January, an AGM must be held by the end of April to announce the festival schedule, and the board
- h) The board must be accessible during Pride week to answer questions from the public.
- i) Any person or organization who has been hired by St. John's Pride, or who has been a Sponsor of St. John's Pride, shall be granted due consideration within reasonable bounds in a similar capacity in future work of the board.

## **Board Non-Disclosure and Non-Solicitation Agreement**

### **PART I: Confidential Information**

- 1) I acknowledge that St. John's Pride Inc. is the exclusive owner of its Confidential Information, which includes all information regardless of its form of recording, not in the public domain, relating to:
  - i) Information on members, customers, tenders, or contracts of St. John's Pride Inc. names, addresses, telephone numbers, contact persons, medical information, and banking information.
  - ii) Proprietary and financial information of St. John's Pride Inc. prices, sales information, terms of contracts with discounts, costs, the names of the organization's suppliers and members, customers, tenders, or contracts.
  - iii) St. John's Pride Inc.'s business methods, practices, strategies, and related information including marketing and advertising, and indices, techniques, and data retention methodologies by which St. John's Pride Inc. maintains information regarding its members, customers, tenders, or contracts.
  - iv) All information regarding St. John's Pride Inc.'s Board, advisors, hires, volunteers, and its related human resources information, including recruitment processes, interviewing techniques, and training manuals.
  - v) Information received by St. John's Pride Inc. from third persons to whom it owes a duty of confidence.
  - vi) All secrets, trade secrets, know-how, ideas, and processes of St. John's Pride Inc.

### **Proprietary right**

- 2) I acknowledge that all Confidential Information constitutes a proprietary right which St. John's Pride Inc. and its affiliated organizations are entitled to protect.

### **Non-disclosure**

- 3) I agree that during my tenure with St. John's Pride Inc. or at any time thereafter, I will not disclose any Confidential Information to any person, including any business or other nonprofit other St. John's Pride Inc., or future employer of mine. I will not use the confidential information for any purpose other than those permitted by St. John's Pride Inc..

- 4) I agree that during my tenure with St. John's Pride Inc. or at any time thereafter, I will comply with all security precautions and measures of St. John's Pride Inc. that are intended to maintain the confidentiality of its Confidential Information and to limit its distribution to instances of a legitimate need-to-know basis that are intended to promote the best interests of the Company.
- 5) I agree that during my association with St. John's Pride Inc. or at any time thereafter, I will not make copies, summaries, or extracts of Confidential Information, nor will I remove any Confidential Information from the place of business unless authorized by St. John's Pride Inc.
- 6) I agree that during my association with St. John's Pride Inc. or at any time thereafter, I will not disclose any Confidential Information concerning St. John's Pride Inc. or its affiliated corporations which could adversely affect the organization's image, reputation or value.

#### **Other organizations or employer's confidential information**

- 7) I agree that during my tenure with St. John's Pride Inc. I will not improperly use or disclose any proprietary information of any former or concurrent employer or other person or entity and I will not bring onto the premises of St. John's Pride Inc. any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

#### **Return of corporation's property**

- 8) I agree that on termination of my tenure with St. John's Pride Inc. or at any time St. John's Pride Inc. may request, to promptly deliver all memoranda, notes, records, reports, manuals, and any other hard copy documents or electronic data belonging to St. John's Pride Inc., or containing Confidential Information, including all copies of materials I may possess or have under my control.

#### **Exit Orientation**

- 9) I agree that if my association with St. John's Pride Inc. is terminated for any reason, unless St. John's Pride Inc. waives this requirement, I will, within one month of my leaving St. John's Pride Inc., review with the person designated for this purpose by St. John's Pride Inc., the nature and type of Confidential Information to which I have had access and I will sign an acknowledgement describing the nature and type of Confidential Information which I am duty bound not to use or disclose.

## **PART II: Non-solicitation and non-competition**

### ***Non-solicitation***

- 1) I agree for a period of twelve (12) months from the date of termination of my tenure with St. John's Pride Inc. not to directly or indirectly solicit or compete with St. John's Pride's for any sponsor, member, customer, tender, or contract of the Organization (including any known potential client of St. John's Pride Inc.) that was contacted, solicited, or served by me or another Board member or about which I received confidential information while I was employed by St. John's Pride Inc., nor for the same period of time, will I perform services or accept any business or monies, competitive with that of St. John's Pride Inc., directly or indirectly from any of the members, customers, tenders, or contracts described above, which involves me performing similar functions or acting in a similar capacity as when tenured with St. John's Pride Inc..

### **Non-solicitation of other Board members and volunteers**

- 2) I agree so long as tenured by St. John's Pride Inc. and for a period of twelve (12) months after leaving for any reason whatsoever, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee of St. John's Pride Inc. to terminate his or her employment with the Corporation or otherwise to act contrary to the interests of St. John's Pride Inc.

## **PART III: General Provisions**

### **Necessary protections**

- 1) I acknowledge that the restrictions contained in this Agreement are necessary for the protection and continuation of St. John's Pride Inc. and I consider them to be reasonable for that purpose. I therefore agree that any breach of the terms of this Agreement is likely to cause St. John's Pride Inc. substantial and irrevocable damage and irreparable harm. In the event of any such breach, I agree that St. John's Pride Inc., in addition to such other remedies which may be available, shall be entitled to remediation paid or performed by myself commensurate with the degree and nature of the breach as decided by the Board.

### **Continuing obligations**

- 2) I agree that the provisions of this document shall survive the termination of my tenure relationship however it may arise or my feelings or sentiments about the corporation.

**Severability**

- 3) In the event that any provision of this Agreement or part thereof shall be deemed void, invalid, illegal or unenforceable in whole or in part, the remaining provisions or parts shall remain in full force and effect.

**Independent Legal Advice**

- 4) I have been advised that I have the right to obtain legal counsel before signing this Agreement and I have obtained the level of advice I deem appropriate.

\_\_\_\_\_  
Signature of (New) Board Member

\_\_\_\_\_  
Name of (New) Board Member (please print)

\_\_\_\_\_  
Signature of CRO

\_\_\_\_\_  
Name of CRO (please print)