

**Bylaws of the  
International Association of Gay Square Dance Clubs**

Approved July 2, 2012

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## ARTICLE I - NAME

The name of this Association shall be the "INTERNATIONAL ASSOCIATION OF GAY SQUARE DANCE CLUBS, An LGBTQ\* Organization."

LGBTQ\* = Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex and their friends.

## ARTICLE II - PURPOSE

This Association is a non-profit organization of square dance clubs whose purposes are:

- A. To promote Modern Western Square Dancing.
- B. To enhance the image of LGBTQ\* people, especially in the international square dance community.
- C. To provide an opportunity for the social and dancing interchange of individual members as well as to provide a forum for the exchange of ideas among the member clubs.
- D. To support and encourage the growth of its membership.

In these bylaws, the terms "dance" or "dancers" are used solely to mean, respectively, "square dance" or "square dancers".

## ARTICLE III - MEMBERSHIP

### *Section I - Membership Categories*

#### **1. Full Member Clubs**

Full membership is granted to those clubs meeting all requirements for membership.

#### **2. Associate Member Clubs**

Associate Membership is granted to those square dance clubs that meet the requirements for full membership with the following exceptions:

- 1) Not LGBTQ\* oriented
- 2) Run primarily for profit
- 3) Performance only
- 4) Have fewer than eight members

Any LGBTQ\* oriented callers group using the Callerlab format may be granted Associate Membership status upon proper application and acceptance procedure as prescribed in ARTICLE III - Section 3, Application and Acceptance.

#### **3. Individual Member**

Individual Membership is granted to each Individual Member of a Full Membership club. Individual members may participate as voting members in general meetings of the Association. They have the right to voice their ideas and opinions to the Executive Board for consideration through their club delegate.

#### **4. Affiliate Members**

Affiliate Members is granted to any organization that does not meet the requirements for Associate Membership. Examples include convention planning committees and rodeo associations.

## ***Section 2 - Requirements***

Membership requirements are:

- A. Be a LGBTQ\* oriented square dance club.
- B. Follow the standard square dance programs as prescribed by Callerlab.
- C. Be non-profit in structure and intent; that is, member clubs exist for social, recreational and educational purposes and are not primarily performing groups.
- D. Be ethically run in a non-competitive spirit.
- E. Has membership open to anyone regardless of race, religion, ethnic background, age, gender, or sexual orientation.
- F. Have and maintain a membership of at least 8 dancers.

## ***Section 3 - Application and Acceptance***

- A. A formal written application and a set of bylaws must be submitted to the Executive Board 60 days prior to the annual Executive Board Meeting.
- B. Clubs meeting all requirements and receiving approval by the Executive Board will be granted appropriate membership upon payment of dues.

## ***Section 4 - Renewals***

All member clubs are required to renew their memberships no later than the Annual Executive Board Meeting.

## ***Section 5 - Dues***

Dues shall be assessed on each Full and Associate Member club on a "per member" basis, and on each Affiliate Member organization on a "per organization" basis. The rate is to be determined by the Executive Board each year, due and payable to the Treasurer on January 1 of each year. After April 15, unpaid dues will be considered late and a US \$25.00 late fee will be assessed the late Member Club. The late fee may be waived at the discretion of the Treasurer. For new applications received after January 1, dues will be calculated using a formula by which the annual amount due will be prorated by the number of months remaining in the year.

## **ARTICLE IV - EXECUTIVE BOARD**

### ***Section 1 - Membership***

The Executive Board is comprised of a delegate and alternate delegate from each member club, five officers, and the immediate past chairperson.

### ***Section 2 - Delegate Body***

Each Full and Associate Member club, from its own general membership, shall select by its own internal process, two representatives to the Executive Board. Each Affiliate Member organization shall select by its own internal process two representatives to the Executive Board. These representatives are called a Delegate and an Alternate Delegate. Each Delegate and Alternate Delegate may represent only one member club. Each Delegate or Alternate Delegate may represent only one member club. Each club receives a single vote on any matter brought to a vote. This will be cast by the delegate, or in their absence, the alternate delegate.

