

# **BY-LAWS OF THE NORTH CAROLINA DANCE EDUCATION ORGANIZATION**

**DRAFT MLP November 6, 2014**

**Adopted November 22, 2014**

**DRAFT KOC August 11, 2019**

## **ARTICLE I**

### **NAME**

The name of the corporation shall be the North Carolina Dance Education Organization (NCDEO), which shall serve as the state dance education organization.

## **ARTICLE II**

### **PRINCIPAL OFFICE**

The principal office of the North Carolina Dance Education Organization (NCDEO), a non-profit organization incorporated under the laws of the State of North Carolina, shall be located at the 2816 Oberlin Road, Raleigh NC 27608.

## **ARTICLE III**

### **PURPOSE, MISSION, VALUES, GOALS**

Section 1: Purpose: To act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of North Carolina, and to act and operate as a charitable organization in promoting the art form of dance as an essential educational component of life-long learning.

Section 2: Mission: The mission of NCDEO is to support and advance dance education centered in the arts.

Section 3: Core Values:

1. Every person has the right and the ability to experience the joy of dance.
2. A high quality dance education is essential to the development of the whole person.
3. Dance is an essential component of a balanced arts and culture community.
4. Dance has the power to transform through physical expression, emotional connection, and the creative process.
5. Dance reflects, challenges, and affirms the cultural values of the larger community.

Section 4: Goals:

1. Provide services to support the field of dance education.
2. Provide organization and power to dance educators to advocate for the field of dance education.
3. Promote connections and collaborations between dance educators and the professional dance community.

4. Work with the National Dance Education Organization (NDEO) in carrying out the national mission of promoting and strengthening dance education, centered in the arts, and as an effective tool for education.

## **ARTICLE IV MEMBERSHIP**

### **Section 1: Eligibility:**

Membership in the NCDEO shall be extended to any individual or organization that subscribes to and supports the stated mission of the NCDEO upon payment of annual dues to NDEO, our national affiliate organization, and without regard to race, color, creed, disability, national origin, sexual orientation, or identification.

### **Section 2: Categories of Membership**

1. **Individual Membership:** includes persons in career paths of dance education, dance educators, dancers and choreographers, dance specialists in medicine/science and technology, arts educators and administrators, and members interested in dance.
2. **Institutional Pre-K-12 Membership:** includes high schools, middle schools, elementary schools, local school districts, dance companies, and private studios of dance that provide, or support, dance education and/or performance.
3. **Institutional Higher Education Membership:** includes colleges and universities in higher education that provide, or support, dance education and/or performance.
4. **Student Membership:** includes matriculated high school, undergraduate, and graduate students. Proof of student status is requested at time of enrollment and upon each subsequent renewal of student membership. Membership does not include a subscription to JODE unless an additional \$25 accompanies membership application fees.
5. **Honorary/Patron:** lifetime membership given by the Board of Directors for distinguished service and contribution to dance. Will be awarded on the state affiliate level only and does not include any direct benefits from NDEO such as a quarterly journal or conference fees.
6. **Retiree Membership:** includes persons retired from a career in professional dance education. Membership does not include a subscription to JODE unless an additional \$25 accompanies membership application fees.

NCDEO members shall have one (1) vote at the annual meeting called by the President or the Board of Directors. Organizational members are encouraged to send as many representatives as they wish to the annual meeting and other membership meetings.

### **Section 3: NDEO Affiliation**

North Carolina residents of NDEO will automatically retain dual membership in both State (NCDEO) and National (NDEO) organizations. Further mention of NCDEO in this document will include any and all affiliate member agreements, responsibilities, and benefits of NDEO.

1. State Affiliate Responsibilities to NDEO
  - A. Ensure all dance educators (and dance administrators) in the state affiliate are dual members with NDEO national.