### ***Section 3 - Officers***

The officers shall be:

- A. Chairperson
- B. Vice Chairperson
- C. Treasurer
- D. Secretary
- E. Club Liaison Officer

Immediate Past Chairperson: Acts as an advisor to the Executive Board in a non-voting position.

### ***Section 4 - Indemnification***

Officers, advisors, and agents acting in good faith in behalf of the Association shall be indemnified for any costs, expenses, or liabilities necessarily incurred in connection with the defense of any action, suit, or proceeding in which they are made a part by reason of being or having been a member serving in an elected or an appointed capacity. No member shall be indemnified when adjudged in the action or suit to be liable for negligence or misconduct in the performance of duty.

## **ARTICLE V - MEETINGS AND QUORUMS**

### ***Section 1 - Quorums***

A quorum of an Executive Board meeting and a general membership meeting is defined as those authorized members in attendance.

### ***Section 2 - Parliamentary Procedure***

Robert's Rules of Order will govern the conduct of the meetings of the Executive Board and the general membership.

### ***Section 3 - Executive Board***

#### **1. Meetings**

The Annual Executive Board meeting shall only be held prior to the General Membership meeting at the Annual Convention. Any Executive Board matters to be considered between annual meetings will be conducted by written correspondence.

#### **2. Voting**

All matters before the Executive Board requiring a vote, except expulsion from membership and dissolution of the Association, shall be carried by simple majority.

1. Voting during the Executive Board Meeting will be done by voice vote; however, voting may be done by secret ballot at the request of one member, in which case, the Executive Board will appoint an impartial group to count the ballots.

2. Voting of Executive Board outside the Annual Executive Board Meeting may take place if deemed necessary by the officers of the IAGSDC. The officers may call for a vote by electronic means. Those delegates and alternates representing clubs and registered with the IAGSDC will be contacted via the email on record with the details of the proposed vote. The vote will be an up or down vote of the delegates responding to the email in a two week timeframe. A reply email with the delegates vote must be submitted to both the Chair and the Secretary of the Association. A quorum of 50% of eligible voting delegates must be achieved to deem the vote valid.

### **3. Roll Call and Participation**

The names of the Delegates and Alternate Delegates must be on file with the Chairperson. The Chairperson will take a roll call at the beginning of the meeting. Only Delegates or the Alternate Delegates of member clubs; whether Full, Associate or Affiliate Members, may actively participate in discussions at the Executive Board meeting.

### **4. Agenda**

Items for the Executive Board Meeting Agenda must be submitted in writing to the Chairperson no later than 60 days prior to the meeting date. The Chairperson, in conjunction with the Secretary, will prepare and distribute the Agenda at least 30 days prior to the meeting date. Items for the Executive Board Meeting Agenda not submitted more than 60 days prior to the meeting date shall require a favorable majority vote for consideration by the Executive Board and a favorable two-thirds vote for adoption by the Executive Board.

### **5. Minutes**

Minutes of the Executive Board Meeting must be prepared and distributed to the member clubs no later than 45 days after the meeting date.

### **6. Election of Officers**

The officers shall be nominated by a member of the Executive Board and elected by a simple majority of the Executive Board at the annual Executive Board Meeting. A candidate must be a member of a Full Membership club. Upon election, if officer is elected from the delegate body, that officer must relinquish the delegate status. All IAGSDC Board members will serve a two-year term. The Chair and Treasurer, individually and the Vice-Chair and Secretary, individually, will be elected in alternate years. Effective with 1994-95 elections, the Chair and Treasurer will be elected for two year terms and the Vice-Chair and Secretary will be elected for a one-year term beginning a two-year term in 1995. Effective with the 2003/04 elections, the Club Liaison Office will be elected every two years.

## ***Section 4 - General Membership Meetings***

### **1. Meetings**

A General Membership meeting will be held during the annual Convention subsequent to the Executive Board meeting. At the general meeting, the Chairperson and Executive Board shall present a State of the Association Report.

### **2. Participation**

All individual members of the Association, who are members of full member clubs, shall be allowed to speak on business issues and vote at the general meeting.

### **3. Voting**

All matters requiring a vote of the general membership, except dissolution of the Association, shall be carried by simple majority by voice vote only.

## ***Section 5 - Term of Office***

- A. The members of the delegate body serve at the discretion of the member clubs and serve according to the processes of the member clubs.
- B. The term of office for officers shall be that period of time from election until the next election at the Annual Meeting. Any vacancies arising in officer position of the Executive Board must be quickly filled by appointment of the remaining officers, at their discretion from one of the delegates from the previous year.

**Section 6 - Duties of the Executive Board**

- A. Determine policy for the Association.
- B. Oversee the administration of these Bylaws by the officers of the Association.
- C. If called upon, act as an impartial arbitrator in any disputes which may arise among the Association member clubs.

**Section 7 - Duties of the Members of the Executive Board**

**1. Officers**

Officers are non-voting members of the Executive Board, except for the Chairperson, who will cast a vote in the event of a tie.

- A. Chairperson  
Chairs meetings of the Executive Board and the general membership. Assumes the responsibility for the day-to-day business of the Association.
- B. Vice Chairperson  
Attends all meetings. Assumes the duties of the Chairperson in his/her absence. Assumes the position of the Chairperson in the event the chairperson cannot fill his/her term of office.
- C. Treasurer  
Collects, distributes and is responsible for all funds of the Association. Maintains detailed financial records and presents a financial report at the annual Convention.
- D. Secretary  
Records minutes of Executive Board and General Membership meetings. In conjunction with the Chairperson, is responsible for all correspondence for the Association. Maintains all pertinent records and files of the Association.
- E. Club Liaison Officer  
To communicate with Member Clubs throughout the year, report findings and bring Member Club issues to the table at the officers meetings.

**2. Delegate Body**

- A. Full Member Clubs  
Are voting members of the Executive Board representing the clubs at the Association level. Are permitted to actively enter discussions at the Annual Executive Board Meeting.
  - 1) Delegate - Represents their club at the Association level and attend Executive Board Meetings.
  - 2) Alternate Delegates - Serve as Delegate at the Association level when a primary Delegate cannot fulfill their role.
- B. Associate Member Clubs  
Are non-voting members of the Executive Board representing their clubs at the association level. Are permitted to actively enter discussions at the annual Executive Board Meeting.
- C. Affiliate Members  
Are non-voting members of the Executive Board representing their organizations at the Association level. Are permitted to actively enter discussions at the annual Executive Board Meeting.

## **ARTICLE VI - ANNUAL CONVENTION**

### ***Section 1 - Authorization and Purpose***

The Association authorizes the use of its name in conjunction with an Annual Convention and will accept written bids to host the Convention. The purpose of the Annual Convention is to bring the General membership together for educational, recreational and social activities related to Modern Western Square Dancing and to conduct the business of the Association.