- B. Elect state delegate to serve as the representative to the State Affiliate governance, business meetings, and social functions held during national conference.
- C. Provide updated rosters of state affiliate BoD members (with complete contact information and terms of service) to NDEO immediately after state elections or upon changes in BoD personnel.
- D. Appoint one person to receive checks, databases, and communications from NDEO and indicate no more than two additional contacts to be included in monthly communications.
- E. Provide news and calendar items for inclusion in NDEO's website and forum
- F. Provide the NDEO office a copy of the state membership database twice a year (January and June) so NDEO can track dual membership records for completeness and accuracy.
- G. The state affiliate is expected to use the NDEO monthly e-databases to: (1) track national and state dual membership data at the state end; and (2) use the data for state recruitment campaigns of lapsed members.

## 2. NDEO Benefits to State Affiliate Members

- A. Vote and hold national office.
- B. Nominate for awards and officers.
- C. Access to the Research in Dance Education database.
- D. Receive quarterly subscription to the Journal of Dance Education.
- E. Purchase resources and attend national/regional conferences at member price.
- F. Purchase insurance programs (health, dental, vision and professional liability, etc.)
- G. Subscribe to credit card processing for your studio business to collect payments fast.
- H. Send/receive NDEO ListServ communications (Job announcements, legislation, policy and funding, national/state events, conferences and seminars, etc.).
- I. Participate on national task forces to implement change and impact arts and education practice and policy.
- J. Access professional development opportunities (position papers, standards, assessments, curriculum, legislation, grants, awards, and others).
- K. Access grants and funding initiatives.
- L. Establish a National Honor Society for Dance Arts Student Chapter (ages 11-18 years) through dual institutional membership in the state affiliate and NDEO.

## 3. NDEO Benefits to State Affiliate Organizations

- A. NDEO provides all national members dual membership in state affiliates at no additional cost to members or the state affiliate.
- B. NDEO maintains membership records for the state affiliate, at no cost.
- C. NDEO provides state affiliate electronic copies of membership records monthly.
- D. NDEO does monthly membership campaigns to new/renewed and recently lapsed members.
- E. NDEO does one annual recruitment campaign to all long term lapsed members.

- F. NDEO provides administrative services that increase state infrastructure and capacity.
- G. NDEO provides mailing labels to facilitate state mailings, upon request and at cost.

#### 4. Payments and Records

- A. State Affiliate members have dual membership in both state and national organizations.
- B. NDEO pays the state affiliate portion to the state affiliate for each new or renewed membership received each month. This is a benefit for being a state affiliate that provides two memberships (in state and national) for the price of one.
- C. Process:
  - a. Each member or institution completes the NDEO membership application and forwards it with full payment (check, money order, or credit card information) to the NDEO office.
  - b. NDEO enters all the data and does all the bookkeeping for the state affiliate for each member.
  - c. NDEO sends an acknowledgement letter, a dual membership card, and pertinent membership information to the new/renewed member.
  - d. At the end of the month, NDEO sends copies of membership forms, electronic databases, and payment due the state affiliate for all new/renewed memberships received the prior month.
  - e. NDEO sends \$25/member to the publisher for each new/renewed member to begin the JODE subscription. Note: student, retiree and honorary memberships do not include JODE. Students, retirees and honorary members may subscribe to JODE if they submit an additional payment of \$25 with their membership application. JODE subscriptions provide 4 issues per year.

#### 5. Ongoing Recruitment

- A. As a state affiliate benefit, NDEO sends out monthly renewal invoices (2 months in advance and 2 months in arrears) to all state affiliate/NDEO members. Thus, NDEO systematically recruits and renews memberships every month for the state affiliate.
- B. Annually, in August, NDEO does a massive membership recruitment campaign to reach ALL lapsed NDEO members within 5 years. Many memberships are renewed in this drive.

#### Section 4: Annual Dues

Except for honorary members, all categories of members shall pay annual dues. Annual dues shall be determined by the Board of Directors of NDEO. All membership fees and dues shall be paid directly to NDEO on a yearly basis determined by the initial date of payment of dues. NDEO will maintain membership records and provide an electronic copy monthly to one designated officer of NCDEO.

#### Section 5: Representation, Rights, and Privileges

1. Each member shall be entitled to one (1) vote in the election of the Board of Directors at the annual NDEO board meeting.

2. All members shall be entitled to receive all publication and information pertaining to the business of NCDEO as well as other privileges that the Board of Directors determines to be made available to all members in good standing.
3. Membership is not transferable or assignable.

#### Section 6: Termination of Membership

1. Non—payment of annual dues within the period of time specified in the annual dues notice shall cause the lapse of membership and all privileges.
2. Membership shall be reinstated upon renewal of dues.
3. The Board of Directors, by a three—fourths (3/4) vote of the entire board at a regular or special meeting, shall have the authority to terminate membership if, in the Board's opinion, any member ceases to support the stated mission of NCDEO through any manifest activity or behavior which is contrary to such mission, provided, however, that said member shall be given notice and opportunity for a hearing before the Board.

#### Section 7. Membership Meeting

The annual Membership Meeting shall be held for the purpose of presenting the President's Annual report, the Treasurer's Budget Report, voting on the confirmed slate, introduction of the new Board of Directors, and for other business.

1. The Annual Membership Meeting shall be determined by the Board of Directors. It will be held at our annual NCDEO Conference. At least thirty (30) days written notice shall be given to all members.
2. Additional membership meetings may be called during the year by the President.
3. Special meetings may be called by the President upon written request of voting members. At least twenty (20) days written notice (includes email) shall be given to members of the date, time, and place.

### **ARTICLE V BOARD OF DIRECTORS**

#### Section 1: Powers

The Board of Directors shall be the policy making body of the NCDEO.

1. The Board shall set policies for NCDEO.

#### Section 2. Number, Term and Election of Directors

1. The Board of Directors shall consist of a President, Past President, President Elect, Vice President of Professional Development, Vice President of Communications, Secretary, Treasurer and a minimum of 2 members at large; for a total of not less than eight (8) but not more than fifteen (15) directors. In good faith, the Board of Directors could include representation from the following categories: geographical (west, central, and east); Pre K, K-5, 6-8, 9-12, community college, university, public, private, charter; dance education, private dance studio, and performing dance companies; and students.

2. The Board shall be elected by the membership present at the general membership meeting at our annual NCDEO conference, and by mail or electronic ballots received.
3. Directors shall serve continually for a term of two (2) years, the term so arranged so that no more than one-half (1/2) of the terms shall expire each fiscal year. Upon election, terms of office shall begin May 1st and end April 30th.
4. Directors may serve as long as the membership elects said director.

### Section 3: Removal or Resignation of Directors

1. Removal: If, in the opinion of the Board of Directors, any Director who ceases to support the stated mission of the NCDEO through any manifest activity or behavior which is contrary to such mission, said Director may be removed from the Board by a three-fourths (3/4) vote of the entire Board at a regular or special meeting, provided that written notice of such action has been sent to all Directors at least two (2 weeks) prior to the meeting, and that said Director is given the opportunity of a hearing before the entire Board.
2. Resignation: Any Director may resign from the Board by giving written notice to the Board or President. Such resignation shall take effect at the time specified in the notice; acceptance of the resignation shall not be necessary to make it effective.

### Section 4. Vacancies

Any vacancy caused by death, removal, resignation or any other cause shall be filled by a majority vote of the remaining Directors at a regularly scheduled or special meeting of the Board. A Director elected to fill a vacancy shall serve the remainder of the term in which such vacancy occurred.

### Section 5. Meetings

1. The Board of Directors shall meet a minimum of two to four times a year or more frequently by calls of the President, or by call of one-third (1/3) of the members of the Board, one (1) of which must be an officer.
2. Ingoing and outgoing Board of Directors shall meet for an Annual Board Retreat within two months of a Board transition.
3. All meetings shall be conducted in accordance with Robert's Rules of Order revised.

### Section 6. Attendance at Meetings

1. All Directors are expected to attend regularly scheduled or special Board meetings and maintain needed communications in a timely manner.
2. Any Director who misses two (2) consecutive Board meetings without prior notification to the President, shall be removed from the Board; except that three-fourths (3/4) of the remaining Directors may vote to retain said Director.