### ***Section 2 - Bids to Host Annual Convention***

- A. The Executive Board will accept verbal and written tentative bids to host a convention for any date more than five years out from time submitted.
- B. Any club wishing to host a convention must submit a written intent to the Executive Board at the Executive Board meeting held at the annual Convention five years before the year being bid for, regardless of any other bid that was submitted either verbal or written.
- C. At the meeting of the Executive Board held at any convention, bids will be closed for the Convention to be held five years out. The Executive Board will review each bid and after having found the IAGSDC requirements listed below to be met will offer all bids to the general membership for their consideration.
  - 1) The bid must come from either a club which has Full Membership status or from an entity which is wholly governed by individual members in the Association.
  - 2) Whether the bid is from a full membership club or from another entity, Bylaws must be submitted showing the group to be a non-profit organization of least the status of an unincorporated association..
  - 3) The bid should include: preliminary proposed budget; dates; location (hotel / convention center); and other supporting documents showing the feasibility of hosting a convention
  - 4) The Convention host will assume all liabilities of the Convention.
  - 5) The Convention host must provide time and space for the Annual Executive Board and General Membership meetings during the Convention.
  - 6) The host group must supply a detailed financial report of its activities in a timely manner after the Convention.
- D. The site for the Convention to be held four years out will be chosen by the Executive Board at their meeting held during the Convention four years prior to the year being bid for. This decision will be made from the bids having been submitted to the Board Meeting approximately one year earlier. If no bids are received before closing time five years prior to a convention, the Board will actively investigate the list of stand-by hosts and be prepared to select one host during their meeting three years prior to a Convention. On being awarded the Convention four years out, the convention committee will enter into a contract with the IAGSDC to host the annual Convention. This contract covers what information the IAGSDC expects during the planning process for the Convention.
- E. The Executive Board retains the right to review the ability requirements of the club chosen to host a future Convention. If at any time the Board determines that a chosen club does not meet the requirements, it may rescind its decision and pick from the alternate host list a new convention site.



### **Section 3 - Licensing Fee**

The Convention Committee shall pay to the IAGSDC a licensing fee for the use of all of the Associations' then trademarked property i.e. logo's, names etc. This licensing fee shall equal an amount of 15% of the net profits of the convention or \$1.00 USD per convention registrant, whichever is greater. Net profit shall be calculated as follows: Total convention income from registrations, merchandise and commercial space rental, less fees directly associated with the production of the convention.

### **Section 4 — Emergency Convention / General Meeting Procedures**

*Should this provision conflict with any other provision of The by-laws of the International Association of Gay Square Dance Clubs [hereinafter the I.A.G.S.D.C.] Then this provision for emergency convention procedures shall supercede all other provisions within the bylaws of the I.A.G.S.D.C. Which may be applicable if and only if the provisions set out herein are met.*

#### **By-line goal amendment objectives**

*A. The first objective of this provision is to allow for an extraordinary proceeding in the case where a licensee of the annual convention of the International Association of Gay Square Dance Clubs, a Lesbian & Gay Organization [hereinafter the I.A.G.S.D.C.] has been granted by the Board of Directors of that organization or to its Executive Board as hereinafter provided in annual convention, and said contract has become un-executable because of:*

- 1) The Convention host entity ceases to exist or has effectively ceased to function (defined by non-response to inquiries over a 2 month period with repeated attempts); OR*
- 2) Costs become prohibitive to the successful holding of the convention as set forth hereafter; OR*
- 3) There has been a failure to an intention to bid or to receive a bid or its acceptance as heretofore and hereinafter provided.*

*B. The second objective of this provision is prevent any legal enmeshment between the Executive Board or the Executive Officers which may impinge on the financial well being of the I.A.G.S.D.C. resulting from a failed convention bid. To that end the application of basic laws are intended to be applied here so as to prevent one board from actively controlling or directing another or acting in a manner that might be considered as "ultra vires" or creating an inter-locking directorate, or any other such matter that might allow a creditor to pierce the corporate veil of an incorporated organizing convention committee and thus reach through and attach the assets of the I.A.G.S.D.C.*

*C. The third objective of this provision is to allow for the action by the Executive Board or in its stead the Executive Officers to take such actions as may be deemed necessary and in such manner as shall be set forth hereafter to present an annual convention of the I.A.G.S.D.C. in the event that no bid or request to hold said annual convention shall be received in a timely manner as previously set forth in these bylaws or should an existing contract be breached.*

### **PROCEDURES**

#### **Notification Of Convention Host Failure**

The approved award of the I.A.G.S.D.C. annual convention shall be deemed to have failed and the license returned or forfeited if and only if:

- A. The host notifies the executive board at any time after the final award of a convention has been made that it is incapable of proceeding or unwilling to do so because of the material failure to secure the contractual undertakings of such*

entities as may be required to host the convention which made representation that they would contractually obligate themselves to the convention committee or substitution for those represented in the initial approved presentation to the board of directors in case of the failure of the initial vendors. Such notification must be in writing and signed by all of the officers of the hosting committee; OR

- B. The hosting committee informs the Executive Board of the I.A.G.S.D.C. that the approved proposal has failed due to the unilateral action, breach, refusal to perform, or withdrawal of one or more of the major contracting parties who is to provide housing, dance venues, meals or combination thereof which shall make the hosting of said convention either impracticable or impossible due to lack thereof regarding material and substantial financial cost increases above and beyond the agreed-to contracts upon which the convention license was granted. Such a material increase in cost was in an amount of more than 2% of the original convention's total expected costs in any of those three areas combined, or 6% in any one item. Such notification must be in writing and signed by all of the officers of the Convention host.

***Failure to Receive a Bid, or Receipt of Notification of a Failed Bid***

- A. Should there be no interest declared or actual bid made to host the annual convention of the I.A.G.S.D.C. as herein before provided the Executive Board *may*, by majority vote at the annual convention, hold the bid deadline open and receive bids up until two years prior to the year for which no convention or declaration of intention to bid has been made; or in the alternative may upon motion made by a member of the Board and passed by majority vote authorize the Executive Board to solicit for a hosting committee.
- B. Should no bid by a hosting committee be forthcoming and presented to the Executive Board for its approval, or should such a bid be presented and not receive the Board's approval at the annual meeting at least one year prior to the convention, then the Executive Board may by majority vote authorize the Executive Officers of the I.A.G.S.D.C. to proceed in the hosting under its own name and with the full authority and backing of the I.A.G.S.D.C. to host, undertake contracts and engage in whatsoever matters the Executive Officers may deem necessary to host said convention.
- C. Should the Executive Officers by a vote of two thirds find or deem it unfeasible to do so, the Executive Officers may refuse to accept or proceed with the charge to organize and/or host the convention. In such an event, the annual convention shall be deemed to have been canceled and the Executive Officers shall be deemed to be authorized to continue under a suspension of the rules until an annual meeting of the Executive Board as a whole may be convened and business as would have been considered at the regular meeting of the Executive Board be conducted at that time subject to the ratification by the general membership at the next regular meeting of said membership.

**ARTICLE VII - EXPULSION**

- A. For just cause, 15% of the Executive Board members, whether voting or non-voting, may initiate a petition to expel an Executive Board member from membership on the Board or Associate club member from membership in the Association. This initiative must be passed by two-thirds vote of the full Executive Board voting body.
- B. Additionally, any Delegate or Alternate Delegate may be removed by his/her own club by the club's own process.

## **ARTICLE VIII - AMENDMENTS TO THE BYLAWS**

Amendments to these bylaws may be proposed only by the Executive Board and must be ratified by simple majority vote of the general membership at the general meeting of the Association held during the Annual Convention.

## **ARTICLE IX - DISSOLUTION**

### ***Section 1 - Voting***

A motion to the general membership to dissolve the Association may come only from the Executive Board, which motion will have been previously considered and carried by two thirds vote of the Executive Board. The motion must be carried by two thirds written ballot by the general membership.

### ***Section 2 - Distribution of Assets***

Upon the dissolution, disbanding, or other termination of the Association, all the remaining assets of the Association, after final expenses as determined by the Executive Board, shall be distributed by the Executive Board to such organization(s) as may qualify as charitable deductions for income tax purposes under the Income Tax Laws of the United States in such proportions as the Executive Board may determine. In no event shall any part of the assets be returned to or distributed among any officer, member of the Executive Board, member, or any other individual connected with the Association directly or indirectly.