### Section 7. Quorum

A simple majority (51%) of the Directors must be present or attend by phone, and voting, to constitute a quorum for the transaction of business. Electronic vote is legitimate for the quorum for voting.

### Section 8. Membership Requirements

Each member of the Board of Directors must be member of NCDEO for the duration of her/his term and must pay annual membership dues to NDEO. Additional requirements may be set forth at the discretion of the Board, subject to discussion and voting by the entire Board of Directors. Membership on the board carries with it the responsibility of participating on committees.

### Section 9. Ex-officio Directors

Non-voting ex officio members may be appointed at the discretion of the Board subject to discussion and voting by the entire Board.

## **ARTICLE VI OFFICERS**

### Section 1. Principal Officers

1. The principal officers of the NCDEO shall be a President, Past President, President-elect, a Vice-President of Professional Development, a Vice-President of Communications, Secretary and a Treasurer.

### Section 2. Term of Office

1. All officers shall serve for two (2) years.
2. Officers may serve up to two (2) consecutive terms or four (4) years in the same office.

### Section 3. Duties and Responsibilities

1. The President of the NCDEO shall:
  - A. preside at all meetings of the Board, the annual meeting and special meetings of the general membership.
  - B. act as representative to NDEO or designate a representative.
  - C. the President serves as an ex-officio member of all committees, except the Nominating Committee.
  - D. call special meetings as necessary.
  - E. with the Secretary, sign all legal documents.
  - F. with the Treasurer, sign all financial documents.
  - G. generally do and perform all acts incident to the office of the President.
2. The Past President shall:
  - A. attend all meetings of the Board of Directors.
  - B. be responsible for mentoring the President-elect, advising the President, serving as ex-officio on the Nominating Committee, and performing such other duties as may be delegated by the President or Board of Directors.
  - C. With the Board, develop future plans, goals, and research and write grants for NCDEO.
3. The President Elect shall:
  - A. assist the president and perform such duties as may be assigned to them by the President or by the Board of Directors.
  - B. perform the duties and exercise the powers of the President during the absence or disability of the President and Vice-President, or at the request of the President, and carry out any other duties assigned by the President

and/or these bylaws. When so acting, shall have all the powers of and be subject to all the restrictions upon the chair.

- C. oversee special projects in collaboration with the designated committee chairs.
  - D. be elected every other year in scheduled elections of officers.
4. The Vice-President of Professional Development shall:
- A. serve as chair of the professional development committee.
  - B. present to the Board for approval, with a budget, all workshops, events, and professional development activities that will be sponsored by NCDEO.
  - C. survey members as to their preferences for professional development evaluation tools for workshops.
  - D. preside at all meetings of the Board, the annual meeting, and special meetings of the general membership in the absence of the President.
  - E. exercise the powers and perform the duties of the President, in the absence or inability of the President to act.
  - F. perform other duties as directed by the President, or the Board.
5. The Vice-President of Communications shall
- A. manage website information and communications.
  - B. manage and update teacher email list.
  - C. create notices of events and registration forms for distribution.
  - D. exercise the powers and perform the duties of the President, in the absence or inability of the President to act.
  - E. perform other duties as directed by the President, or the Board.
6. The Secretary shall:
- A. take attendance and keep minutes of all meetings of the Board, the annual and special meetings of the general membership.
  - B. distribute within fourteen (14) days following each meeting copies of the minutes of the Board meetings, and special meetings to members of the Board; and minutes of the annual meeting to the general membership.
  - C. provide notification of all regular and special meetings of both board and membership (electronic mail is an acceptable way of recording minutes and serving notification of meetings).
  - D. perform other duties as directed by the President, or the Board.
7. The Treasurer shall:
- A. be custodian of all funds for NCDEO.
  - B. keep a record of the accounts and prepare a report at each Board meeting.
  - C. receive monthly electronic membership database from NDEO and compare it to NCDEO records.
  - D. prepare an annual financial report/budget for the annual meeting.
  - E. prepare an annual operating budget for board approval.
  - F. be responsible for all receipts and disbursements of NCDEO funds.
  - G. with the President, co-sign all checks over \$500.00 and financial documents.
  - H. arrange for any mandated audits.
  - I. assist in the preparation of final reports to any public or private granting agency.



- J. coordinate and oversee filing, payment and notification of all state and federal non-profit requirements for the organization.
- L. perform other duties as directed by the President, or the Board

Section 4. Removal or Resignation of officers

See Article V. Section 3.

Section 5. Vacancies

See Article V, Section 4.

**ARTICLE VII  
COMMITTEES**

Section 1. Standing Committees

The President or the Board, by resolution at a regular or special meeting, may alter the nature and number of standing committees to better pursue the mission and goals of NCDEO.

Each chairperson shall report to the President periodically, and to the Board at one of its scheduled meetings.

1. The standing committees shall be:
  - A. Nominating: presents a slate of board nominees to the membership and actively recruits potential board members.
  - B. Membership:
    - a. prepare a survey, annually, to elicit feedback from membership about their satisfaction with NCDEO.
    - b. prepares a plan for heightening the profile of the NCDEO within the dance field.
    - c. Responsible for organizing and implementing an awards/recognition process.
  - C. National Dance Honor Society: Determines membership based on NDEO/NCDEO guidelines, maintains documentation, and submits documentation to NDEO.
  - D. Professional Development: Assists the Vice-President of Professional Development with developing and implementing selected professional development activities, workshops, and events.
  - E. Advocacy: Determines priorities for NCDEO involvement aligned with the missions and goals of the organization

Section 2. Ad Hoc- Committees

The Board may, at any time, appoint Ad Hoc committees. Each chairperson shall report to the President periodically, and to the Board at one of its scheduled meetings.

**ARTICLE VIII  
FISCAL YEAR**

The Fiscal Year of the North Carolina Dance Education Organization shall be from October 1 to September 30.

**ARTICLE IX  
AFFILIATIONS**

NCDEO is the official North Carolina affiliate of the National Dance Education Organization (NDEO).

**ARTICLE X  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

Every director or officer of the NCDEO may be indemnified by the NCDEO against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon her/him in connection with any proceeding to which he/she may be a party or in which he/she may be involved by reason of any acts or omissions alleged to have been committed by her/him while acting within the scope of her/his duties as a Director or Officer of the NCDEO, including any settlements thereof, provided that the Board of Directors determines that such a person acted in good faith and did not act willfully with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or proceedings.

Disclaimer of Personal Liability

Officers, directors, or members of NCDEO or their property, shall not be subject to or chargeable of payment of the debt or obligations of NCDEO.

**ARTICLE XI  
WAIVER OF NOTICE**

Any director, officer, or member of the NCDEO may waive in writing any notice required to be given by these By-Laws.

**ARTICLE XII  
COMPENSATION**

Directors shall not receive compensation for their services as such, although the reasonable expenses of attendance at board meetings may be paid or reimbursed by the corporation (determined by a vote of the directors). Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the North Carolina Dance Education Organization in any other capacity, provided that other members of the board are aware of the agreement between the board member or company of the board member and the NCDEO.

**ARTICLE XIII  
CONDUCT OF BUSINESS**

All meetings of the Board and Committees shall be conducted in accordance with Roberts Rules of Order revised.

**ARTICLE XIV  
AMENDMENTS**

These By-Laws may be altered, amended, or repealed in whole or in part by a majority vote of the entire Board of Directors in attendance or by phone at a regularly scheduled or special meeting, provided that copies of the proposed amendments have been sent to all the Directors at least one (1) week prior to the meeting at which said amendments are to be considered. Electronic voting is acceptable.

**ARTICLE XV**  
**DISSOLUTION**

In the event the slated mission of the North Carolina Dance Education Organization cannot effectively be carried out, or the NCDEO ceases to exist, the organization may be dissolved and the residual assets distributed to one or more nonprofit organizations, exempt under Section 501(c)3 of the IRS code, and whose activities shall be determined by the Board of Directors to be consistent with the stated mission and goals of the North Carolina Dance Education Organization.